

TERMS AND CONDITIONS

1. Provider

The provider of accommodation services is:

TopResort GmbH (hereinafter referred to as the “**Provider**”)

Schubertstraße 4, 5640 Bad Gastein, Austria

Registered in the commercial register maintained by the Landesgericht Salzburg under registration number **FN 665384 g**

These Terms and Conditions govern the contractual relationship between the Provider and a natural or legal person who makes a reservation and pays the accommodation price (hereinafter referred to as the “**Guest**”).

2. Definitions

2.1 Accommodation Unit / Apartment

One of the accommodation units operated by the Provider in the building located at Schubertstraße 4, Bad Gastein, Austria.

Each apartment is intended exclusively for short-term recreational accommodation.

2.2 Reservation

A binding booking of accommodation made by the Guest via the Provider’s website, a booking platform, e-mail or another method permitted by the Provider.

2.3 Contracting Parties

The Provider and the Guest jointly.

2.4 Accommodation Contract

A contractual relationship between the Provider and the Guest arising **upon full payment of the accommodation price**.

Until such payment is received, the reservation shall be deemed non-binding.

2.5 Accommodation Price

The price stated at the time of reservation, representing:

- the price for the rental of the accommodation unit,
- the price for any voluntarily ordered additional services.

The accommodation price **DOES NOT INCLUDE mandatory fees**, in particular:

- local tourist tax (Kurtaxe),
- final cleaning fee (if mandatory),
- other fees imposed by law or local regulations.

Such fees may be charged separately.

3. Conclusion of the Contract and Payment Terms

3.1 Formation of the Contract

The accommodation contract is concluded at the moment when the Guest:

- makes a reservation, and
- **pays the full accommodation price.**

Without payment, the Provider is not obliged to provide the accommodation or to hold the reservation.

3.2 Payment Methods

The Guest may pay the accommodation price by:

- online payment gateway on the Provider's website,
- bank transfer,
- QR code provided by the Provider.

Any bank transaction fees shall be borne by the Guest.

3.3 Advance Payment Obligation

The full accommodation price must be paid prior to the commencement of the stay. If the payment is not made in due time, the Provider is entitled to cancel the reservation without compensation.

3.4 Late Payment Interest

In the event of late payment, the Guest shall pay late payment interest in accordance with the Austrian Civil Code (ABGB).

4. Accommodation Price and Apartment Capacity

4.1 Accommodation Price

The accommodation price stated at the time of reservation is binding and applies exclusively to:

- the accommodation itself,
- any voluntarily ordered services.

The accommodation price does **not include mandatory fees** as defined in Article 2.5 of these Terms and Conditions.

4.2 Apartment Capacity

The apartment capacity specified in the reservation **may not be exceeded** without the prior written consent of the Provider.

The presence of additional persons in the accommodation unit without the Provider's consent constitutes a breach of the accommodation contract.

5. Arrival and Departure (Check-in / Check-out)

- **Check-in with assistance of the Key Holder:**
takes place between **4:00 p.m. and 8:00 p.m.**

- **Late arrival (after 8:00 p.m.):**

upon prior agreement, a **self check-in** is possible by collecting the keys from a secure key safe located at the entrance to the building.

In the case of self check-in, personal contact with the Key Holder shall take place **on the following day between 4:00 p.m. and 8:00 p.m.**, in particular for verification of the stay, provision of information and any necessary administrative matters.

- **Check-out:** must take place **no later than 9:00 a.m., without delay.**

- **Late check-out:**

leaving the accommodation unit later than the specified time without prior agreement may be subject to additional charges and may be considered a breach of the accommodation contract.

6. Use of the Apartment and Guest Obligations

6.1 Guest Obligations

The Guest is obliged to:

- use the apartment with due care and diligence;
- comply with the House Rules set out in Article 8 of these Terms and Conditions;
- observe night-time quiet hours and respect other guests and residents;
- report any damage, defects or malfunctions without undue delay;
- use the accommodation unit exclusively for recreational or work-related purposes.

6.2 Prohibited Conduct

In particular, the following is prohibited:

- organizing parties, celebrations or other noisy events;
- smoking anywhere inside the building;
- placing wet laundry or other items on radiators or wooden surfaces;
- moving furniture, fixtures or equipment between apartments;
- storing ski boots inside the apartments;
- allowing access to the accommodation unit to persons not included in the reservation.

6.3 Liability for Damage

The Guest shall be liable for all damage caused to:

- themselves,
- persons staying in the apartment,
- persons whom the Guest allows to enter the building,
- or resulting from unauthorized use of the premises,
- **as well as for damage caused to the Provider's property, the accommodation facility or its equipment, regardless of whether such damage was caused intentionally, through negligence, or by a breach of these Terms and Conditions or the House Rules.**

6.4 Compensation for Damage and Settlement

- **The Provider is entitled to claim compensation for damage discovered up to 14 days after the end of the Guest's stay**, provided it is proven that the damage occurred during the stay of the Guest or persons admitted by the Guest.
- **The compensation for damage shall be charged to the Guest in the amount of the actual costs of repair, replacement or restoration**, or, if repair is not possible, in the amount of the usual market value of the damaged item.

- Upon determination of the scope of the damage and the cost of repair, the Provider shall issue an invoice to the Guest **with a payment due date of 7 days** from the date of delivery of the invoice to the Guest.
- In the event of late payment of the compensation for damage, the Guest shall be obliged to pay **late payment interest in accordance with Sections 1000 et seq. of the Austrian Civil Code (ABGB)** or in the statutory amount applicable to civil-law obligations.
- If the Guest has provided a security deposit, the Provider may **retain part or all of the deposit** to cover the damage. If the deposit does not cover the full amount of the damage, the Guest shall be obliged to pay the remaining balance in accordance with these Terms and Conditions.
- The Guest shall be informed of the damage **without undue delay** by e-mail to the address provided in the reservation, together with documentation of the damage (photographs, description, and, where applicable, a report from the cleaning service or an external technician).

7. Liability of the Provider

The Provider shall be liable only to the extent stipulated by applicable Austrian law, in particular the Austrian Civil Code (ABGB).

The Provider shall not be liable for:

- damage caused by improper, prohibited or negligent use of the accommodation unit;
- damage resulting from ordinary technical failures, including interruptions of internet connection, television signal, heating or other utilities;
- damage caused by events of force majeure.

8. HOUSE RULES

The House Rules form an integral part of the accommodation contract and are binding on all Guests.

They are established to ensure safety, proper operation of the building and consideration for other Guests.

8.1 General Rules

- Guests are requested to ventilate the apartment regularly in accordance with the provided instructions.
- Radiators must not be covered with wet textiles or other items.
- Furniture and kitchen equipment must not be moved between apartments.
- Guests shall maintain order and cleanliness in the accommodation unit and common areas.

8.2 Waste Disposal and Cleaning

The Guest is obliged to:

- sort waste in accordance with local regulations;
- remove waste regularly;
- upon departure:
 - empty the refrigerator,
 - wash used dishes or run the dishwasher,
 - dispose of all waste in the designated containers.

8.3 Prohibitions

The following is prohibited:

- smoking anywhere inside the building;
- keeping animals in the accommodation unit without the prior consent of the Provider;
- organizing parties, celebrations or noisy events;
- allowing access to the accommodation unit to persons not included in the reservation.

8.4 Ski Equipment

Ski boots and ski equipment must be stored exclusively in the designated storage areas.

8.5 Breach of the House Rules

Any breach of the House Rules may result in:

- termination of the stay without refund;
- additional charges;
- obligation to compensate the Provider for any damage incurred.

9. Cancellation Policy

The Provider offers two types of pricing conditions:

9.1 Non-Refundable Rate

- The Guest is required to pay **100% of the accommodation price immediately upon reservation.**
- Cancellation, modification or failure to arrive **does not entitle the Guest to any refund.**
- The reservation is binding and non-refundable under all circumstances.

9.2 Flexible Rate

- Cancellation more than 14 days prior to arrival → 100% refund.
- Cancellation 14 days or less prior to arrival → 0% refund.

10. Withdrawal by the Provider

The Provider is entitled to withdraw from the accommodation contract in particular if:

- the Guest fails to pay the accommodation price in due time;
- the Guest materially breaches these Terms and Conditions or the House Rules;
- the Guest causes damage to the Provider's property or accommodation facilities;
- events of force majeure occur which make the provision of accommodation impossible.

In such cases, the Guest shall be entitled only to a refund of the accommodation price already paid, unless the withdrawal was caused by a breach of obligations on the part of the Guest.

11. Governing Law and Jurisdiction

The contractual relationship between the Provider and the Guest shall be governed by the laws of the Republic of Austria, in particular the provisions of the Austrian Civil Code (ABGB).

Any disputes arising out of or in connection with the accommodation contract shall be resolved by the competent court with jurisdiction over the registered seat of the Provider.

12. Final Provisions

- These Terms and Conditions shall enter into force on the date of their publication.
- The invalidity or unenforceability of any individual provision shall not affect the validity of the remaining provisions.
- The Provider reserves the right to amend these Terms and Conditions; the version effective on the date of the reservation shall always be decisive.