

# General Terms and Conditions of Renting and Intermediation

Version April 2021

## 1. General

- 1.1. The Kufsteinerland Tourism Association (corporation under public law), hereinafter referred to as: TVB Kufsteinerland, maintains the internet site [www.kufstein.com](http://www.kufstein.com) an internet portal that is intended to give the tourism industry for the Kufsteinerland Region a global presence in the World Wide Web.
- 1.2. The aim of this home page is to offer visitors information about the Kufsteinerland region, its attractions, its accommodation and current events.
- 1.3. Consumers (subsequently also referred to as **guests, end consumers, visitors**) can search currently available accommodation in the Kufsteinerland region via the internet portal [www.kufstein.com](http://www.kufstein.com).
- 1.4. The TVB Kufsteinerland offers, on behalf of participating accommodation providers, marked by a cooperation agreement, in this special case – “the booking of accommodation via [www.kufstein.com](http://www.kufstein.com)”, no hotel services and will not act as a tour operator or intermediary. The TVB Kufsteinerland only provides the consumer with free access to the booking platform [www.kufstein.com](http://www.kufstein.com), subsequently, Feratel Deskline. These General Terms and Conditions of Renting and Intermediation apply to the usage of this access.
- 1.5. The TVB Kufsteinerland also acts as a travel agent/host/office. The General Travel Conditions A) and/or B) and/or C) apply.

## 2. Scope

- 2.1. These General Terms and Conditions of Renting and Intermediation apply for the free access to the booking platform [www.kufstein.com](http://www.kufstein.com), subsequently, Feratel Deskline.
- 2.2. Any conflicting General Terms and Conditions or Terms of Use for the consumer shall not apply.
- 2.3. With the use of the free access to the booking platform [www.kufstein.com](http://www.kufstein.com), subsequently, Feratel Deskline, the consumer agrees without limitation to these General Terms and Conditions of Renting and Intermediation.
- 2.4. The contractual relationship for the booked accommodation, known as the Accommodation Contract, comes about solely and directly between the consumer and the accommodation provider in question. These General Terms and Conditions of Renting and Intermediation shall not apply to this contractual relationship (Accommodation Contract between the consumer and accommodation provider).

## 3. Mediation of Accommodation via [www.kufstein.com](http://www.kufstein.com)

- 3.1. The TVB Kufsteinerland does not mediate any accommodation itself, as regulated in these General Terms and Conditions of Renting and Intermediation, but only provides free access to the booking platform Feratel Deskline (booking interface on [www.kufstein.com](http://www.kufstein.com)).

- 3.2. The services of the TVB Kufsteinerland shall be deemed to be satisfied with the provision of free access to the booking platform.
- 3.3. The TVB Kufsteinerland has no influence on the accommodation description, the accommodation classification using stars and other general descriptions. The hotel descriptions during the search and booking of hotel accommodation come from Feratel Deskline. Every accommodation facility is solely responsible for data maintenance. The TVB Kufsteinerland is consequently not liable for incorrect accommodation descriptions, for a particular state of the premises, a certain quality of accommodation etc.
- 3.4. Any bookings will be made on the internet portal [www.kufstein.com](http://www.kufstein.com), but also on the hotel reservation system of Feratel Deskline. The contractual relationship for the booked accommodation therefore comes about solely and directly between the consumer and the accommodation provider in question.

#### **4. Liability and Availability**

- 4.1. The TVB Kufsteinerland is committed to keep the internet portal and the free access to the booking platform [www.kufstein.com](http://www.kufstein.com), subsequently Feratel Deskline, available 24 hours a day. Accessibility may be restricted due to technical failures, maintenance etc. Consumers have no claim to uninterrupted accessibility of the internet portal.
- 4.2. The TVB Kufsteinerland assumes no liability for any warranty claims, any damage resulting from a technical failure, maintenance etc. or from other restricted accessibilities.

#### **5. Privacy Policy**

- 5.1. The privacy policy will apply according to the internet address: <https://www.kufstein.com/en/cookies-statement.html>

#### **6. Final Clause**

- 6.1. The nullity of individual terms of these General Terms and Conditions of Renting and Intermediation does not affect the validity of other terms.
- 6.2. Austrian substantive law applies as agreed, excluding the UN Sales Law and the referring statutes of international private law.
- 6.3. The place of jurisdiction for any disputes shall be the competent court of the town of Kufstein.