

Tourismus Salzburg GmbH

HOTEL CONTRACT REGULATIONS (HCR)

for Partners of Tourismus Salzburg GmbH

1. General information

1.1 These Hotel Contract Regulations (HCR) as may be amended from time to time, set for the reciprocal rights and obligations between

- a) Parties offering tourist services (hereinafter: Offering Parties) and
- b) Users of the information and booking system operated by Tourismus Salzburg GmbH via the web site <http://www.salzburg.info> .

2. Conclusion of the contract and down payment

2006 GENERAL TERMS AND CONDITIONS FOR THE HOTEL INDUSTRY (AGBH 2006) as of 15 November 2006

> http://www.hotelverband.at/down/AGBH_englisch.pdf

GENERAL TERMS AND CONDITIONS (GTC)

Tourismus Salzburg GmbH (date of issue: 2004-01-01)

1. General information

1.1 These General Terms and Conditions (GTC) as may be amended from time to time set forth the reciprocal rights and obligations between

- a) Tourismus Salzburg GmbH as the operator (hereinafter: Operator) of Internetbased information and booking systems (hereinafter: Booking System) and
- b) Users (hereinafter: Users) of the web site <http://www.salzburg.info>.

1.2 The reciprocal rights and obligations between the parties offering tourist services (hereinafter: Offering Parties) are subject to the terms and conditions of the Hotel Contract Regulations (HCR) available at <http://www.salzburg.info>.

1.3 By using the Booking System, the User agrees to accept and shall be bound by these GTC.

2. Availability of the Booking System

2.1 The Operator shall make the Booking System available to Users to book tourist services (accommodations, package offers, other tourist services) free of charge. The Operator shall not provide any additional services and shall not enter into a contractual relationship with the Users.

2.2 The respective Offering Party shall solely be responsible for providing the services booked by the User as well as responding to requests for reservations and information.

2.3 The Offering Parties shall maintain and prepare the information provided in the Booking System themselves. The Operator shall not be responsible for the accuracy or completeness of such information or for the actual availability of the tourist services offered.

2.4 The Booking System shall list the results of a search by the User according to specific search criteria (date of arrival, length of stay, etc.) at random. The order shall not constitute a rating or recommendation by the Operator.

2.5 Use of the Booking System may become limited due to technical defects (power failure, hardware or software errors, etc). The Operator shall be occasionally be entitled to limit the use of the Booking System for all Users; this shall particularly apply in the event of servicing the Booking System. The Operator shall also be entitled to exclude individual Users from using the Booking System in the event of breaching the GTC, the law, public morals or for other reasons.

2.6 The Operator shall not warrant that the Booking System is available at all times.

3. Booking, cancellation insurance and payment

3.1 The Operator shall make it possible for Users to enter into contracts with the Offering Parties via the Booking System based on the HCR. A contract between the individual User and the individual Offering Party via the Booking System shall be concluded when the User submits the booking (by clicking the arrow marked "Book" in the Booking System) when accessing the automatically generated electronic booking confirmation (appearing on the User's screen).

3.2 This shall apply analogously to the User's option to take out cancellation insurance with the insurance company authorized by the Operator when concluding a contract with the Offering Party based on the General Insurance Conditions.

3.3 The Operator shall be entitled to collect the down payment agreed between the User and the Offering Party from the User through the payment mode selected by the User.

4. User's rights and obligations

4.1 The User shall not be entitled to rescind the contract entered into with the Operator via these GTC.

4.2 The User's right to cancel a contract with the Offering Party is set forth in section 3 of the HCR.

5. Operator's liability

5.1 The Operator shall not be liable for damage or consequential damage arising in connection

with a loss of data, manipulation of data or the erroneous transmission of data caused by the breakdown, limitation or improper use of the Booking System by individual Users or third parties, or for erroneous bookings on the part of the User.

5.2 Indemnification for loss of profits on the part of the user is precluded.

5.3 In all other respects, the Operator shall only be liable in cases of intent or gross negligence.

6. Data protection

6.1 The Operator shall process the User's personal data in accordance with the 2000 Data Protection Act (DPA 2000).

6.2 The User expressly agrees to allow the Operator to process personal data provided by the User (name, address, email address, telephone number, payment information) to the extent required to process requests for information, reservations, bookings or payment transactions.

6.3 The User expressly agrees to allow the Operator to transmit the personal data provided by the User to Offering Parties for the purpose of processing requests for information, reservations, bookings or payment transactions.

7. Miscellaneous provisions

7.1 These GTC shall be governed by and construed in accordance with Austrian law, precluding any other legal system. Pursuant to Art. 5, section 2 of the EC Convention on the Law Applicable to Contractual Obligations (Rome Convention), the compulsory laws in the consumer's native country within the EEA shall apply in any case.

7.2 Modifications, supplements and amendments to these GTC must be made in writing. This shall also apply to a modification or waiver of this written requirement.

7.3 If any of the provisions of these GTC should become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

Date of issue: 2004-01-01
