

**General Terms and Conditions as an Addendum to the Legal Provisions of Accommodation Contracts According to ABGB, Agreed Between You as the Guest and Us as the Tourist Accommodation Provider:**

**1. INQUIRY**

1.1. By submitting an inquiry, you propose entering into an accommodation contract based on the prices listed at [www.tuxhh.at](http://www.tuxhh.at). You are bound by the inquiry for ten days. The inquiry must be made in writing/electronically. The accommodation contract is formed only after you receive our written/electronic confirmation of the accommodation booking.

1.2. The inquiry is submitted by the booking party on behalf of all other persons listed in the application, and the booking party is responsible for the contractual obligations of those persons.

1.3. If our confirmation of the accommodation booking does not match the content of your inquiry, this constitutes a new offer from us, which is binding for five days, and you may accept it within this period either by express or implied action (such as paying a deposit).

**2. PAYMENTS**

2.1. Upon receiving the accommodation booking confirmation/invoice, a deposit of 50% of the accommodation price must be paid. The deposit request will typically be sent together with the accommodation booking confirmation.

2.2. Deposits and remaining payments can be made by bank transfer or in cash. The relevant amounts are specified in the accommodation booking confirmation or a separate payment request. The deposit is due within 7 days of receiving the accommodation booking confirmation/payment request, and the remaining payment is due no later than 28 days before the start of the stay. You are responsible for adhering to the specified payment deadlines. The decisive factor is the receipt of payment by us; please consider bank processing times.

2.5. If you do not make the due payment or fail to make it in full, we may withdraw from the accommodation contract. In the event of our withdrawal, we may charge the applicable cancellation fees as outlined in Article 6.2.

**3. SERVICES**

**Internet/WIFI**

We do not guarantee constant availability, speed, compatibility, or security of the Internet/WIFI. Data consumption may be limited. Use of the Internet/WIFI is at your own risk. When using the Internet/WIFI, applicable laws must be followed. In the event of intentional violations of your obligations under this "Internet/WIFI" section, you release us from any third-party claims arising from such violations.

**4. FORCE MAJEURE**

If accommodation is significantly hindered, endangered, or rendered impossible due to unforeseen force majeure (e.g., natural disaster, war events), both parties may withdraw from the contract. The legal consequences arising from this are governed by law.

**5. CANCELLATION OF ACCOMMODATION, PRICE CHANGES**

5.1. We are entitled to withdraw from the contract up to the 21st day before the start of accommodation.

5.2. We have the right to modify the content of the agreed accommodation contract

for important, justified reasons. Changes or deviations of individual accommodation conditions from the agreed contract content that become necessary after the contract has been concluded, and which we are unable to provide contrary to the contract, are permitted as long as these changes or deviations are not significant and do not affect the overall nature of the booked accommodation. Lack of snow, strikes, avalanche danger, snowstorms, and snow floods, etc., are not reasons for you to withdraw from the contract.

5.3. We are obliged to inform you without delay about a possible cancellation of the trip due to force majeure, as well as any significant changes to the accommodation conditions.

5.4. If more than 4 months elapse between the conclusion of the contract and the planned start of accommodation, we are entitled to increase the trip price within the legally permitted limits.

5.6. If the price increases by more than 5% of the accommodation price or if there is a significant change in essential accommodation conditions, you may withdraw from the contract. You must exercise this right within 10 days of receiving the change notification, either in written/electronic form.

## **6. WITHDRAWAL, CHANGE OF DATE, AND SUBSTITUTE CLIENT**

6.1. You can withdraw from the contract at any time before the start of the reserved accommodation. This can be done without formalities, but always in written/electronic form.

6.2. In the event of withdrawal, we may charge a flat-rate compensation calculated as follows based on a percentage of the total accommodation price: 35% if more than 61 days before the start of accommodation, 50% if up to 35 days before, 80% if up to 14 days before, and 95% if up to 5 days before the start of accommodation. If compensation is claimed, you have the right to prove that no damage occurred or that the damage was significantly lower than the flat-rate compensation specified in this schedule. You must assert this right no later than the end of the reserved accommodation period.

6.3. **Partial cancellations** are not permitted.

6.4. We reserve the right to claim actual damages exceeding the flat-rate compensation listed above, but only in justified cases and up to a maximum of 100% of the accommodation price.

6.5. If you request a change of accommodation date after booking, we will generally incur the same damage as if you had withdrawn from the contract. Therefore, we will charge the same flat-rate compensation as for contract withdrawal.

6.6. Again, you have the option to prove that no damages occurred or that the damages were lower than the flat-rate compensation.

6.7. Before the start of accommodation, you have the right to request that a substitute person enters into the contract on your behalf, assuming your rights and obligations. This is allowed if the substitute person meets all conditions of the accommodation contract. However, we may refuse the entry of the substitute person if we have objectively justified concerns or if the substitute person cannot meet the accommodation requirements or is hindered by legal or regulatory obstacles. If a substitute person enters the contract, both you and the substitute person are liable for the trip price and any additional costs resulting from the substitution.

## **7. ACCOMMODATION GUARANTEE, COMPENSATION**

7.1. If there are defects in the accommodation, you have the right to demand

rectification of the defect. We are entitled to remedy the defect by making corrections or providing equivalent or superior services. Defects caused by improper use of the accommodation will not be remedied.

7.2. You are obliged to report any defects without undue delay. Inform us immediately of any defects during your stay so that we can rectify them.

7.3. You have the right to withdraw from the contract due to a serious accommodation defect if we do not rectify the defect within a reasonable period after notification.

Unless circumstances dictate otherwise, the period for defect rectification is 48 hours from notification. Withdrawal is not allowed if the defect is not significant.

7.4. You are required to allow us to rectify the defect. If you refuse to allow the defect to be rectified, we may deny your compensation claim.

7.5. If you withdraw from the contract due to a serious accommodation defect, you are entitled to a refund of the accommodation price and compensation for the accommodation defect.

## **8. LIMITATION OF LIABILITY**

8.1. Our liability for property damage, excluding damages caused by death, injury, or health impairment that are not due to willful misconduct, is limited to three times the value of the accommodation.

## **9. PROHIBITION OF TRANSFER**

9.1. The booking party is not entitled to transfer the contract to a third party without our written consent.

9.2. The booking party is liable and responsible for other accommodated persons for whom they submitted the booking, especially for the accommodation price, cancellation fees, and damage compensation obligations. We are entitled to assert all claims against the booking party regarding other accommodated persons.

## **10. PASSPORT, VISA, FOREIGN CURRENCY, CUSTOMS, AND HEALTH REGULATIONS**

10.1. We bear no responsibility or liability for the fulfillment of your obligations.

10.2. We are happy to provide you with advice before the start of your trip/accommodation.

## **11. LIMITATION OF COMPENSATION**

11.1. If you are entitled to compensation, the amount of such compensation is limited to twice the value of the trip.

11.2. In this regard, you are obliged to allow us to rectify any issues that arise. If you refuse to allow rectification, you are not entitled to compensation.

11.3. Compensation claims are subject to a one-year statute of limitations. The limitation period begins on the day following the day the travel contract should have been completed.

## **12. PAYMENT TERMS**

12.1. Our obligations under the accommodation contract arise only after the deposit has been paid. The remaining amount is due no later than 28 days before the start of the accommodation unless otherwise agreed.

12.2. You are obliged to properly identify payments.

12.3. Payments are only considered made once the amounts are credited to our account.

### **13. CANCELLATION INSURANCE**

13.1. We recommend that you obtain cancellation insurance coverage.

13.2. We do not provide or arrange such insurance.

### **14. INVALIDITY**

14.1. If any provision of these conditions is invalid for any reason, only that provision will be deemed invalid. This invalidity does not affect the validity of the other provisions of these terms and conditions.

### **15. EFFECTIVENESS**

15.1. These general terms and conditions are accepted by you upon booking accommodation. In doing so, you also consent to the processing of your personal data – Regulation of the European Parliament and Council (EU) 2016/679 of April 27, 2016, on the protection of natural persons concerning the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR Regulation).

15.2. The accommodation contract is concluded at the moment you receive our written/electronic confirmation of the accommodation booking, or when you accept our new offer according to Article 1.3 of these terms and conditions.

15.3. The accommodation contract may be modified or supplemented only in written/electronic form.