

General Terms and Conditions

for the Hotel and Restaurant Business

Gasthof Grauer Bär GmbH (Hotel Grauer Bär)

Version dated: 6 August 2026

1. Operator and Scope of Application

1.1. The hotel and restaurant business is operated by:

Gasthof Grauer Bär GmbH

Limited liability company (GmbH)

Dorfstraße 172, 6450 Sölden, Austria

info@grauer-baer.com

+43 (0) 5254 2564

Company registration number: 266102b

VAT identification number: ATU61948389

Competent trade authority: Imst District Authority

hereinafter referred to as the “Establishment”.

1.2. These General Terms and Conditions apply to contracts concerning:

- the provision of accommodation to guests for a fee;
- the provision of rooms, suites and other premises;
- restaurant and catering services;
- table, group and event reservations;
- ancillary services provided by the Establishment.

1.3. The “Contracting Party” is the natural person or legal entity that enters into the contract with the Establishment. A “Guest” is any person who uses an agreed service. The Contracting Party may also be the Guest.

1.4. Individual agreements and any terms specified directly in an offer or during a booking or reservation take precedence over these General Terms and Conditions.

1.5. Any terms and conditions of the Contracting Party that differ from these General Terms and Conditions shall apply only if the Establishment has expressly accepted them in text form.

1.6. Mandatory statutory consumer rights remain unaffected.

2. Conclusion of the Contract

2.1. Information provided on the website, in brochures or in other advertising materials does not generally constitute a binding offer.

2.2. The contract is concluded when the Establishment accepts the booking or reservation. Acceptance may be communicated in particular by means of a booking confirmation or request for payment, or by the actual provision of the service.

2.3. For bookings made through an intermediary or booking platform, the terms validly agreed through that platform shall apply in addition. In the event of any conflict, the terms confirmed during the specific booking process shall take precedence.

2.4. The Contracting Party must provide complete and accurate booking and contact details. Bookings for other persons may be made only with their consent and with the appropriate authority to represent them.

2.5. Special requests shall become part of the contract only if expressly confirmed by the Establishment.

3. Prices and Payment

3.1. The prices agreed when the contract is concluded shall apply. Unless otherwise stated, prices include statutory value-added tax. Local tax, accommodation tax and comparable public charges may be charged separately unless expressly included in the price.

3.2. The Establishment may require a deposit, advance payment or credit card guarantee. The amount and due date will be specified in the applicable offer or during the booking process.

3.3. Unless otherwise agreed, payment shall be due no later than upon departure or immediately after the restaurant or catering service has been provided.

3.4. The Contracting Party shall be liable for payment for all services used by the Contracting Party and by Guests covered by the booking, unless direct payment by the respective Guest has been agreed.

3.5. Accepted payment methods will be announced on the website, at the Establishment or during the booking process.

3.6. In the event of late payment, the statutory consequences of default shall apply. Business customers may additionally be charged reasonable and necessary collection and recovery costs.

4. Arrival and Departure

4.1. Unless otherwise agreed, booked rooms are available from 3:00 p.m. on the agreed arrival date and must be completely vacated by 10:00 a.m. on the departure date.

4.2. Early check-in or late check-out requires the Establishment's approval and may incur additional charges.

4.3. If the Guest expects to arrive after 8:00 p.m., the Establishment must be informed in good time. Unless late arrival has been agreed, the Establishment may release the room after the stated arrival time has expired. Agreed cancellation fees and other statutory claims remain unaffected.

4.4. The Guest must comply with all applicable guest registration requirements and must present an official photographic identity document upon request.

5. Cancellation by the Contracting Party

5.1. Unless different cancellation terms have been agreed in the offer, during the booking process or for the booked rate, the following terms apply to individual accommodation bookings:

- cancellation no later than three months before the agreed arrival date: free of charge;
- cancellation up to one month before the arrival date: 40% of the agreed total price;
- cancellation up to one week before the arrival date: 70% of the agreed total price;
- cancellation within the final week before the arrival date: 90% of the agreed total price.

5.2. Different terms may be agreed for non-refundable or discounted special rates, including a cancellation fee of up to 100%. Such terms will be clearly displayed before the booking is completed.

5.3. A cancellation must be made by means of an unequivocal declaration. The relevant time is the time at which the cancellation is received by the Establishment. Cancellation in text form, particularly by email, is recommended.

5.4. In the event of a no-show, late arrival or early departure, the Contracting Party shall generally remain obliged to pay the agreed price, less any expenses saved by the Establishment, unless more favourable agreed cancellation terms apply. Any income received from re-letting the accommodation shall be credited.

5.5. The Contracting Party shall be entitled to demonstrate that the Establishment incurred no loss or a substantially lower loss.

5.6. The purchase of travel or hotel cancellation insurance is recommended.

6. Restaurant, Group and Event Reservations

6.1. For ordinary table reservations, the terms communicated when the reservation is made shall apply.

6.2. For groups, celebrations, events, seminars or exclusively reserved areas, the Establishment may require a deposit or minimum spend and may agree separate cancellation terms.

6.3. The final number of participants must be communicated no later than five days before the event. Unless otherwise agreed, the most recently notified number of participants shall form the basis for invoicing, unless a higher number of persons actually attends.

6.4. Any material increase in the confirmed number of participants requires the Establishment's approval. The Establishment may decline to provide services for additional persons if the proper provision of such services is impossible or unreasonable.

6.5. Food and beverages brought onto the premises by the Contracting Party may be consumed only in the guest rooms.

6.6. Allergies, intolerances and special dietary requirements should, wherever possible, be communicated when the reservation is made. Despite careful working practices, unintentional cross-contamination cannot be completely ruled out in kitchens that are not medically specialised. Mandatory statutory duties of care and information remain unaffected.

6.7. Pre-ordered dishes, such as fondue, a platter of veal shank or pork knuckle, will be charged at 100% in the event of a no-show.

7. No Statutory Right of Withdrawal for Services Booked for Specific Dates

Pursuant to section 18(1)(10) of the Austrian Distance and Off-Premises Contracts Act (FAGG), there is generally no statutory 14-day right of withdrawal for contracts concerning accommodation for purposes other than residential purposes where a specific date or period has been agreed. The same applies to the supply of food and beverages or leisure services booked for a specific date or period.

Any cancellation or withdrawal rights granted under the contract remain unaffected.

8. Services and Changes

8.1. The Establishment shall provide the agreed services with the customary professional care and to the extent specified for the booked category or offer.

8.2. Minor, objectively justified changes that do not materially affect the overall nature of the service are permitted. Mandatory statutory warranty rights shall not be restricted as a result.

8.3. The Contracting Party will, where possible, be informed in good time of any restrictions caused by necessary maintenance work, official measures or other circumstances beyond the Establishment's control.

8.4. Where an agreed service consists of several components and a non-essential component becomes unavailable, the Establishment may offer an equivalent replacement service.

9. Obligations and Conduct of Guests

9.1. Guests must treat the Establishment's facilities and property with due care and comply with the house rules, safety regulations and reasonable instructions issued by staff.

9.2. In accordance with statutory provisions, the Contracting Party shall be liable for any damage culpably caused by the Contracting Party, Guests covered by the booking or other persons to whom the Contracting Party grants access.

9.3. Smoking is prohibited in the guest rooms and in all correspondingly designated areas. In the event of a culpable violation, the necessary cleaning, restoration and loss-of-use costs may be charged.

9.4. The premises may be used for purposes other than those agreed, particularly for commercial events or photographic or film productions, only with prior approval.

9.5. The Establishment may terminate the contract with immediate effect for good cause, particularly if a Guest:

- seriously endangers or damages facilities;
- seriously harasses, threatens or endangers other Guests or members of staff;
- breaches material statutory provisions, the house rules or justified safety instructions;
- uses the Establishment for unlawful purposes; or
- fails to make a payment when due despite having been granted a reasonable grace period.

Statutory claims and the obligation to take saved expenses into account remain unaffected.

10. Minors

10.1. Minors may be accommodated only in accordance with the applicable statutory provisions and the rules announced by the Establishment.

10.2. Where the Establishment permits minors to stay without an accompanying adult, they require the prior consent of their legal representative and must provide any documentation requested by the Establishment.

10.3. Austrian youth protection legislation, particularly the provisions concerning alcohol and tobacco, must be observed.

11. Animals

11.1. Dogs may be brought into the à la carte restaurant only with prior approval and only into the designated areas. The Establishment may charge an additional fee for this. Dogs and other animals are not permitted in the hotel areas, including guest rooms, the dining room, the hotel bar, the wellness area and other public areas.

11.2. Assistance dogs shall be admitted in accordance with the applicable statutory requirements.

11.3. Animals must be properly supervised at all times. They must not interfere with other Guests, staff or the operation of the Establishment.

11.4. In accordance with statutory provisions, the animal's keeper shall be liable for any damage or soiling caused by the animal.

12. Guests' Property and Parking Spaces

12.1. The Establishment shall be liable for property brought onto the premises to the extent prescribed by law, particularly pursuant to sections 970 et seq. of the Austrian Civil Code (ABGB) and the applicable statutory limits of liability.

12.2. Valuables, money and securities should be offered to the Establishment for safekeeping. The Establishment may refuse to accept items for safekeeping if they are unusually valuable in relation to the size and standard of the Establishment or if they are dangerous.

12.3. Any loss or damage must be reported to the Establishment without undue delay after its discovery to allow prompt investigation and mitigation of the loss.

12.4. Unless expressly agreed otherwise, the provision of a parking space does not constitute a safekeeping agreement. The Establishment shall be liable for damage in accordance with statutory provisions.

13. Warranty and Liability

13.1. The statutory warranty and damages provisions shall apply.

13.2. The Establishment should be notified of any defects without undue delay so that it can remedy them and prevent the loss from increasing. A delayed notification shall not exclude the statutory rights of consumers.

13.3. The Establishment shall not be liable for disruptions to services caused exclusively by the Contracting Party or Guest.

13.4. Liability for personal injury and liability under mandatory statutory provisions shall remain unaffected at all times.

14. Force Majeure

14.1. If a contracting party is unable to perform its obligations due to an unforeseeable and unavoidable event beyond its control, the consequences prescribed by law shall apply.

14.2. The parties shall inform each other of material impediments to performance as soon as reasonably possible and shall take reasonable steps to mitigate any loss.

14.3. Depending on the specific circumstances, official orders, natural events, prolonged failures of essential utilities, epidemics, war or comparable extraordinary events may constitute force majeure.

15. Data Protection

Personal data shall be processed in accordance with the applicable data protection legislation. Further information, particularly concerning the purposes and legal bases of processing, retention periods and data subject rights, is provided in the separate Privacy Policy on the website.

16. Governing Law and Jurisdiction

16.1. Austrian law shall apply, excluding its conflict-of-law rules and the United Nations Convention on Contracts for the International Sale of Goods.

16.2. With respect to consumers, this choice of law shall apply only insofar as it does not deprive them of the protection afforded by mandatory provisions of the law of their country of habitual residence.

16.3. To the extent permitted by law, the court having subject-matter jurisdiction at the registered office of the Establishment shall have exclusive jurisdiction over disputes with business customers.

16.4. The statutory places of jurisdiction shall apply exclusively to consumers. These General Terms and Conditions shall not restrict any place of jurisdiction available to consumers under applicable law.

17. Final Provisions

17.1. Amendments or additions to the contract are not subject to any particular form unless mandatory law or an individual agreement provides otherwise.

17.2. If any provision of these General Terms and Conditions is invalid or unenforceable, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the applicable statutory provisions. An unlawful provision concerning consumers shall not be preserved by reducing its scope to the maximum legally permissible extent.

17.3. The contractual language is German. Where translations are provided, the German version shall be used as an aid to interpretation unless mandatory law provides otherwise.

17.4. These General Terms and Conditions shall apply in the version validly incorporated into the contract when the contract is concluded.