



## **Risus Vallis – GTC (As of: August 2019)**

### **1. GENERAL**

The GTCs represent the contractual content under which MSR-GROUP GMBH concludes an accommodation contract with its guests. These GTCs shall apply exclusively; other contractual conditions shall not become part of the contract, even if they are not expressly contradicted.

### **2. CONTRACTUAL PARTNER**

- a) In case of doubt, the contractual partner of MSR-GROUP GMBH shall be the customer/organizer, even if they have ordered or co-ordered for other individuals named. Hereinafter referred to as guest or guests.
- b) People making use of the accommodation are guests in the sense of the contractual conditions.

### **3. CONCLUSION OF CONTRACT, DOWN PAYMENT**

- a) The accommodation contract is concluded by the guest's order and its written confirmation by MSR-GROUP GMBH and the guest's payment of the deposit to MSR-GROUP GMBH and its written confirmation.
- b) If the content of the travel confirmation deviates from the content of the order, a new offer by MSR-GROUP GMBH shall exist. The contract is concluded on the basis of this new offer if the guest accepts this offer within 10 days.
- c) Otherwise MSR-GROUP GMBH shall not be obliged to comply with requests for changes after conclusion of the contract.
- d) It is agreed that the guest pays a deposit of 30 % of the order sum at the time of booking. Upon receipt of the deposit, the reservation becomes finally binding for both parties.
- e) Until one month before arrival the guest has to transfer the balance (70%) and a deposit of 500 € to MSR-GROUP GMBH, the completely filled out list of names of the fellow travelers.
- f) If the payment - according to (e) - is not made in time, it is equivalent to a cancellation declaration of the guest towards MSR-GROUP GMBH and article 5 (b) applies. This means that the deposit paid will be retained as a cancellation fee.

### **4. START AND END OF THE ACCOMMODATION**

- a) The guest has the right to move into the rented object from 12:00 noon of the agreed day with the number of people registered and confirmed in writing.
- b) The rented object is to be vacated by the guests on the day of departure until 12:00 o'clock.



## 5. RESCISSION/CANCELLATION OF THE ACCOMMODATION CONTRACT

- a) Up to 92 calendar days prior to the agreed date of arrival of the guest at the latest, the accommodation contract can be cancelled by both contracting parties by unilateral written declaration without payment of a cancellation fee. The cancellation declaration must be in the hands of the contracting party no later than six months before the agreed arrival date of the guest.
- b) In the event of written cancellation by the guest up to 91 calendar days before the agreed date of arrival, MSR-GROUP GMBH shall retain the deposit paid as a cancellation fee.
- c) In the event of written cancellation by the guest between 56 and 90 calendar days before the agreed date of arrival, MSR-GROUP GMBH shall retain the advanced payment made as a cancellation fee.
- d) In case of later cancellations or partial cancellations by the guest or even if the guest does not start his journey (no-show), the guest is obliged to MSR-GROUP GMBH to pay the agreed fee in full.
- e) These cancellation costs do not arise or arise in a reduced amount if the guest can prove that damage did not arise at all or did not arise in this amount.
- f) MSR-GROUP GMBH reserves the right to prove and assert a higher damage.
- g) The guest can insure himself against this risk by taking out travel cancellation insurance himself.

## 6. PROVISION OF SUBSTITUTE ACCOMMODATION

- a) MSR-Group GMBH can provide the guest with adequate substitute accommodation if this is reasonable for the guest, especially if the deviation is minor and objectively justified.
- b) An objective justification is given, for example, if the room(s) have become unusable or other important operational measures require this step.
- c) Any additional expenses for the replacement quarters shall be borne by MSR-GROUP GMBH.

## 7. RIGHTS OF THE GUEST

- a) By concluding an accommodation contract, the guest acquires the right to the usual use of the rented rooms, the facilities of the chalet, which are usually and without special conditions available for the use of the guests.
- b) The guest has the right to occupy the rented rooms from 12:00 noon of the agreed day.

## 8. OBLIGATIONS OF THE GUEST

- a) Upon termination of the accommodation contract, the payment for services/additional services booked and used on site must be transferred immediately.
- b) For the damage caused by guests the regulations of the compensation law are valid. Therefore, the guest shall be liable for any damage and disadvantage suffered by MSR-GROUP GMBH or third parties due to his fault or due to the fault of his companions or other people for whom he is responsible, even if the injured party is entitled to claim damages directly from MSR-GROUP GMBH.



c) The guest has to hand over the chalet tidied. The garbage has to be separated accordingly and the dishes have to be washed. All movable parts (bed linen, towels, dishes, chairs, etc.) are the property of MSR-GROUP GMBH and must be tidied up again. The final cleaning only covers the usual cleaning of floors, windows, toilets, washbasins and tiles. Other soiling (dirty dishes, food leftovers, ...) and not separated garbage will be charged additionally according to time spent and deducted from the deposit.

d) The entrance and access area are regularly cleared in winter by an external service provider. However, we ask for your understanding that in exceptional cases the tenant himself must clear snow to free the entrance area from snow. Please note that it can also be slippery in places or snow can come off the roof.

#### 9. RIGHTS OF MSR-GROUP GMBH

a) MSR-GROUP GMBH has the right of lien on the objects brought in by the guests to secure the agreed remuneration.

b) MSR-GROUP GMBH has the right to refuse services/additional services for operational reasons.

c) The deposit amount will be refunded by MSR-GROUP GMBH within reasonable time limits if the accommodation is left in order and without damage. Possible claims for damages do not expire through the refund of the deposit. Services booked on site (and not prepaid) will be deducted from the deposit. Missing inventory (movable as well as fixed) will be deducted from the deposit at the replacement value.

#### 10. OBLIGATIONS OF MSR-GROUP GMBH

a) MSR-GROUP GMBH is obligated to provide the agreed rental accommodation and the agreed additional services/services to an extent corresponding to the standard.

b) All services are additional services and are not included in the accommodation fee and will be charged separately.

c) The prices quoted are inclusive of VAT.

#### 11. LIABILITY OF MSR-GROUP GMBH FOR DAMAGES

a) MSR-GROUP GMBH is liable for damages suffered by a guest if the damage occurred within the scope of the business and if he or his employees are at fault.

b) In addition, MSR-GROUP GMBH shall be liable for items brought in by guests up to a maximum amount of 1,100 €, unless MSR-GROUP GMBH proves that the damage was neither caused by them or one of its employees nor by third parties leaving or entering the MSR-GROUP. Under these circumstances, MSR-GROUP GMBH shall be liable for valuables, money and securities up to a maximum amount of 550 €. The safekeeping of valuables, money and securities is explicitly refused for organizational reasons.



## 12. ANIMAL HUSBANDRY

- a) In general, no animals (dogs, cats, etc.) are allowed in Chalet Risus Vallis.
- b) Animals may only be brought along if written permission has been obtained from MSR-Group GmbH.
- c) Guests shall be liable for any damage caused by animals brought along in accordance with the legal regulations applicable to the animal owner.

## 13. DISCOUNTS

There are special discounts on the accommodation costs for the following groups of people (without sales tax), should they also make the binding booking personally:

- a) Premium members of Lisa-Sports GmbH in Passau
- b) Employees of MSR-Group GmbH in Pocking (incl. subsidiaries). If the annual tax-free amount is exceeded, the employee must pay tax on the non-cash benefit himself.

The discount agreed in each case (will be stated with the offer) is only valid if the respective membership or employment contract is valid at the time of booking and at the same time at the start of the trip and no notice of termination has been received. Otherwise, the discount may be refused in advance or deducted from the guest's deposit afterwards. There is no right to receive multiple discounts on one booking at any time.

## 14. TERMINATION OF THE ACCOMMODATION

- a) The accommodation contract ends with the agreed departure date. If the guests depart prematurely, MSR-GROUP GMBH shall be entitled to demand the full agreed remuneration.
- b) If the fulfillment of the contract becomes impossible due to an event to be considered as force majeure, the contract shall be cancelled.
- c) MSR-GROUP GMBH shall be entitled to dissolve the accommodation contract with immediate effect if the guests make considerably disadvantageous use of the premises or behave in a reckless, offensive or otherwise grossly improper manner.

## 15. PLACE OF PERFORMANCE AND JURISDICTION

The place of performance shall be the place where the rented chalet is located. For all contractual partners of the accommodation company and any pending court disputes, a district court of the choice of MSR-Group GmbH shall be agreed upon, insofar as this is not contradicted by any mandatory legal provisions. Austrian law shall apply exclusively to the exclusion of conflict-of-law rules that provide for the application of another legal system.

## 16. FINAL PROVISIONS

Should individual provisions of these general conditions for the conclusion of accommodation contracts be invalid, it shall not affect the validity of the remaining provisions. We reserve the right to correct errors as well as misprints and miscalculations. Instead of the invalid one, an agreement that comes as close as possible to the invalid one shall apply. Any deviation or collateral issue requires the written form.