

TERMS AND CONDITIONS

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§ 1 Definitions

“Accommodation provider”: A natural or legal person who provides accommodation to guests in return for payment.

“Guest”: A natural person who makes use of accommodation. The guest is generally also the contracting party. Persons travelling with the contracting party (e.g. family members, friends, etc.) are also considered guests.

“Contracting party”: A natural or legal person, whether domestic or foreign, who concludes an accommodation contract as a guest or on behalf of a guest.

“Consumer” and “Business”: These terms are to be understood within the meaning of the Consumer Protection Act 1979, as amended.

“Accommodation contract”: This is the contract concluded between the accommodation provider and the contracting party, the terms of which are set out in more detail below.

“Camping”: Refers to all kinds auf campgrounds.

§ 2 Conclusion of the Contract & Deposit

2.1. Accommodation Contract

The accommodation contract is concluded upon the accommodation provider’s acceptance of the booking. Electronic communications are deemed to have been received as soon as they are accessible under normal circumstances and are received during the accommodation provider’s published business hours.

2.2 Deposit

For binding bookings, a deposit is required, which must be paid within the specified period via online banking or credit card. Any transaction costs (e.g. bank transfer fees) shall be borne by the contracting party. For credit and debit cards, the terms and conditions of the respective card companies apply.

The deposit constitutes a partial payment of the agreed fee:

- Apartments and camping: 100% of the total amount

Special provisions: Specific arrangements may differ from this. The applicable cancellation terms for such arrangements are set out separately in the online booking platforms.

2.3 Final payment for apartments and camping: The balance of the agreed fee must be paid in cash or by card no later than at check-in. Even if the invoice amount has been paid in full in advance prior to check-in, the guest is

obliged to check out in person at reception in order to settle any additional costs (e.g. electricity consumption or other services used on site) and to notify the resort of their departure.

2.4 Minimum stay

Depending on the season and occupancy, a minimum stay may be determined.

§ 3 Arrival and departure

3.1 Camping:

- Arrival/check-in: from 2 pm to 5 pm
- Departure/check-out: by 11 am

After check-out, parking in the car park is no longer permitted.

3.2 Apartments:

- Arrival/check-in: from 2 pm to 5 pm
- Departure/check-out: by 10 am

3.3 Late departure

If the rented accommodation (apartments or campground) is not vacated by the agreed time, the accommodation provider is entitled to charge for an additional day. Extending the stay is not permitted if the accommodation has been booked at a later date.

§ 4 Termination/Extension of the Accommodation Contract, Cancellation Fee

4.1 Withdrawal by the contracting party – cancellation fee

4.1.1 Cancellation periods and cancellation fees

Apartments and camping

- Up to 61 days: Refund of the deposit minus a processing fee of 50 euros
- 60 to 7 days: Cancellation fee of 50% of the total booking amount
- Less than 7 days / No-show: Cancellation fee of 100% of the total booking amount

4.1.2. Prevention of arrival

The accommodation provider shall not be liable for any failure to arrive or delay in arrival resulting from force majeure (e.g. natural disasters, official measures) – to the extent permitted by law. If arrival is temporarily impossible for legal reasons, the obligation to pay for the booked stay shall resume from the time when arrival becomes possible again, provided that arrival becomes possible again within three days. The contracting party is obliged to pay the deposit no later than 7 days (receipt) prior to the start of the stay. The costs of the financial transaction (e.g. bank transfer fees) shall be borne by the contracting party. For credit and debit cards, the respective terms and conditions of the card issuers apply.

4.3.1 Non-utilisation of booked services

If booked days of stay are not used or if the stay is cut short, the full total booking amount must be paid. This applies equally to stays in apartments and on the campsite. Ancillary charges such as the visitor's tax, environmental contribution and consumption-based electricity costs will not be charged in the event of early departure, provided that departure takes place by 11 am at the latest. If departure takes place after 11 am, these ancillary charges will be invoiced for the respective day.

4.3.2 Illness or death of the guest

- The accommodation contract terminates upon the guest's death.
- If a guest falls ill during their stay at the accommodation establishment, the accommodation provider shall arrange for medical care at the guest's request. In the event of imminent danger, the accommodation provider shall arrange for medical care even without a specific request from the guest, particularly if this is necessary and the guest is unable to do so themselves.
- As long as the guest is unable to make decisions or the guest's relatives cannot be contacted, the accommodation provider shall arrange for medical treatment at the guest's expense. However, the scope of these care measures shall cease at the point when the guest is able to make decisions or the relatives have been notified of the illness.
- The accommodation provider shall be entitled to claims for compensation from the contracting party and the guest, or in the event of death from their legal successors, in particular for the following costs:
 - outstanding medical expenses, costs for patient transport, medication and medical aids,
 - necessary room disinfection,
 - linen, bed linen and bedding that has become unusable, or otherwise the cost of disinfecting or thoroughly cleaning all these items,
 - Restoration of walls, furnishings, carpets, etc., insofar as these have been contaminated or damaged in connection with the illness or death,
 - Rent for apartments/camping pitches, insofar as the premises/pitch were used by the guest, plus any days during which the premises were unusable due to disinfection, clearance, etc.,
 - any other damage incurred by the accommodation provider.

4.3.3 Early termination of the contract for good cause

The accommodation provider is entitled to terminate the accommodation contract with immediate effect for good cause, in particular if the guest:

- Makes significantly improper use of the premises provided, or, through reckless, offensive or otherwise grossly inappropriate behaviour, unreasonably disrupts the peaceful coexistence of other guests, the owner, the owner's staff or third parties residing in the accommodation, or commits a criminal offence against the property, public decency or physical safety of these persons
- Contracts a contagious disease or an illness that extends beyond the duration of the stay, or otherwise becomes in need of care;
- Fails to settle invoices presented by the due date within a reasonable period of 24 hours;
- The house rules are not being followed.

4.3.4 Termination due to force majeure

If performance of the contract becomes impossible due to an event constituting force majeure (e.g. natural disasters, strikes, lockouts, official orders, etc.), the accommodation provider may terminate the accommodation

contract at any time without notice, provided that the contract is not already deemed terminated by law, or the accommodation provider is released from their obligation to provide accommodation. Any claims for damages, etc., by the contracting party are excluded.

4.4 Extension of stay / Inability to depart: The contracting party has no right to extend their stay. If the contracting party gives sufficient notice of their wish to extend their stay, the accommodation provider may agree to extend the accommodation contract; however, there is no obligation to do so. If, on the day of departure, the contracting party is unable to leave the accommodation establishment due to unforeseeable exceptional circumstances (e.g. extreme snowfall, flooding) because all means of departure are blocked or unusable, the accommodation contract shall be automatically extended for the duration of the impossibility of departure. A reduction in the fee for this period is only possible if the contracting party is unable to make use of the accommodation provider's services, or is unable to make full use of them, as a result of the exceptional circumstances. The accommodation provider is entitled to demand at least the fee corresponding to the price usually charged.

4.5 Cancellation by the accommodation provider

4.5.1 If the accommodation contract provides for a deposit and this is not paid by the contracting party within the stipulated time, the accommodation provider is entitled to withdraw from the accommodation contract without setting a grace period.

4.5.2 If the guest does not arrive by 5 pm on the agreed day of arrival, there is no obligation to provide accommodation, unless a later arrival time has been expressly agreed.

4.5.3 If the contracting party has paid a deposit, the rented premises shall remain reserved until 11 am at the latest on the day following the agreed day of arrival.

4.5.4 In the case of advance payment for a period of more than four days, the obligation to provide accommodation ends at 6 pm on the fourth day, with the day of arrival counting as the first day, provided the guest does not specify a later arrival time.

4.5.5 Up to three months before the agreed date of arrival of the contracting party, the accommodation contract may be terminated by the accommodation provider for objectively justified reasons by means of a unilateral declaration, unless otherwise agreed.

§ 5 Rights of the guest

Upon conclusion of the accommodation contract, the guest is entitled to the normal use of the rented rooms and the accommodation establishment's facilities open to the general public. These rights must be exercised in accordance with the applicable house rules.

§ 6 Obligations of the guest

6.1 The guest is obliged to pay the agreed fee, plus any additional charges incurred as a result of separate services used by the guest and/or by guests accompanying them, plus the applicable statutory value added tax, no later than on the day of departure.

6.2 The accommodation provider is not obliged to accept foreign currencies. If foreign currencies are nevertheless accepted, they shall be accepted, where practicable, at the prevailing daily exchange rate. If the accommodation provider accepts foreign currencies or cashless payment methods, the guest shall bear all associated costs, in particular fees and expenses relating to credit card companies or payment service providers.

6.3 The guest shall be liable to the accommodation provider for any damage caused by themselves, a fellow guest or any other persons who, with the knowledge or consent of the contracting party, make use of the accommodation provider's services.

§ 7 Visiting Regulations and Registration of Additional Guests

7.1 The use of accommodation, pitches and the entire infrastructure is permitted exclusively to guests who have been duly registered.

7.2 Additional guests and visitors (including those staying for a short time) must be registered at reception immediately, even if their stay is less than one hour.

7.3 The accommodation provider reserves the right to refuse visitors, particularly during periods of high occupancy or for operational reasons, or to limit the duration of their stay.

7.4 Fees for visitors will be charged in accordance with the current price list.

7.5 The main guest is liable for the conduct of, and for any damage caused by, their visitors or accompanying persons.

7.6 Visitors must comply with the current house rules, which form an integral part of the accommodation contract.

7.7 Unregistered visitors are not permitted to remain on the premises and may be asked to leave at any time.

7.8 The transfer or subletting of apartments, campgrounds or other rights of use is not permitted.

§ 8 Rights of the accommodation provider

8.1 If the contracting party refuses to pay the agreed fee or is in default of payment, the accommodation provider shall be entitled to the statutory right of retention under Section 970c of the Austrian Civil Code (ABGB) and the

statutory right of lien under Section 1101 of the Austrian Civil Code (ABGB) in respect of any items brought in by the contracting party or the guest. These rights serve to secure all claims arising from the accommodation contract, in particular for accommodation and catering services, other expenses incurred on behalf of the contracting party, and any claims for damages of any kind.

8.2 The accommodation provider is entitled to issue a statement of account or interim statement at any time for the services provided by them.

§ 9 Obligations of the accommodation provider

9.1 The accommodation provider is obliged to provide the agreed services to a standard commensurate with their usual level of service.

9.2 Examples of special services provided by the accommodation provider that are subject to a charge and are not included in the accommodation fee are:

- a) Special accommodation services that may be charged separately, such as the use of lounges, a sauna, an indoor swimming pool, a swimming pool, a solarium, garage parking, etc.;
- b) A reduced rate applies for the provision of extra beds or cots.

§ 10 Liability & Limitations of Liability

10.1 Liability towards guests

If the contracting party is a business, the accommodation provider's liability for slight and gross negligence is excluded to the extent permitted by law. In this case, the burden of proof regarding the existence of fault lies with the contracting party.

Consequential, non-material or indirect damages, as well as loss of profit, shall not be compensated. The damages to be compensated are in any case limited to the amount of the interest at stake.

10.2 Liability towards guests as consumers

Towards guests who are consumers, the accommodation provider is liable only in cases of intent or gross negligence, to the extent permitted by law. Liability for consequential, immaterial or indirect damages as well as for loss of profit is excluded, to the extent permitted by law.

10.3 Items brought on the premises

The accommodation provider shall be liable for items brought onto the premises by the guest exclusively within the framework of the statutory provisions pursuant to Sections 970 et seq. of the Austrian Civil Code (ABGB). Liability for valuables, in particular cash, jewellery or securities, is excluded. The safekeeping or deposit of valuables by employees of the accommodation provider is expressly prohibited.

10.4 Vehicles

Vehicles are parked on the premises or in the associated car parks entirely at the owner's own risk. No liability is accepted – to the extent permitted by law – for damage to vehicles or their contents, in particular damage caused by third parties, weather conditions or force majeure.

§ 11 Pets

11.1 Pets are permitted only upon prior notification and must be paid for in accordance with the current price list.

11.2 The contracting party or guest bringing a pet must hold valid pet liability insurance or personal liability insurance that also covers damage caused by pets. Proof of such insurance must be presented to the accommodation provider upon request.

11.3 In apartments and on the campsite, a maximum of two pets per apartment or campground is permitted, and only upon prior notification. Pets may not be brought into apartments without prior notification.

11.4 The contracting party and their insurer shall be jointly and severally liable to the accommodation provider for all damage caused by animals brought on the premises. This liability includes, in particular, any compensation that the accommodation provider is required to pay to third parties.

11.5 Rules regarding dogs

Dogs must be kept on a lead throughout the campsite and in the immediate vicinity. Dog waste must be cleared away immediately. When walking dogs, you must maintain a distance of at least five minutes' walk from the resort. Dogs and other pets that bark or cause a disturbance are not permitted.

Should a pet disturb or endanger anyone through barking, aggressive behaviour or biting incidents, we reserve the right to refuse the owner and their pet further accommodation at the campsite. In such cases, the cancellation policy will apply.

11.6 Pets in sanitary facilities

For hygiene reasons, pets are not permitted in sanitary buildings or other communal indoor areas of the campsite. This does not apply to legally recognised assistance dogs.

11.7 Dogs in the restaurant

Dogs are generally permitted in the restaurant but must behave calmly. Barking or otherwise disruptive dogs are not permitted in the restaurant. We thank you for your understanding and consideration towards other guests.

§ 12 Price adjustments / obvious typographical errors

12.1 The agreed prices include all statutory charges and taxes applicable at the time the contract is concluded.

12.2 If, after the conclusion of the contract, only statutory charges or taxes (e.g. VAT, local tax or comparable public charges) change, the accommodation provider is entitled and obliged to adjust the agreed price in line with the actual change.

12.3 The price adjustment shall be made exclusively to the extent that the relevant statutory levy or tax is demonstrably increased or reduced, and shall affect the guest equally to their detriment or benefit.

12.4 The guest is entitled, upon request, to receive a comprehensible breakdown of the price-relevant changes to statutory levies or taxes.

12.5 A price adjustment due to changes in statutory levies or taxes does not constitute grounds for cancellation.

12.6 Obvious clerical, printing or calculation errors in price lists, offers or online representations, which are clearly recognisable as such by the guest, may be corrected by the accommodation provider at any time.

§ 13 Vouchers – Terms and Conditions

These voucher terms and conditions apply to all vouchers for goods and services issued by the Camping Dornbirn site of Dornbirner Seilbahn AG, regardless of whether they were purchased online, on site or through a third party.

13.1 Redeeming vouchers

13.1.1 Vouchers may only be redeemed for services provided by Camping Dornbirn (e.g. overnight stays, pitches, additional services, restaurant). Redemption is subject to availability and requires prior booking.

13.1.2 Multi-purpose voucher

The service listed on the voucher is an example of how it may be redeemed and corresponds to the rate valid at the time of issue. After one year, only the monetary value stated on the voucher shall apply.

13.1.3 Vouchers cannot be used retrospectively to pay for existing bookings, unless otherwise expressly agreed.

13.2 Validity & Liability

13.2.1 Upon expiry of the one-year validity period, a package or service voucher is automatically converted into a cash voucher for the amount originally paid and may be redeemed within the statutory limitation period.

13.2.2 Once a voucher has expired in accordance with the law, there is no entitlement to redemption or a refund.

13.2.3 Camping Dornbirn accepts no liability for the loss, theft or misuse of vouchers.

13.2.4 Camping Dornbirn accepts no liability for printing, typographical or obvious calculation errors.

13.2.5 In all other respects, liability is governed by the general liability provisions of these Terms and Conditions.

13.3 Cash payment / remaining balance

13.3.1 Cash payment of the voucher value – including partial payment – is not permitted.

13.3.2 If the voucher value exceeds the invoice amount, any remaining credit will be retained and may be used within the period of validity.

13.3.3 If the invoice amount exceeds the voucher value, the guest must pay the difference.

13.4 Cancellation of vouchers

13.4.1 Vouchers cannot be exchanged.

13.4.2 A refund of the purchase price is not possible, unless mandatory legal provisions stipulate otherwise.

13.4.3 In the event of cancellation of a booking for which a voucher was used, the applicable cancellation conditions shall apply.

13.5 Combination with promotions

13.5.1 Vouchers cannot necessarily be combined with special promotions, discounts or package deals, unless this has been expressly agreed.

§ 14 Place of performance, jurisdiction and choice of law

14.1 The place of performance is the location of the accommodation provider. The place of jurisdiction is – to the extent permitted by law – Dornbirn.

14.2 This contract is governed by Austrian substantive and procedural law, to the exclusion of the rules of private international law (in particular the Austrian Private International Law Act (IPRG) and the Convention on the Law Applicable to International Sales of Goods (CISG)) as well as the UN Convention on Contracts for the International Sale of Goods.

14.3 In bilateral business-to-business transactions, the exclusive place of jurisdiction is the registered office of the accommodation provider, whereby the accommodation provider is also entitled to assert its rights before any other court with local or subject-matter jurisdiction.

14.4 If the accommodation contract has been concluded with a contracting party who is a consumer and has their domicile or habitual residence in Austria, legal proceedings against the consumer may be brought exclusively at the consumer's domicile, habitual residence or place of employment.

14.5 If the accommodation contract was concluded with a contracting party who is a consumer and has their place of residence in a Member State of the European Union (with the exception of Austria), Iceland, Norway or

Switzerland, the court with local and subject-matter jurisdiction for the consumer's place of residence shall have exclusive jurisdiction for actions against the consumer.

§ 15 Miscellaneous

15.1 Unless otherwise specified in the provisions above, a time limit shall commence upon service of the document setting the time limit on the party to the contract required to comply with it. When calculating a time limit specified in days, the day on which the point in time or event occurs from which the time limit is to be calculated shall not be included. Time limits specified in weeks or months refer to the day of the week or month which, by its name or number, corresponds to the day from which the time limit is to be counted. If that day does not exist in the month, the last day of that month shall apply.

15.2 Notices must have been received by the other contracting party by midnight on the last day of the time limit.

15.3 The accommodation provider is entitled to set off their own claims against claims of the contracting party. The contracting party is not entitled to set off their own claims against claims of the accommodation provider, unless the accommodation provider is insolvent or the contracting party's claim has been established by a court or acknowledged by the accommodation provider.

15.4 In the event of any omissions in these terms and conditions, the relevant statutory provisions shall apply.

§ 16 Data Protection and Data Use

Personal data is processed in accordance with the company's privacy policy, as amended from time to time. You may object to the use of your data for recruitment purposes at any time. Your data will only be disclosed to third parties to the extent permitted by law, e.g. to assess your likely payment behaviour.