



## **General Terms and Conditions of Business of Millstätter See - Bad Kleinkirchheim - Nockberge**

### **Tourismusmanagement GmbH**

Kaiser-Franz-Josef-Straße 49

9872 Millstatt am See

+43 (0) 4766 3700

info@mbn-tourismus.at

[www.millstaettersee.com](http://www.millstaettersee.com) | [www.badkleinkirchheim.at](http://www.badkleinkirchheim.at) | [www.nockberge.at](http://www.nockberge.at)

### **1 Scope of application**

These General Terms and Conditions of Business strictly apply to all bookings which are made via Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH and for which Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH acts as intermediary or operator. Specifically these General Terms and Conditions of Business apply to bookings made via the website of Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH, which is accessible at: [www.millstaettersee.com](http://www.millstaettersee.com) [www.badkleinkirchheim.at](http://www.badkleinkirchheim.at) [www.nockberge.at](http://www.nockberge.at), and also to those bookings which are made in writing, by fax or verbally / by phone, via Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH. By making the booking the contractual partner / guest recognises these General Terms and Conditions of Business and accordingly these become terms of the contract.

### **2 Contractual relationship between Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH and the guest**

2.1 Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH as intermediary: Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH offers the guest the possibility of booking third-party travel and other services directly via Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH as intermediary. Within the context of its activity as an intermediary, Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH itself does not offer any travel or other services on its own responsibility, and therefore also accepts no liability for the travel or service booked. Through the booking only a procurement contract comes about between the guest and Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH, to which the provisions of Section 31b ff KSchG [Consumer Protection Act] do not apply. Thus within the context of its procurement, Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH neither owes the guest a (travel) service, nor does it assume any guarantee for the contractual fulfilment by the accommodation business. However, Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH does owe careful endeavours to procure the performance of a third party (operator, transport company, hotelier etc.) for the guest, with any possible liability of Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH in respect of this procurement activity being limited to cases of intent and gross negligence. The service procured shall always be invoiced and charged directly by the accommodation business, and the procured services themselves are governed by the [AGB der Österreichischen Hotellerie 2006](#) [2006 General Terms and Conditions for the Hotel Industry], insofar as this accommodation business has not provided any separate terms and conditions of business.

2.2 Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH as operator: In exceptional cases Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH acts as operator, in which case within the context of these (exclusively package) offerings reference is expressly made to the capacity of Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH as an operator. In these cases Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH as operator shall be liable for the service (of its own) that is offered, whereby also in the case of its own events any possible compensation is limited to cases of intent and gross negligence.

### 3 Booking

3.1 Booking procured services: For procured services, reservations are forwarded to the accommodation business concerned via Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH, which acts as a messenger on behalf of the guest within the context of a procurement contract. This procurement service by Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH is free of charge for the guest.

3.2 Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH as operator: For travel offers (packages) that are provided by Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH as operator (and are clearly identified as such in the text of the offer), the guest issues their reservation directly to Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH as operator. For both procured services and the own events of Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH, the booking / reservation enquiry takes place by means of an entry made by the guest themselves on the website booking platform at [www.millstaettersee.com](http://www.millstaettersee.com) [www.badkleinkirchheim.at](http://www.badkleinkirchheim.at) [www.nockberge.at](http://www.nockberge.at), or by means of another written or verbal declaration by the guest to Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH.

### 4 Conclusion of contract

By making the reservation, the guests issues the offer to conclude a contract; in the case of procured services this offer is issued to the accommodation business, and in the case of events by Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH (strictly packages, with reference expressly being made in the text of the offer to its capacity as operator) to Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH. The intended contract (accommodation, hotel service, travel service) only comes about when the booking is confirmed by Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH, whereby for procured services the contract comes about exclusively with the accommodation business, and for events from Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH the contract comes about with Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH. For the procured services themselves therefore, on the basis of the direct contract with the accommodation business the [AGB der Österreichischen Hotellerie 2006](#) [2006 General Terms and Conditions for the Hotel Industry] apply insofar as the operator has not presented its own general terms and conditions of business. When Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH itself acts as operator, the intended contractual relationship comes about directly between Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH and the guest, and in this respect these General Terms and Conditions of Business apply with the additional application of the [ARB 1992 der Österreichischen Reisebüros](#) [General Travel Terms and Conditions 1992 of the Austrian Travel Agencies]. The place of performance is the registered office of Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH or the registered office of the accommodation business that has been booked.

## 5 Payment

As soon as the contract has come about by being confirmed, the payment terms below apply:

5.1 For procured services: payments for procured contracts must be made exclusively to the respective accommodation business in accordance with the contract. The accommodation business has the right to request a down payment as security. If it makes use of this right, this will be stated accordingly in the offer and/or in the booking. The remaining travel price and any additional costs due (final clean, local tax, electricity etc.) are also payable by the guest directly to the accommodation business. If a credit card number was provided when booking, the accommodation business can resort to this in the event of cancellation and can deduct the amount due. Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH is not responsible for the content or specific format of the contract concluded between the guest and the accommodation business (such as cancellation charges, additional costs, etc.) and assumes no liability in this respect. Solely the accommodation business is responsible for the procured service being correct and up to date, and for the rooms being available.

5.2 For own events: insofar as Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH acts as an operator in its own name, the travel price and / or any down payment requested must be paid directly to Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH, with the respective payment amount and the specific payment and cancellation terms already being visible in the offer and stated on the booking confirmation respectively.

## 6 Cancellation by the guest

Communications by the guest about changes and cancellations can be sent to Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH for procured services, and also directly to the accommodation business. For those services organised by Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH itself, changes or cancellations must exclusively be notified to Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH. The participating accommodation businesses have their own cancellation terms to which the guest is referred when making their booking. For Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH the cancellation terms in the [AGB der Österreichischen Hotellerie 2006](#) apply.

## 7 Hotel categories and hotel information

7.1 Hotel classification The hotel classification is based on an inspection of the accommodation by the professional hotel association of the Austrian Economic Chamber.

7.2 Additional hotel information: the additional hotel information is based on the hotel's own information. Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH assumes no guarantee for this information.

## 8 Data protection

The guest notes that the personal data it enters are processed electronically for the purpose of fulfilling the intended contract. They are only passed on insofar as is necessary for implementing the booking, and are not passed on for other purposes. Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH complies with the legal data protection regulations. Further information about the processing of data by Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH can be found in the [data privacy statement](#).



## 9 General

It is agreed that the place of jurisdiction for all disputes arising directly between the guest and Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH shall be the court in Austria with local jurisdiction for the matter for the registered office of Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH. In addition exclusively Austrian law is applicable.

## 10 Information pursuant to Section 7 Para.

1 RSV [Austrian Travel Agency Security Regulation] Operator: Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH, registered under the number 34542347 in the Register of Operators of the Federal Ministry of Science, Research and Economy. In accordance with the Austrian Travel Agency Security Regulation, for package holidays from the operator Millstätter See - Bad Kleinkirchheim - Nockberge Tourismusmanagement GmbH customers' money is safeguarded subject to the following requirements: The down payment is made at the earliest eleven months before the agreed end of the holiday and amounts to 20% of the holiday price. The payment of the balance is made at the earliest 20 days before the start of the holiday, in return for the provision of travel documents to the customer. No down payments or balance payments must be requested in any greater amount or at an earlier date. Down payments and balance payments are only secured in the extent to which the travel operator is entitled to receive such payments. Priority is given to using the security amount for the satisfaction of payments that have been received in accordance with the regulations. Bankguarantee Volksbank Kärnten e.G. In the event of insolvency, all claims must be registered (or will otherwise be forfeited) within 8 weeks of the onset of insolvency with the receiver (Europäische Reiseversicherung).