

General Terms & Conditions of the PillerseeTal Tourist Board

1. Scope:

These terms and conditions are applicable for all bookings made with the PillerseeTal Tourist Board, using either the online booking system or other means (directly in a TVB Tourist Board Office, in writing or by telephone).

2. Contractual relationship between the PillerseeTal Tourist Board and the guest:

2.1 The PillerseeTal Tourist Board acting as an agent – providing a market place for regional holiday rental deals:

The PillerseeTal Tourist Board enables guests to book third party travel services in the PillerseeTal region. In this regard the PillerseeTal Tourist Board does not offer its own travel services but exclusively provides information about the deals on offer from regional accommodation proprietors. By making a booking, no contract will come into effect between the guest and the PillerseeTal Tourist Board. The PillerseeTal Tourist Board is therefore not required to provide any other services within the scope of its accommodation sourcing service nor will it guarantee that the accommodation provider will fulfil its contractual obligations.

2.2 The PillerseeTal Tourist Board as a tour operator – TVB package deals:

Only where package holiday bookings have been made for packages put together and offered by PillerseeTal will a contractual relationship exist between TVB PillerseeTal as the operator and the guest. This will be clearly stated during the booking process.

3. Booking:

3.1 Booking of arranged accommodation services:

For arranged holiday accommodation services, that is bookings made where the PillerseeTal Tourist Board serves as a market place for regional holiday offers, bookings will be forwarded to the relevant accommodation provider on the guest's behalf. Accommodation arrangement services via the PillerseeTal Tourist Board is free-of-charge for both guests and accommodation providers.

3.2 The PillerseeTal Tourist Board as a tour operator:

For holiday deals (package deals) offered by the PillerseeTal Tourist Board (which are clearly indicated as being provided by the PillerseeTal Tourist Board in the accompanying holiday deal description), the guest will make their booking directly with the PillerseeTal Tourist Board.

4. Entering into a contractual agreement:

By making a booking, the guest agrees to take up the accommodation provider's (for arranged services) or the PillerseeTal Tourist Board's accommodation offer (for stated TVB package deals) and will enter into a contract. The contract will be sent to you once your booking confirmation has been sent by either the accommodation provider (for arranged services) or by the TVB PillerseeTal Tourist Board (for package deals stated as being supplied by TVB). The provisions of these General Terms & Conditions will thus apply as well as the 2006 Terms of Business for the hotel industry.

5. Payment:

As soon as the contractual agreement comes into effect on receipt of the booking confirmation, the following payment conditions will apply (as far as alternative payment conditions have not been clearly set out in the package offer):

5.1 Payment of arranged accommodation deals:

A deposit should be paid within 3 days of completing the respective booking, amounting to 30% of the total cost. The beneficiary for this payment is the accommodation provider (= contractual partner). Payment can generally be made by credit card or bank transfer. The accepted means of payment will be defined by the accommodation provider. For credit card payments, your credit card will be authorised via the PillerseeTal Tourist Board's secure payment. The data will be encrypted and the transaction amount will be passed onto the rental provided. The remaining balance should be paid directly to the accommodation provider by the guest.

For last minute bookings, up to three days before arrival:

- in the event that only a bank transfer is accepted as a form of payment, the booking will be completed without payment of a deposit,
- where credit cards are accepted as a form of payment, the booking will be made the rental provider using a credit card.

The payment conditions may also be individually defined by the accommodation provider. Further information about the applicable regulations will be clearly visible during each booking process.

5.2 Payment of package deal offers provided by the PillerseeTal Tourist Board as the tour operator:

Where the PillerseeTal Board is acting as the tour operator (for package holiday deals), a deposit of 30% of the total amount is required to be paid within 3 days of finalising the booking. The remaining balance must be paid 7 days before travel at the very latest.

For last minute bookings, up to 7 days before arrival, the total amount for the booking must be paid:

5.3 Credit card payments:

The PillerseeTal Tourist Board processes payments for online bookings using a credit card and thus acts as the payment service provider on behalf of the company, Datatrans AG, Stadelhoferstraße 33, 8001 Zürich, Switzerland. The agreed payment for the online holiday package booking with the Tourist Board will be taken by the payment service provider using the customer's credit card and will then be invoiced by the PillerseeTal Tourist Board.

For arranged accommodation deals, the credit card details will be encrypted and forwarded to the respective service provider, as and when required in accordance with contract stipulations. The PillerseeTal Tourist Board is authorised to check whether the credit card details provided are correct, whether the credit card is valid or have this information checked by its payment service provider. Should this check come back negative, your booking will not be able to be processed and finalised.

The PillerseeTal Tourist Board and its providers do not save any credit card details. After inputting the necessary details (the card holder's personal details and the credit card information) the PillerseeTal Tourist Board or the provider simply receives a transaction ID produced using the stored credit card details by Datatrans. These details will only be used to process payment for the finalised purchase contract. This data will not be used for any other purpose nor will it be passed on to another person other than the service provider.

6. Booking amendments and cancellations:

Guest wishing to make booking amendments or cancellations should refer to the following:

6.1 PillerseeTal Tourist Board as the agent – via its market place for regional accommodation deals:

Guests should only notify the provider regarding any amendments or in the event of a cancellation. The accommodation provider's contact details can be found on the booking confirmation.

6.2 PillerseeTal Tourist Board as the tour operator – TVB Package deals:

Guests should only notify the tourist board regarding any amendments or in the event of a cancellation. The PillerseeTal Tourist Board's contact details can be found on the booking confirmation.

7. Accommodation categories and accommodation information:

- 7.1 The classification of the accommodation provider is based on the assessment of the accommodation by the Professional Association of Hoteliers of the Austrian Chamber of Commerce, the Association of Private Accommodation Providers or by other official classification bodies.

7.2 Additional hotel information:

The additional hotel information provided is based entirely on the details given by the accommodation providers. The PillerseeTal Tourist Board accepts no liability for the accuracy of the details provided.

8. Data Protection:

The data provided by the guest is processed electronically and is only forwarded where necessary as part of the booking process. The PillerseeTal Tourist Board adheres to the required data protection laws.

9. General information:

The place of jurisdiction for all disputes between the guest and the PillerseeTal Tourist Board shall be the local Austrian Court with jurisdiction for such cases.

Governed exclusively by Austrian Law.