

# SKISTAR AUSTRIA GENERAL BOOKING TERMS AND CONDITIONS 2020:04

These general terms and conditions apply to SkiStar St. Johann (SkiStar) and parties who, directly or through a third party, enter into an agreement with SkiStar according to what is stated in the booking confirmation (the guest).

The agreement may apply to lodging, travel, the purchase of other products and services, or a combination of the above (the arrangement).

## WHO IS RESPONSIBLE?

The tour operator responsible is SkiStar St. Johann, St. Johanner Bergbahnen GmbH, Hornweg 21, A-6380 St. Johann in Tirol. Telephone: 0800-29 85 78. Company reg. no. FN42804y, VAT no. ATU32020005.

## AGREEMENT ETC.

As the tour operator, SkiStar is responsible for providing the guest with products and services as specified in the agreement. This responsibility also applies to services etc. to be provided by parties other than SkiStar. Information in catalogues, brochures and on the website are binding for SkiStar, but may be changed before an agreement is entered into if reservations have been clearly made and the guest has been duly informed about the change. SkiStar is not responsible for possible printing or proofing errors.

As the tour operator, SkiStar is responsible for ensuring:

- that the guest receives written confirmation of his booking and other important documents;
- that information is provided on the method of payment and that the guest is informed about any other matters of significance relating to the arrangement;
- that the arrangement corresponds to the description in the booking confirmation. SkiStar is not responsible for promises that may have been made by third parties directly to the guest without SkiStar's knowledge and that SkiStar is not aware of nor should be aware of. SkiStar recommends that the guest tries to get this type of information in writing.

In these general booking terms and conditions the following definitions apply:

Departure - the point in time specified on the confirmation/travel document  
Arrival - the point in time specified on the confirmation

Home journey - the point in time specified on the confirmation/travel document

First day of validity - the date when use of e.g. the SkiPass and any additional products is to commence.

## WHEN IS THE GUEST'S BOOKING BINDING?

The guest is responsible for checking the confirmation and ensuring that the arrival and departure dates are correct. The booking is binding on both SkiStar and the guest as soon as SkiStar has confirmed the booking (a booking reference is assigned) and the guest has paid the agreed deposit (or the rental in full) in the stipulated period.

## WHEN MUST THE GUEST PAY?

The guest must pay for the arrangement no later than the date stipulated in the booking confirmation. SkiStar has the right to receive an initial instalment at the time the booking is confirmed (deposit). The arrangement must always be paid for in full before the start of the arrangement.

- For arrangements booked 42 days or more before arrival, a deposit of 25% of the lodging price plus any cancellation/rebooking insurance must reach SkiStar within 10 days of making the booking. The balance of the agreed price must reach SkiStar no later than 42 days before arrival.
- For arrangements booked 41-0 days before arrival, payment of the agreed price and any cancellation/rebooking insurance must be made to SkiStar at the time of booking. Only card payments made via "My page" at [www.skistar.com](http://www.skistar.com) are acceptable.

## PAYMENT VIA THE INTERNET

Guests can pay securely and easily by card via "My page" at [www.skistar.com](http://www.skistar.com). A registered e-mail address and password are required to log in.

## PAYMENT CHARGES

When paying from abroad, the guest must pay the bank charges in his home country and in Austria. SkiStar shall receive the agreed price in the currency specified on the confirmation. Any unpaid charges shall be charged to the guest no later than on arrival.

## WHAT HAPPENS IF THE GUEST DOES NOT PAY ON TIME?

The booking will be cancelled if the deposit or final payment is not received by SkiStar by the date indicated on the reminder. If the guest does not pay on time, this will be regarded as a cancellation and the cancellation rules will apply.

## WHAT HAPPENS IF THE GUEST WANTS TO CANCEL?

The guest may cancel the booking verbally or in writing to SkiStar or to the location where the booking was received. SkiStar only accepts cancellations made by the guest. SkiStar is responsible for confirming the guest's cancellation in writing. In the event of cancellation, SkiStar is entitled to levy an administration fee of 20 EURO.

## CANCELLATION OF LODGING AND TRAVEL WITHOUT CANCELLATION/REBOOKING INSURANCE

- For lodging and/or travel cancelled 42 days or more prior to arrival, SkiStar shall retain the deposit.
- For lodging and/or travel cancelled 41-0 days prior to arrival, SkiStar shall retain 100% of the price for lodging and/or travel.

## CANCELLATION OF LODGING AND TRAVEL WITH CANCELLATION INSURANCE

- For lodging and/or travel cancelled 21 days or more prior to arrival, SkiStar shall retain the fee for cancellation/rebooking insurance and an administration fee of 20 EURO.
- For lodging and/or travel cancelled 20-0 days prior to arrival, with a valid cancellation reason SkiStar shall retain the fee for cancellation/rebooking insurance and an administration fee of 20 EURO.
- For lodging and/or travel cancelled 20-0 days prior to arrival, without a valid cancellation reason SkiStar shall retain 100% of the price for lodging and/or travel.

## CANCELLATION OF LODGING DURING THE STAY

To be able to cancel during the stay, cancellation/rebooking insurance is required. See the separate terms at [www.skistar.com](http://www.skistar.com).

## REBOOKING OF LODGING AND TRAVEL

To be able to rebook lodging and/or travel, cancellation/rebooking insurance is required. See the separate terms at [www.skistar.com](http://www.skistar.com).

## SKIPASS

The guest can cancel the SkiPass up to the day before the first day of validity and receive a refund, less an administration fee of 20 EURO. Cancellation later than the first day of validity requires skier insurance and a valid certificate for a refund to be issued. See separate terms [www.skistar.com](http://www.skistar.com).

## PACKAGES

When booking combinations of arrangements sold by SkiStar for a price indicated in advance (packages), the guest cannot cancel individual products in the arrangement. For cancellation of individual/all persons in the package, the same rules apply as for cancellation of lodging/travel. The following applies to bookings for unspecified packages:

Requests for the lodging's facilities, location, pets allowed/not allowed, distance to lifts etc. will not be taken into consideration. SkiStar reserves the right to change the lodging unit up until arrival, even if lodging has previously been confirmed, without contacting the customer. Guests with particular requirements of lodging unit or location are recommended to book specific lodging.

## WHAT IF SOMETHING HAPPENS TO THE GUEST?

The guest can purchase cancellation/rebooking insurance. The insurance entitles the guest to cancel the arrangement up to the day of departure in case of illness or other serious incident, see the separate terms at [www.skistar.com](http://www.skistar.com). Cancellation/rebooking insurance must be taken out before the first payment is made. The fee for cancellation/rebooking insurance cannot be cancelled once paid and will not be re-funded. The payment terms for the insurance fee are the same as apply to the arrangement. Read more under CANCELLATION/REBOOKING INSURANCE.

## CANCELLATION/REBOOKING INSURANCE

### Cancellation

Guests who take out cancellation/rebooking insurance have the right to cancel the arrangement as outlined below. The insurance will compensate the insured for paid arrangement costs shown on the booking confirmation if the guest must cancel his booking because the guest, travelling companion or a close relative:

- suffers an acute illness, an accident or death
- is drafted into the army or civil defence unit
- has initiated divorce proceedings
- suffers major damage at his usual residence due to fire, flooding or similar serious event
- is made redundant due to lack of work, does not apply to general notice of redundancies
- suffers an unforeseen breakdown while travelling by car, train or bus to the arrangement destination, and 25% or at least 24 hours of the arrangement cannot be used.

The arrangement cannot be cancelled less than 21 days before arrival without a valid reason and certificate.

### Rebooking

Rebooking lodging is possible no later than 21 days before arrival. Rebooking is subject to space availability and the applicable price list at the SkiStar destination as well as an administration fee of 20 EURO.

### Definitions

**Cancellation costs:** refers to payment that has been made for the arrangement and that will not be refunded by SkiStar in the event of cancellation. The fees paid by the guest for cancellation/rebooking insurance are not refunded.  
**Policyholder:** the person who has taken out insurance and is named on the reservation or holding proof of paid insurance.

**Travelling companion:** named on the reservation as a participant in the arrangement.

**Close relative:** spouse, cohabitant/registered partner, child, grandchild, sibling, parent, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law and sister-in-law.

### Exceptions

The insurance does not cover costs if the guest must cancel due to a circumstance or illness that the guest was aware of when the guest paid for the insurance policy or if the trip was booked against the advice of a doctor. The guest must be able to prove that he/she is prevented from taking the trip by producing a certificate, e.g. from a doctor, government agency or insurance company. The certificate and a cancellation form must be received by the insurance company one month after the date the reservation refers to. Rules regarding how the guest can make a cancellation are found under the heading "WHAT HAPPENS IF THE GUEST WANTS TO CANCEL?".

### Right of withdrawal

In accordance with the provisions of the Swedish consumer protection act in respect of distance selling and door-to-door marketing, the right of withdrawal does not apply to insurance policies that are valid for one month or less. For insurance policies valid for more than one month, a guest not intending to utilise the insurance policy must inform the insurance company or its representative that he/she wishes to withdraw from the agreement no later than 14 days after the agreement was entered into and before the policy takes effect. The right of withdrawal does not apply to lodging, transport and SkiPass.

### Insurer

Insurance provider for this insurance is Europeiske Rejseforsikring, A/S CVR no. 62 94 05 14, through Europeiska ERV Filial (hereinafter Europeiska ERV), org. no. 516410-9208. Supervisory authority is the Danish Finanstilsynet.

### SKISTAR'S CHANGES AND THE GUEST'S RIGHTS ETC.

SkiStar may change the terms and conditions for the arrangement as long as the guest can be offered equivalent alternative services.

If SkiStar's costs are increased after the agreement has become binding for the parties, SkiStar is entitled to increase the price of the arrangement by an amount equivalent to the cost increase if the cost increase is the result of changes in taxation or other fees for services included in the arrangement. The price may not be increased in the last 20 days prior to arrival and the guest must be informed immediately. The arrangement's price must be reduced if SkiStar's costs, at least 20 days before arrival, are reduced for the same reasons as stated above.

The journey's departure time stated at the time the agreement is entered into is provisional. If the final departure time differs from the provisional time, the

guest must be informed as soon as possible and no later than 14 days before departure. Unless notified otherwise the time stated in the booking confirmation or travel documents sent subsequently will apply. If the approximate departure time differs from the final time by more than 8 hours, the guest is entitled to withdraw from the agreement as described below. If the arrangement cannot be provided according to the provisions in the booking confirmation and these terms and conditions, and SkiStar is unable to offer the guest equivalent alternative services, the guest is entitled to withdraw from the agreement. The guest also has the right to withdraw from the agreement if the terms and conditions are changed significantly to the detriment of the guest. SkiStar must then refund the full amount paid, less an amount for any portion of the arrangement already received by the guest. In order for the guest to be entitled to withdraw from the agreement, the guest must inform SkiStar of this intention as soon as possible and no later than 11 a.m. the day after arrival. Problems that arise during the guest's stay must be reported within a reasonable time during the stay by the guest so that SkiStar has an opportunity to rectify the situation. If the guest did not report any defects or inadequacies to the relevant personnel on site and SkiStar, therefore, did not have the opportunity to assist, the guest will not be entitled to compensation according to practice and our booking terms and conditions.

SkiStar's responsibility, if any, to pay damages for deficiencies during the stay or for cancellation of the arrangement by SkiStar ceases to exist if SkiStar can prove that the arrangement could not be provided or the deficiency arose due to circumstances beyond SkiStar's control that SkiStar could not reasonably have anticipated when the agreement was entered into and the consequences of which SkiStar cannot reasonably have avoided or overcome, for example brief disruption of IT services, TV-signal, water or electricity supply.

The guest has the right to replace himself with another person and SkiStar must approve that person unless there are particular reasons not to do so. One such reason could be, for example, that the company providing transportation or another company used by SkiStar must approve the passenger exchange. The guest must provide information about the exchange at least 5 days before departure or the home journey. If changes are made to bookings, SkiStar is entitled to levy an administration fee of 20 EURO. If the agreement is transferred, the party transferring the agreement and the party acquiring it are jointly responsible to SkiStar for the outstanding payment for the arrangement and for any extra costs incurred in connection with the transfer.

## WHAT ARE THE GUEST'S RESPONSIBILITIES?

To book/conclude an agreement with SkiStar in respect of lodging, the guest must be aged 18 or over. All staying guests must be aged 18 or over to stay in the lodging. The age limit does NOT refer to children accompanying a guardian. Satisfying the age limit is a requirement to gain access to the lodging. Proof of identity must be provided on arrival. If the guest does not satisfy the age limit when accessing the lodging, the cancellation rules apply. In the case of organised groups and travel parties with a leader exceptions may be made to the above regulations by agreement with SkiStar.

Guests must follow the rules of conduct, instructions and stipulations that apply for travel and lodging. Between the hours of 11 p.m. and 7 a.m. the guest must show the utmost consideration and not disturb other guests. The guest is fully responsible for any damage to the lodging and its contents if the guest, or another person with access to the lodging, behaves in a negligent or careless manner. If the no smoking or no pets rules are broken, a cleaning cost of 600 EURO will be payable. The guest is not permitted to use the lodging for any purpose other than the one agreed upon at the time the booking was made (normally recreational purposes) and is not permitted to allow more people than agreed to stay overnight in the lodging.

All keys to the lodging must be handed in before the home journey. Failure to do so will result in a charge of at least 200 EURO.

SkiStar has the right to cancel the agreement with immediate effect if the guest or any person in the guest's party behaves in a disorderly manner and/or causes damage to the lodging or the surrounding area, or if the lodging is used for a purpose other than the intended one. If the agreement is cancelled, the guest and those in his party must immediately move out of the lodging and no refund will be payable. In the case of an immediate cancellation of the agreement for the above-mentioned reasons, SkiStar will debit the guest for the costs of the damage, however at least 500 EURO. In the event of immediate notice of termination of the agreement, SkiStar reserves the right to be able to close the lodging and remove the guest's property.

SkiStar must provide the guest with the relevant information about passports and visas for countries within the European Economic Area. The guest is, however, responsible for taking care of the necessary formalities for the trip. For information, see [www.skistar.com](http://www.skistar.com) or contact SkiStar by telephone.

## WHAT HAPPENS IN THE EVENT OF A DISPUTE?

The guest should contact SkiStar with any complaints. If the guest and SkiStar cannot reach agreement, the guest can refer his complaint online via the EU Commission's platform for dispute resolution or contact Schlichtung für Verbrauchergeschäfte.

## WAR, NATURAL DISASTERS, INDUSTRIAL ACTION, ETC.

Both parties have the right to withdraw from the agreement if the arrangement cannot be provided due to an act of war, natural disaster, industrial conflict, prolonged interruption in the water or energy supply, fire or other similar significant event that neither of the parties could have predicted or influenced.

## OTHER

The relevant check-in and check-out times are indicated in the booking confirmation and on [www.skistar.com](http://www.skistar.com). SkiStar's lodging where it is not allowed to smoke or bring pets is not sanitised for allergic persons. Tourist tax is payable in Austria for overnight stays. Any fee must be paid at the location, see [www.etoa.org](http://www.etoa.org) for more information.

## SkiStar accepts no responsibility for items left behind.

## PERSONAL DATA ACT

By registering their personal details, the guest agrees that SkiStar, in its capacity as manager of guests' personal details, may use the information to fulfil SkiStar's undertaking to the guest. The guest also agrees that the information may be forwarded to SkiStar's partners, such as insurers, hotels, train and bus companies, airlines etc. SkiStar uses the guest's details for the purpose of providing information, offers and services regarding the guest's booking via e-mail, telephone, text and mailings. The guest may also be contacted for market surveys. For more information see [www.skistar.com](http://www.skistar.com)