General Terms and Conditions of VERBUND Tourismus GmbH (hereinafter referred to as VTO)

Berghotel Malta

Section 1: Validity of the General Terms and Conditions

1.1. These General Terms and Conditions (”T&Cs”) apply to services (”Services”) provided to visitors and other contracting parties (”Contracting Parties”) by VERBUND Tourismus GmbH with the business address Europaplatz 2, 1150 Vienna, Austria (”VTO”) – Contact information: Phone number +43 (0) 50 313 23201, email address tourismus@verbund.com, commercial register no. FN 64940 a, Commercial Court of Vienna, VAT ID. ATU36804801 – at the Berghotel Malta (Brandstatt 36, 9854 Malta).

1.2. The services involve, in particular, the rental of rooms for accommodation, as well as for all related additional services offered by VERBUND (”Accommodation Agreement” or “Agreement”).

1.3. VTO provides its services exclusively in accordance with these T&Cs. VTO considers any deviating terms and conditions from the Contracting Party or any changes and/or additions to the T&Cs by the Contracting Party to be irrelevant and invalid, unless VTO expressly agrees to their validity in writing.

1.4. The General Terms and Conditions for the Hotel Industry (AGBH 2006) as amended and the General Terms and Conditions for the Hospitality Industry 2022 (AGBG 2022) as amended apply to all provisions not governed by these T&Cs.

Section 2: Service description

2.1. VTO runs the Berghotel Malta at the excursion destination and its main site on the Malta high alpine road (Brandstatt 36, Kölnbrein Dam , 9754 Malta, Austria). Services provided at the Berghotel Malta entail, in particular, the rental of rooms for accommodation, as well as all related additional services offered by VTO. These include the provision of accommodation for a fee, the leasing of space for seminars, conferences and other events, as well as the sale of food and beverages.

2.2. The excursion destination can be accessed via the Malta high alpine road, which is a toll road. The fee for using the road (toll ticket) is paid at the Brandstatt toll station and entitles the purchaser to drive to the Kölnbrein Dam, the Berghotel Malta and the Kölnbreinstüberl,

and use the parking spaces. When staying overnight at the Berghotel Malta, the toll fee is included in the overnight rate.

2.3. Additional services and benefits are offered in connection with the Kärnten Card (KC). The terms and conditions for the Kärnten Card – available on the company's website at https://www.kaerntencard.at/winter/en/agb/ – also apply to VTO services provided in connection with the KC.

2.4. Further services can be found on the website at https://visit.verbund.com/en. The services depicted and advertised on the website serve to inform Contracting Parties and do not constitute a legally binding offer. Information on the availability of dates is also provided on the website or in the online form for the individual services.

Section 3: Prices

3.1. The prices listed or agreed upon by VTO at the time the contract is entered into apply.

3.2. Unless otherwise specified, the quoted prices are inclusive of all taxes and duties as specified in the current price lists or as individually agreed. Contracting Parties are required to bear the cost of any changes in prices resulting from taxes and duties. Any newly introduced government duties (regardless of their nature) will be added to the contractual prices.

3.3. If local taxes, such as visitor's tax, are charged in addition to the room rate, VTO will notify Contracting Parties of this in advance as well as in the booking confirmation.

3.4. Other services available at the Berghotel that are not included in the Accommodation Agreement or in the contract are offered at the rates displayed at the Berghotel and charged to the Contracting Parties.

Section 4: Contract conclusion / Reservations

4.1. By making a reservation or booking, potential Contracting Parties have submitted an offer to conclude an Accommodation Agreement. The Contracting Parties will receive a booking confirmation once availability has been confirmed. Acceptance of the reservation made by Contracting Parties, subject to their acceptance of these T&Cs, results in a booking and the establishment of the Accommodation Agreement between VTO and the Contracting Parties.

4.2. Offers regarding available rooms are subject to change and are non-binding. VTO may, at its sole discretion, refuse to enter into an Accommodation Agreement.

4.3. Contracting Parties are not entitled to demand an overnight stay in a particular room.

4.4. VTO reserves the right to specify industry-standard restrictions such as minimum stays, booking guarantees, credit card authorisations or advance payments for certain dates. In this

scenario, VTO will notify the contracting parties of this fact before the contract is concluded or the reservation is made.

Section 5: Payment terms

5.1. Upon departure, Contracting Parties are obliged to pay the agreed fee plus any additional amounts resulting from separate use of services by themselves and/or accompanying third parties plus statutory VAT.

5.2. Separate payment terms and conditions apply for group bookings, which will be notified to the Contracting Parties and can be found in the respective contract or the booking confirmation.

5.3. If an advance payment has already been made before check-out, only the remaining amount of the booked service, as well as any additional services utilised, will be charged at check-out. If the booked service has already been paid, only the fee for additional services utilised will be charged at check-out.

5.4. Contracting Parties are not permitted to offset payments unless the offsetting relates to an undisputed or legally established claim. A valid voucher for a stay at the Berghotel can be redeemed in accordance with these T&Cs.

5.5. The accepted payment methods are cash in euros, EC debit cards, MasterCard and Visa. The payment methods listed above are for non-binding informational purposes only. The inclusion of a payment method in the above list does not guarantee that the chosen method will not be rejected on grounds such as restrictions instated by the card issuer (transaction amount limit, blocking list, etc.).

5.6. If Contracting Parties refuse to pay the agreed fee or fall into arrears with payment, VTO will be entitled to the statutory right of retention pursuant to Section 970c of the Austrian Civil Code (Allgemeines bürgerliches Gesetzbuch, ABGB) and the statutory right of lien pursuant to Section 1101 AGBG on the belongings brought to the hotel by the Contracting Parties.

5.7. Furthermore, VTO is entitled to this right of retention or lien to secure claims under the Accommodation Agreement, in particular for meals, other expenses incurred on behalf of Contracting Parties and for any claims for damages of any kind.

Section 6: Reserved rooms / Rights of contracting parties

6.1. Reserved rooms are available to Contracting Parties from 3 p.m. on the day of arrival and until 11 a.m. on the day of departure, unless otherwise agreed. VTO is entitled to bill for an additional day if the booked room is not vacated by the agreed time.

6.2. By concluding the Accommodation Agreement, the Contracting Parties acquire the right to the normal use of the rooms booked, the hotel facilities of the that are normally available to guests for use without special conditions and standard room service.
6.3. Contracting Parties must exercise their rights in accordance with any hotel and/or guest guidelines (house rules).

6.4. On request and subject to availability, late check-out can be agreed in advance with VTO. If VTO agrees to a late check-out, an amount of EUR 20.00 will be charged for the prolonged use of the room. The full daily rate for the room is charged for check-outs after 6 p.m. The Accommodation Agreement does not entitle guests to late check-out.

6.5. Contracting Parties are not entitled an extension to their stay. If Contracting Parties notify VTO that they would like to extend their stay with notice, VTO may agree to the extension depending on availability and operational circumstances.

6.6. If Contracting Parties cannot depart from the Berghotel on check-out day because all travel options (access road) are cancelled or cannot be taken due to unforeseeable exceptional circumstances (extreme snowfall, floods, etc.), the Accommodation Agreement is automatically renewed for the duration of time during which the Contracting Parties are unable to leave. The fee for this time period may only be reduced if Contracting Parties are unable to use all of the services offered by the hotel due to the exceptional weather conditions. VTO is entitled to charge at minimum the rate that corresponds to the standard price in the off-season.

Section 7: Resale, rental and transfer of bookings

7.1. The resale/rental and/or transfer of booked services is not permitted. In particular, booked services may not be passed on to third parties without the consent of VTO or for an amount that exceeds the applicable purchase price.

7.2. The transfer or sale of the claim against VTO is also not permitted. In these scenarios, VTO is entitled to cancel the booking, especially if the Contracting Party has provided false information on the type of booking or payment when transferring or selling a claim against VTO to third parties.

Section 8: Liability and warranty

8.1. VTO is generally liable to Contracting Parties under the general statutory provisions of tort law.VTO is liable to Contracting Parties who are consumers according to KSchG, except for in cases of personal injury – yet not in cases of slight negligence. VTO is only liable to Contracting Parties who are entrepreneurs in the event of gross negligence and intent, whereby the burden of proof lies with the entrepreneurs and consequential damage, immaterial damage and lost profits will not be compensated under any circumstances

8.2. If disruptions or defects affect the services provided by VTO, VTO will endeavour to remedy the situation upon becoming aware of it or after being notified without delay by the Contracting Party. Contracting Parties are required to assist to a reasonable degree with rectifying the disruption and to keep any potential damage to the minimum. Furthermore, Contracting Parties are obliged to inform VTO in good time if exceptionally high damage can be expected.

8.3. VTO is liable under the statutory provisions for belongings brought to the hotel by Contracting Parties.

8.4. VTO is only liable if the belongings have been handed over to VTO or the staff of the hotel or taken to a location specified or designated by VTO. Unless VTO can prove otherwise, VTO can be held liable for the negligence of its staff and of persons entering and leaving the premises.

8.5. If Contracting Parties fail to comply promptly with VTO's request to store their belongings at a special storage location, VTO is exempt from all liability. The amount of any liability on the part of VTO is limited to the maximum amount of VTO's liability insurance for the Berghotel. Any fault on the part of the Contracting Parties must be taken into account.

8.6. Valuables can be deposited free of charge in the hotel safe, subject to availability. The maximum liability for valuables and cash stored in the hotel safe (reception) is EUR 500. VTO only assumes liability for any losses exceeding this amount if it accepted these belongings for storage in full knowledge of their condition or if the damage was caused by VTO or one of its employees.

8.7. VTO may refuse to store valuables and money if they are significantly more valuable than belongings typically entrusted to the Berghotel by guests.

8.8. In all cases of storage, liability is excluded if the Contracting Parties do not notify VTO immediately upon becoming aware of the damage incurred. Furthermore, any related claims must be asserted in court within three years of becoming known or potentially known to the Contracting Parties; otherwise, their rights in this regard are forfeited.

8.9. As long as they are clearly worth more than EUR 10, any belongings left behind by the Contracting Parties will only be sent by post upon request no later than 14 days after the stay at the request, risk and expense of the Contracting Parties. After that, any belongings found are handed over to the lost-and-found office or discarded if they are of no discernible value.

8.10. Standard internet access is free of charge in the hotel and in the event area. Connection issues or failures do not constitute grounds for a reduction in the invoice amount or any liability of any nature on the part of VTO.

8.11. Contracting Parties are liable to VTO for any damage caused by them or other persons who receive services from VTO with the knowledge or permission of the Contracting Parties.

8.12. VTO is not liable for damage caused by third parties, nor for damage or the nonprovision of services due to force majeure or other circumstances beyond VTO's control.

8.13. VTO does not guarantee that all services can be used without restriction at all times. Contracting Parties are not entitled to assert claims against VTO if a service is temporarily unavailable for any reason. The same applies to necessary maintenance periods.

Section 9: Cancellation

9.1. VTO reserves the right to cancel the contract without notice prior to provision of the services and to demand compensation for damage incurred – incl. lost profit – for objectively justified reasons, for instance:

(a) if force majeure or other circumstances for which VTO is not responsible render the performance of the contract impossible. This primarily pertains to weather conditions that would make it impossible to provide the services and/or pose an increased risk to the Contracting Party or the tour group.

(b) if the contract is concluded based on misleading or false information regarding essential facts, for instance, regarding the identity of the Contracting Party or the purpose of the contract.

(c) if VTO has reasonable grounds to believe that the use of the service may jeopardise the smooth operation of business, without this being attributable to VTO’s sphere of control or organisation.

(d) if these T&Cs are breached in a material manner.

(e) if the purpose or reason for the stay is unlawful.

(f) in the case of resale/rental and/or transfer of reservations.

(g) if Contracting Parties fail to pay despite being granted a seven-day notice period.

9.2. Contracting Parties who are consumers according to the Consumer Protection Act (Konsumentenschutzgesetz, KSchG) may cancel contracts for services within 14 calendar days from the conclusion of the contract without stating any grounds in accordance with the Federal Law on Distance and Off-Premises Contracts (Fern- und Auswärtsgeschäfte-Gesetz, FAGG).

9.3. If the Accommodation Agreement stipulates the provision of an advance payment and the advance payment was not made by Contracting Parties in due time, VTO may withdraw from the Accommodation Agreement without notice.

9.4. If Contracting Parties do not arrive by 7 p.m. on the agreed arrival day, there is no obligation to provide accommodation unless a later arrival time has been agreed.

9.5. However, if contracting parties have made an advance payment, the room will remain reserved until no later than 10 a.m. on the day following the agreed day of arrival. In the event of advance payment for a booking of more than four days, the obligation to provide accommodation ceases from 6 p.m. on the fourth day, with the arrival day being the first day, unless the Contracting Parties announce a later arrival day.

9.6. VTO agrees to notify Contracting Parties if it exercises its withdrawal/cancellation rights in writing (email is sufficient) without undue delay, at the latest within 14 days of becoming aware of the reason. The cancellation of a contract by VTO does not give rise to any claims by Contracting Parties for damages or other compensation. Any claims by VTO for compensation for damages and expenses incurred remain unaffected in the event of justified cancellation of the contract.

9.7. Contracting Parties may cancel the Accommodation Agreement subject to the following conditions:
(a) A reservation or booking can be cancelled free of charge up to 24 hours before check-in, i.e. no later than 6 p.m. on the previous day, by stating the reservation number. After 6 p.m. on the day before the agreed arrival date, cancellation incurs a charge of 100% of the rate for the first night, minus any expenditure saved.
(b) For reservations or bookings other than those made under (a), the cancellation terms and conditions communicated in advance and documented in the booking confirmation will apply.
(c) For group bookings, separate payment and cancellation terms and conditions apply, which result from the corresponding contracts or the booking confirmation.

9.8. If Contracting Parties check out early, VTO is entitled to demand full payment of the agreed rate. VTO will deduct any savings it has made as a result of the services offered not being used or any income it has received from renting the booked room to another party. Savings are only considered to have been made if VTO is fully booked at the time the booked room is not used by the Contracting Party and the room can be rented to other guests as a result of the cancellation by the Contracting Party.

9.9. If the Accommodation Agreement is terminated early due to circumstances beyond VTO's control in accordance with Section 9.1. (a), the Contracting Parties will not be required to pay for services not used and any payments already made will be refunded by VTO accordingly. Any claims for compensation are excluded.

9.10. In the event of premature cancellation for the reasons listed in Section 9.1, the Contracting Parties must pay the agreed fee for the booked service or, if applicable, it will not be refunded. In addition, Contracting Parties will be required to pay compensation, including lost profits.

Section 10: Pets and room use

10.1. Guests can only bring pets with the permission of the Berghotel Malta. Contracting Parties must inform the hotel in advance if they plan to bring their pet. VTO will only approve pets if the pet is under the constant supervision of a suitable supervisor, the pet is free of diseases and does not otherwise represent a danger to hotel guests and staff.

10.2. In addition, Contracting Parties must have an animal liability insurance or private liability insurance policy, which also covers any potential damage caused by animals. Proof of corresponding insurance must be provided to VTO on request.

10.3. Pets may be brought into the restaurant area and the bar at the Berghotel, provided that the freedom of movement of other guests is not disturbed or impaired (see 10.1 above). A leash and muzzle must be used on pets on the hotel premises. Pets are not allowed in the wellness area and in the breakfast room (buffet area). Pets are subject to an extra charge, which is announced at the time of booking. Exemptions are granted for guide dogs for the blind and deaf along with other comparable service dogs. These dogs are permitted at the hotel free of charge at all times.

10.4. One room cannot be used to host several pets. Pets are restricted to one big or two small dogs (a maximum of two small dogs, up to 11 kg/40 cm) per room.

10.5. Dogs are not allowed in guest beds, on sofas or armchairs. A cleaning fee will also be charged for heavy contamination (such as dog hair).

10.6. Smoking is prohibited in hotel buildings without exception. In the event of noncompliance, any costs incurred for cleaning and the associated loss of earnings will be claimed if the rooms in question are unusable or cannot be rented out as a result.

10.7. The consumption of food and drinks from outside the hotel is prohibited in the communal areas of the Berghotel. Breakfast items are not to be taken out of the breakfast room. Meals are not to be prepared in rooms.

10.8. The use of rooms for any purpose other than accommodation is expressly prohibited.

10.9. Permissible use of parking spaces does not allow overnight stays in vehicles.

Section 11: Place of performance / Governing law / Legal venue / Miscellaneous

11.1.The place of performance is Brandstatt 36 , Kölnbrein Dam, 9854 Malta, Austria.

11.2. The place of jurisdiction for all disputes arising from or in relation to the contract is the court with jurisdiction over Vienna, Innere Stadt. In the event of disputes with Contracting Parties who are consumers according to KSchG, the Contracting Party’s place of domicile, habitual residence or place of employment is the legal venue in accordance with Section 14 KSchG.

11.3. These T&Cs and contracts concluded with VTO are governed excursively by the provisions of Austrian substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the non-mandatory referral rules of private international law. Renvoi is excluded.

11.4. If any of the provisions of these T&Cs are found to be invalid or unenforceable, this has no bearing on the validity of the remaining provisions of these T&Cs. With the exception of consumers within the meaning of the KSchG, the invalid or unenforceable term will be replaced by a valid or enforceable term, which comes closest in legal and economic terms to the invalid or unenforceable provision.

11.5. Contracting Parties undertake to comply with these conditions, as well as with all commercial or other provisions that apply to them. Terms and conditions of Contracting Parties do not apply, even if VTO does not expressly object to them. Counter-confirmations by Contracting Parties with reference to their own terms and conditions are hereby expressly rejected.

11.6. Any amendments or supplements to the contract and/or these T&Cs – without prejudice to Article 10 (3) KSchG in the case of consumer transactions – must be submitted in writing (email, letter). This also applies to the modification of this clause itself. Unilateral amendments or supplements by Contracting Parties are invalid.

11.7. These T&Cs apply in their current version, which is subject to amendment by VTO from time to time. VTO will notify Contracting Parties in advance of any changes to these T&Cs.

11.8. These General Terms and Conditions of VERBUND Tourismus GmbH take effect on 1 January 2026 and replace any previous versions of these T&Cs.

Last updated 1January 2026