

TRAVEL CONDITIONS

The following contract terms and conditions set out here, comprise the agreement between MTS Austria GmbH reservations headquarters and all those listed on the booking on whose behalf the party leader is acting. Every customer accepts these terms & conditions when making a reservation.

1. Reservation & Payment

Your Reservation

With your reservation and the subsequent confirmation through MTS Austria GmbH you will conclude an obligatory travel agreement. Should you wish to cancel your reservation, we kindly ask you to inform us in writing, even if the necessary pre-payment was not paid. The correction of obvious mistakes, due to print or calculation errors are excepted. Special requirements, reservations with special conditions and verbal agreements are only valid if they are confirmed in writing by MTS Austria GmbH.

Payment and Travel Documents

The holiday deposit amounts to 20 % of the total balance, a minimum of € 110,-. The remaining holiday balance should be paid four weeks prior to arrival. Upon receipt of payment, we will send you your travel documents as agreed. The deposit and outstanding balance amounts will be stated on your reservation confirmation and can be paid as follows:

Bank transfer within Germany:

Salzburg München Bank AG, Account No: 110 00 84614, Bank No: 70120600

Bank transfer within Austria and other countries:

Raiffeisenbank Maishofen, Account No: 47 217, Bank No: 35 035

IBAN: AT25 35035 000000 47217 / **BIC:** RVS AAT 2S 035 (Swift)

The ordering customer is responsible for all costs involved in the transfer process. To transfer monies within the E.U. free of charge, please state the IBAN and BIC code on the bank slip!

Special Conditions and Details

Fixed extra costs such as the final cleaning bill and variable costs which will depend on the number of guests for example: - community taxes and all other additional costs are to be paid locally, as agreed. The costs mentioned above should be paid either to the landlord direct or to one of the assigned persons from reservations. Some particular units have special arrangements for extra costs and these are calculated by the landlord. Please see relevant details shown in the price list and in the property description.

2. General

General cleaning

Is to be carried out by the tenants, even though the landlord is responsible for the final cleaning.

Extra Beds

Plenty of extra beds and/or cots are available to use in many of our properties. These must be booked in advance and noted on the appropriate voucher. The charges are to be paid locally.

Pets

Pets are allowed in almost all of our properties. However, it must always be announced at the time of booking and a note must be made regarding its type and size and should be confirmed in writing either on the reservation confirmation or voucher. The costs are to be paid locally. More information can be found in the property description.

The Tenant

The tenant has the right to considerably use the property, including its inventory and utensils. The tenant is responsible for everything concerning the property. The tenant is obligated to immediately report any damage or defects which occur during the rental period. The tenant must leave the apartment clean and in the same state as it was in on arrival. The tenant is held responsible for all damages caused by himself or his fellow travellers. In case of allegation, the tenant remains guilty until he or she is proven otherwise. At the key exchange, the landlord has the right to charge a deposit of Euro 110,00 (per object). This deposit can be paid with credit card or in cash and will be refunded once the object has been approved of by the landlord on departure. By returning the deposit, the landlords statutory or other legal rights will not be affected.

The Property

The property may not be occupied by more than the number of persons stated in the Almliesl catalogue and confirmed on the voucher. The maximum number of persons indicated includes children and infants unless otherwise agreed with MTS Austria GmbH or confirmed on the voucher. In the event of over occupancy, the landlord has the right to deny additional guests or charge them extra locally.

Arrival

Arrival time unless stated differently is between 14.00 and 18.00 h. On departure day, you must vacate the property by 10.00 h at the latest and the property must be cleaned and in the same condition you found it on arrival. If you are not able to arrive within the times stated above, you are obligated to inform the landlord of your proposed arrival time in advance.

3. Cancellation

Holiday Amendments or Cancellation

You have the right to cancel your booking at any time before the date of travel. Applicable to all forms of cancellation, is some written notification to MTS Austria GmbH. Cancellation charges will become effective from the date this notification is received in writing by us at our office. Therefore it is in your own interest give sufficient written notice to MTS Austria GmbH. Our set cancellation fees are as follows and are calculated per unit and holiday apartment:

Up to 61 days before travelling: 10% of the full amount
60 - 35 days before travelling: 50% of the full amount
34 - 2 days before travelling: 80% of the full amount

In the event of late cancellation (less than 24 hrs before travelling) or a no show, the price of the entire holiday will be charged as a cancellation fee. Date and destination amendments are considered to be a cancellation and a new booking will follow.

For group bookings of 15 persons or more, the following cancellation fees apply.

up to 24 weeks before travelling: 20 % of the full amount
23 - 20 weeks before travelling: 30 % of the full amount
19 - 16 weeks before travelling: 50 % of the full amount
15 - 8 weeks before travelling: 80 % of the full amount
7 - 4 weeks before travelling: 90 % of the full amount
by a later cancellation: 95 % of the full amount
and by no show: 100 % of the full amount

Cancellation by MTS Austria GmbH

Occasionally circumstances make it necessary for MTS Austria GmbH to cancel the booking either before the scheduled departure or following your arrival. MTS Austria GmbH reserves the right to do so in the following cases:

- a) Without notice, if you or one of your fellow travellers, in spite of warning, cause a disturbance or hazard to other passengers whilst travelling or respectively act contrarily to the agreement.
- b) Without notice, in circumstances beyond our control such as: - unforeseeable events (natural disasters), war, strikes or similar events outside our control. In such cases, it will be necessary for us to cancel the confirmed reservation.

Should MTS Austria GmbH cancel the booking due to option a), no refund will be given. Should cancellation occur due to option b), in this case, you will receive a full refund of all monies paid up to the time of cancellation, your are not entitled to additional compensation. Should MTS Austria GmbH have to cancel the booking as stated in option b), during your stay, a refund matching the savings due to the cancellation will be reimbursed.



4. Insurance & Liability

Insurance

We highly recommend that you take out a travel insurance policy including cancellation cover, preferably at the time of booking or in the following week. However, the landlord and/or MTS Austria GmbH are not in anyway liable for the tenant during the period of rental. There is no insurance provided for the tenant nor his or her belongings.

Liability

MTS Austria GmbH is liable for assiduous travel preparations, accurate selection and supervision of all local service providers and the orderly provision of services within the scope of the diligence of a prudent businessman.

The contractual liability of MTS Austria GmbH regarding compensation (except bodily injuries) is limited to the ternary amount of the particular travel costs as long as the tenant's damage has not been precipitated whether intended nor wantonly negligent. This limitation of liability is also valid if MTS Austria GmbH is responsible for damages to the tenant resulting from the encumbrance of a service provider. We are not liable for service failures which happen due to circumstances beyond our control. Especially in situations such as war, strikes, natural disasters as well as disturbances occurred in the local area: Transport, maintenance, garbage disposal e.g. water, electric, gas supplies and access roads, particularly when these disturbances occur through unforeseeable events such as natural disasters or adverse local climate conditions. Information and descriptions are provided by MTS Austria GmbH and are correct to the best of their knowledge, however MTS Austria GmbH accepts no responsibility for the correctness of this information. A potential emerging liability claim from MTS Austria GmbH cannot exceed the agreed contracted lease price.





5. Guarantee

Obligations of the Tenant, Guarantee

Should any disturbances or technical faults arise, it is the duty of the tenant to do all that is reasonable to solve the problem and to prevent or keep the damage to a minimum. It is the duty of the tenant to report complaints immediately. Should you find definite faults within the leased property, you may demand corrective measures. In this case please contact the property owner or keyholder immediately. If they are not reachable or in an emergency, please call **+43 (0)6542 / 80 480 or +43 (0)664 / 385 40 80** so that the appropriate action can be started in order to verify complaints and if necessary to fix defects or replace them.

MTS Austria GmbH will only acknowledge claims made within one month of the the scheduled rental period. The tenant may only then claim a minimisation of the rental costs and respectively compensation, if the tenant has reported and proven that MTS Austria GmbH, the property owner or keyholder was at fault and that he asked for the faults to be rectified but the agreed services were not provided. You may withdraw from the lodgings contract when there was no correct measures taken within the time limit agreed and consequently led to service defects which considerably impaired the use of the property.

Passport, Visa and Health Requirements

The tenant is responsible for the abidance of all passport, visa, customs, foreign exchange and health requirement regulations. Any drawbacks which arise from non-observance of these specifications will be at the tenants own expense. This is also the case, if the regulations were altered following your booking.

Clause

The inefficacy of certain regulations within the lodging contract does not apply to all conditions. For those involved in the legal relationship between the purchaser, MTS Austria GmbH and the landlord, the place of fulfilment and the county courts are situated in Zell am See, should any disputes arise. Price alterations and errors are excepted and subject to change.

This legal relationship is solely subject to the regulations stated in "The Recommended (General) Lodging Contract Terms of Austria" (Hotel Regulations).

