

## **General Conditions VYNE Ehrwald GmbH**

### **1. General**

- 1.1. These General Conditions apply to all bookings, offers and agreements relating to all accommodations, services, activities and facilities, which are rented by VYNE Ehrwald GmbH, or its affiliates.
- 1.2. In these General Conditions, the term 'booker' means the person who concludes the contract through a booking agreement regarding rent and use of the accommodation(s), services, facilities and activities with VYNE Ehrwald GmbH. The term 'user' refers to the booker and the persons specified by the booker, also called companions, who will use the property, services, activities and /or facilities rented by the booker.
- 1.3. The VYNE Ehrwald GmbH General Conditions apply for a booking and stay at an VYNE Ehrwald GmbH resort, regardless of any (previous) reference to own conditions or other terms and conditions. VYNE Ehrwald GmbH rejects all other general conditions, which you refer to.
- 1.4. Deviations from these general conditions are only valid if agreed in writing by VYNE Ehrwald GmbH.

### **2. Bookings**

- 2.1. VYNE Ehrwald GmbH only accepts bookings from persons over 18 years. The booker must be 18 years or older. Bookings made by persons younger than 18 years are invalid.
- 2.2. VYNE Ehrwald GmbH will confirm and invoice the booking in writing or digitally, within 10 days at the latest. This confirmation/invoice are also the binding agreement between the booker and the involved VYNE Ehrwald GmbH resort, unless the legal booker is acting on attorney on behalf of other persons. The confirmation/invoice needs to be checked immediately for accuracy upon receipt. Possible or claimed errors must always be made in writing, no later than 10 days after the date you receive the confirmation/invoice and prior to the beginning of the stay. If you are not in the possession of the confirmation/invoice after 10 days, without these you can't claim the reservation, you should contact our customer service with the telephone number as stated on the VYNE Ehrwald GmbH website, as soon as possible.
- 2.3. The agreement between the booker and the involved VYNE Ehrwald GmbH resort concerns the rental of accommodations, services, activities and / or facilities and is by its nature of short duration.
- 2.4. At the VYNE Ehrwald GmbH holiday resorts it is only allowed for the booker and those registered as companion(s) to stay in the booked accommodation, unless the legal booker is acting on attorney on behalf of other persons. Furthermore, it is never allowed to stay with more people than the maximum number of people indicated by VYNE Ehrwald GmbH by type of accommodation.
- 2.5. Long-term bookings: It is possible to perform a booking for a period in which the rates have not yet been published. You will receive confirmation of the provisional booking. The deposit will be € 100, -. When the prices have been published, you will receive an updated confirmation/invoice of the final reservation. If the provisional booking is not converted into a confirmed booking the deposit will be refunded.
- 2.6. VYNE Ehrwald GmbH retains the right to terminate agreements with immediate effect, when personal information of the booker and / or its party are incomplete and / or inaccurate. In such case there will be no refund of rent or a portion thereof.
- 2.7. VYNE Ehrwald GmbH retains the right to refuse bookings, without giving any reason or to set special conditions.

### **3. Payments**

- 3.1. After the booking the booker receives a confirmation email and invoice with an online payment link / instructions for a bank payment. For a booking made more than 84 days prior to the arrival, there is a deposit of at least 40% of the rent of the accommodation,

services, activities and/or facilities. This deposit should be paid immediately after receipt of the confirmation/invoice, to be transferred to the bank account of VYNE Ehrwald GmbH stated on the invoice. The complete (100%) reservation- and insurance costs must be paid immediately. The rest amount must be paid at the latest 35 days before the arrival. When booked within 84 days of the arrival the full invoice should be paid at once upon receipt of the confirmation / invoice. After payment of the full invoice the access vouchers will be sent by mail.

- 3.2. If it shows upon arrival at the VYNE Ehrwald GmbH resort that the full amount has not yet (fully) been transferred to the bank account of VYNE Ehrwald GmbH, you have to pay the (remainder of the) amount at the reception of the involved VYNE Ehrwald GmbH resort. In the absence of a payment in accordance with the above, VYNE Ehrwald GmbH retains the right to deny you the access and use of the booked VYNE Ehrwald GmbH accommodation(s). If afterwards it turns out that there was a payment order given by you, but the amount was not yet transferred to the bank account of VYNE Ehrwald GmbH, the overpayment will be refunded.
- 3.3. In the event of late payment of the amounts invoiced to you, you will be in charge immediately after the deadline for the down payment or remaining payment. In that case VYNE Ehrwald GmbH reserves the right to unilaterally terminate (cancel) the agreement by means of a written notice (email). You are responsible for all damage that VYNE Ehrwald GmbH suffers or will suffer as a result, including all costs that VYNE Ehrwald GmbH has had to make in connection with your booking and the cancellation. You owe a termination compensation as below:

- In all cases you will owe the reservation costs in the event of termination
- In addition to the reservation costs, you do not owe cancellation costs if cancellation takes place longer than 14 days before the planned arrival date
- 100% of the invoice amount in the event of cancellation within 14 days before the planned arrival date

Amounts already paid will be settled with the termination compensation to be paid, as well as with any compensation for any other damage. Paid reservation costs and insurance premiums are non-refundable and are not settled. If still no amount has been paid, the aforementioned termination fees will be charged. The payment of the aforementioned termination fee must be received by VYNE Ehrwald GmbH within 14 days of the invoice date.

#### 4. Group Bookings and Payments

4.1. Group Bookings (like associations, schools, companies and institutions) can be made through the number stated on the VYNE Ehrwald GmbH website. Special conditions can be made regarding the group supervision and location of the accommodations. The purpose and size of the group may mean that in certain cases VYNE Ehrwald GmbH cannot accept the booking request. The confirmation / invoice is sent by post / digitally. For group bookings, payment and cancellation conditions are set separately at the time of the reservation.

#### 5. Booking Changes

- 5.1. If you, after the completion of the booking, want to change the booking to another arrival and/or accommodation then VYNE Ehrwald GmbH is not obliged to facilitate the requested change. It is at the discretion of VYNE Ehrwald GmbH whether and to what extent these changes (can) be accepted. For any booking change up to 4 weeks before the date of arrival of the original booking, we charge €45,- booking change fee. This fee

will not be charged if you add something to the existing booking or want to change to a more expensive period and/or accommodation type.

- 5.2. If you want to decrease the number of booked accommodations after the completion of the booking, the cancellation conditions of Article 12 apply.
  - 5.3. In principle, changes 4 weeks within arrival are not permitted. In case of a booking change to a cheaper period and/or accommodation type or a (partial) cancellation within 4 weeks before the arrival, you are obliged to pay the original invoiced booking amount.
  - 5.4. VYNE Ehrwald GmbH retains the right to offer you an alternative equivalent accommodation in the booked VYNE Ehrwald GmbH resort. If such a circumstance arises, VYNE Ehrwald GmbH will inform you as soon as possible.
6. Substitution
- 6.1. The booker and companion(s) are not allowed to transfer the booking under any name whatsoever and for any reason whatsoever to anyone other than to the involved booker and companion(s), unless otherwise agreed with VYNE Ehrwald GmbH in writing.
  - 6.2. If the booker and VYNE Ehrwald GmbH have agreed that the booker and/or one or more of the companions are to be replaced, then the original booker stays liable for the payment of the of the VYNE Ehrwald GmbH owed accommodation rent, extra booked services, booking change fee and any additional costs resulting from the replacement and any cancellation to VYNE Ehrwald GmbH.
7. Prices
- 7.1. The prices published by VYNE Ehrwald GmbH are not binding. VYNE Ehrwald GmbH retains the right to change prices and/or charge a surtax, for example as a result of (but not limited to) a change in energy prices. VYNE Ehrwald GmbH retains the right to change the discount rules and regulations. In the bookings process you will be informed of the actual prices. The price on the confirmation / invoice is binding. Price discounts and/or special offers cannot be used after the confirmation / invoice is sent by VYNE Ehrwald GmbH.
  - 7.2. The booker owes VYNE Ehrwald GmbH the booked rent, reservation fee, tourist taxes, other additional services, activities and /or facilities, as stated in the booking confirmation and invoice. All prices are including VAT where applicable, unless otherwise stated.
  - 7.3. In the accommodation price is included (unless stated otherwise):
    - a) VAT under the VAT directives of the country of destination.
    - b) The rental of fully furnished accommodation for the number of persons specified in the reservation.
    - c) Parking place for one car (if applicable)
    - d) Water, electricity and gas (in normal use)
    - e) Free access to the central swimming pool (when present)
  - 7.4. Not included in the accommodation price is (unless stated otherwise):
    - a) Local taxes.
    - b) Bed linen, towel package, kitchen package, basic service package. Bed linens and end cleaning are obligatory. Bed linens will be charged according to the number of guests (see article 12.10). Depending on the involved VYNE Ehrwald GmbH and the type of accommodation, these service items need to be booked as optional extra service.
    - c) Facilities & activities at the resort.
    - d) VYNE Ehrwald GmbH resort specific services.
    - e) Pets: there is an VYNE Ehrwald GmbH resort specific supplement for pets
    - f) Special preference costs for a booking with a special preferred accommodation location at the involved VYNE Ehrwald GmbH resort.

- g) Insurance premiums.
  - h) End cleaning of the accommodation
  - i) Made up beds and renewal of towel & kitchen package
8. Pets
- 8.1. Depending on the accommodation, up to one pet of the booker and / or party is allowed per accommodation by VYNE Ehrwald GmbH (unless stated otherwise). If you and/or your party wish to bring pets, you should report this immediately during the booking and upon arrival at the resort. VYNE Ehrwald GmbH reserves the right to refuse pets in the resort without reason.
  - 8.2. Pets result in extra cleaning and are charged per night.
  - 8.3. For the transport of animals to countries within the EU, it is obliged to have a passport and vaccination booklet, according to the European model (as of July 3, 2004). The animals must be vaccinated against rabies and identification through a chip or tattoo is required. You are responsible for having the right travel documents for your destination.
  - 8.4. Pets have no access to water features, pools, restaurants, indoor central facilities and other public places in the resort (unless otherwise stated). Pets must be leashed outside the accommodation at all times. Instructions on site must be followed. The pets must not disturb the other guests.
  - 8.5. Exotic animals, fighting and guard dogs are prohibited. Pets of visitors are not allowed.
9. Reservation fee
- 9.1. The reservation fee is included in the price for the German and the UK market. For all other markets, the reservation fee is not included.
10. Arrival and departure
- 10.1. A deposit may be requested upon arrival.
  - 10.2. The booked accommodation can be checked-in from 16:00 on the agreed day of arrival as stated on the confirmation of the reservation. On the agreed day of departure as shown on the confirmation of the reservation the accommodation must be departed before 10:00 (unless stated otherwise).
  - 10.3. Check-in procedure: booker reports to the check-in desk of the reception building at the resort and presents a valid identification, access voucher and / or booking and payment of possible outstanding invoice amount to gain access to the booked accommodation on the resort.
  - 10.4. Outside the specified holiday periods, there is a minimum of 2 nights booking.
  - 10.5. During the summer school holidays, as defined by each resort, there is a minimum booking period of 1 week from Saturday to Saturday (unless stated otherwise).
  - 10.6. If you wish to extend the agreement with VYNE Ehrwald GmbH for longer than the agreed duration and VYNE Ehrwald GmbH agrees, VYNE Ehrwald GmbH is always entitled to designate a different accommodation.
  - 10.7. If the use of the accommodation is terminated before the agreed date, as stated on the confirmation of the reservation, the booker is not entitled to reimbursement of (part of) the rent and/or any other costs. If you have a cancellation insurance and you meet the conditions imposed by the insurance company, you can file a claim directly at the involved insurance company as a result from finishing your stay earlier.
11. Cancellations
- 11.1. If a booking is cancelled, cancellation costs are due. It is advisable to take out cancellation insurance when booking. For the conditions and more details, please refer to [www.pure-ehrwald.com](http://www.pure-ehrwald.com). You can then indemnify yourself against the costs of a cancellation. The following conditions apply to a cancellation at VYNE Ehrwald GmbH:

Cancellation is free of charge within 14 days (336 hours) after the booking confirmation. If the planned arrival date takes place within 6 weeks after making the reservation, cancellations can be made free of charge within 4 days after the booking confirmation.

In other situations, the following costs will be charged, these amounts:

- If cancelled more than 14 days before the planned arrival date, only the reservation costs are due.
- If cancelled within 14 days of the planned arrival date, 100% of the agreed rent.
- In the event of early termination during the stay, the full rent is due.

With regard to the agreed rent, we refer to the rent consisting of the calculated rent where any discount has been deducted. The reservation costs will be charged.

Preference

costs will not be charged upon cancellation.

- 11.2. The payment of cancellation fee, specified in 11.1, needs to be in the possession of VYNE Ehrwald GmbH within 14 days after the invoice date. Paid reservation fee and insurance are not refundable.
  - 11.3. If you have not arrived within 24 hours after the agreed date without further notice, this will be considered as a 'no show' or cancellation.
  - 11.4. Under certain circumstances, see article 15 regarding Force Majeure, VYNE Ehrwald GmbH is entitled to unilaterally cancel the booking made, holding the right to not refund the booking costs incurred and / or the reservation costs and / or insurance premiums.
12. House rules and regulations
- 12.1. In order to ensure an enjoyable stay for all guests at VYNE Ehrwald GmbH, all guests must adhere to the (behavioural) rules, established in the house rules and pool regulations (if applicable). The house rules and pool regulations are available at the front desk of the resort. In violation of the house rules, pool regulations and/or failure to follow instructions of the personnel by the booker and/or its party, VYNE Ehrwald GmbH retains the right to remove the booker and its party immediately from the involved VYNE Ehrwald GmbH accommodation and resort, without refund of rent or any part thereof.
  - 12.2. In accordance with the local regulations, if so requested, you are obliged to identify yourself at check-in. If the guests cannot show any ID, VYNE Ehrwald GmbH retains the right to decide not to accommodate the guests.
  - 12.3. Each accommodation may only be occupied by the maximum people specified by VYNE Ehrwald GmbH for that relevant accommodation.
  - 12.4. VYNE Ehrwald GmbH retains the right to make changes in the design and opening of the (central) facilities in the VYNE Ehrwald GmbH resort. There is no right to any compensation. VYNE Ehrwald GmbH points out to (potential) bookers that it is possible that maintenance is performed at the resort during a stay, hereby the booker is not entitled to any compensation.
  - 12.5. If the on-site restaurant, bar and room rental companies provide you with catering services at the resort or trade agreements, the Uniform Conditions apply to these services. A copy of these conditions is available on request at the reception of the resort (depending on the country).
  - 12.6. Children under 12 are not allowed to use both, the central pool and the property private pool without adult supervision. Parents and / or guardians must ensure that children who cannot swim wear armbands and/or swim jackets. An adult should always be in the immediate neighbourhood. Swimming in lakes, ponds and the sea, which are located on the park, is not allowed, unless otherwise indicated.
  - 12.7. For safety & hygiene reasons it is not allowed to smoke in the accommodations (unless mentioned differently).

- 12.8. For safety reasons it is not allowed to post tents near the accommodation or at the resort.
  - 12.9. The booker must leave the accommodation at the checkout as follows: no dirty dishes, dishwasher emptied, bedding removed and folded, garbage bag in the container.
  - 12.10. The booker and companions are obliged to hire VYNE Ehrwald GmbH bed linen and pay for end cleaning.
  - 12.11. If the resort management has the serious suspicion that the tenant of a property acts in violation of the law and / or public order and / or morality, the resort management is authorized to access the booker's property.
13. Internet
- 13.1. Depending on the property, VYNE Ehrwald GmbH provides the booker and/or its party access to the Internet via a Wi-Fi or wired network.
  - 13.2. The booker is responsible for the proper use of the Internet as well as the necessary hardware and software configuration, peripherals and connections to support them and measurements to protect computer or operating system.
  - 13.3. VYNE Ehrwald GmbH is not liable for damages resulting from the use of the Internet or as a result of faults in the network.
  - 13.4. The booker and party should behave as a responsible and careful internet user, as may be expected. He will refrain from behaviour which harms other Internet users or where damage to VYNE Ehrwald GmbH is caused, in the broadest sense of the word.
  - 13.5. Any evidence or suspicion of nuisance of third parties and/or (other) internet abuse by the booker and/or its companions gives VYNE Ehrwald GmbH the right, without further notice, to block access to the Internet.
  - 13.6. The booker shall indemnify VYNE Ehrwald GmbH against third party claims to VYNE Ehrwald GmbH for compensation of damage that these third parties encounter, insofar as it is based on the Internet use by the bookers and its companions.
14. Liability
- 14.1. VYNE Ehrwald GmbH and the involved VYNE Ehrwald GmbH resort are not liable for a) theft (including from accommodation and pool lockers) and loss or damage to property or its people, of whatever nature, during or following a stay in one of our VYNE Ehrwald GmbH resorts and b) breaking down or disabling of technical equipment and the failure or closure of facilities in the resort.
  - 14.2. The booker and its companions are jointly and individually liable for all loss and/or damage to VYNE Ehrwald GmbH management, the involved VYNE Ehrwald GmbH resort, the accommodation (including inventory) and/or any third party, as a direct or indirect result of their stay, regardless whether this was caused by acts or omissions by themselves, or by third parties who are under booker and/or its companions invitation at the VYNE Ehrwald GmbH resort, as well as any damage caused by any animal and/or other case which are under responsibility of the booker and/or its companions. Any damage should be reported to the local resort management and reimbursed immediately on the spot.
  - 14.3. You indemnify VYNE Ehrwald GmbH and the VYNE Ehrwald GmbH resorts from all claims in respect of damage to third parties arising from any act or omission of yourself, your companions and any other user who are with your permission at the involved resort.
  - 14.4. When not using or leaving the holiday accommodation properly, including but not limited to excessive dirt, additional (cleaning) costs are passed, which you are required to pay immediately.
  - 14.5. VYNE Ehrwald GmbH is not responsible for any defects in the service or services provided by third parties.

## 15. Odds

- 15.1. In the case VYNE Ehrwald GmbH is (temporarily) unable to perform the agreement in whole or in part in case of odds, VYNE Ehrwald GmbH will notify the booker within 14 days after it became aware of the impossibility to fulfil the agreement and will propose a change for another accommodation/other period.
- 15.2. Odds arise for VYNE Ehrwald GmbH if the performance of the agreement in whole or in part, whether or not temporarily, is prevented by circumstances beyond the control of VYNE Ehrwald GmbH, including (but not limited to), threat of war, strikes, blockades, fire, flood and other disruptions or events.
- 15.3. The booker is entitled to reject the proposed booking change. If you want to reject the change, then you must inform VYNE Ehrwald GmbH about the rejection in writing by mail or post, within 14 days of receipt of the proposed booking change. In that case VYNE Ehrwald GmbH has the right to terminate the agreement with immediate effect. You are then entitled to remission and/or return of (the already paid part of) the invoice amount. VYNE Ehrwald GmbH will not be bound to pay any damages.
- 15.4. In the event that VYNE Ehrwald GmbH is affected by extraordinary circumstances such as -but not limited to- (i) a pandemic, (ii) a flood and / or (iii) other epidemics, that make it impossible for it to execute the concluded agreement - the booking made, for example-, it is entitled to terminate the concluded agreement with immediate effect, without you being entitled to reimbursement of the costs already incurred, such as reservation costs, insurance premiums and / or travel sum. Reservations made during the Covid-19 pandemic are expressly in the category of this provision.

## 16. Complaints

- 16.1. Despite the care and effort of VYNE Ehrwald GmbH, you can have a legitimate complaint regarding your holiday. First, you should report this complaint to the resort management in order to give them the opportunity to solve it immediately. If the complaint is not handled to your satisfaction, you have the opportunity to submit your complaint to VYNE Ehrwald GmbH in writing latest 1 month after leaving the accommodation, quoting reservation number, name and address, date of stay, resort name and property number.
- 16.2. The complaint will be handled with the greatest care. If even this does not lead to a satisfactory solution, you have the opportunity to submit your complaint to the competent court according to law.

## 17. Passport, tolls, foreign exchange and health provisions

- 17.1. The booker and its party are responsible for organizing traveling to and from VYNE Ehrwald GmbH resort. Any necessary passports, visas, foreign exchange and health statements are the responsibility of the booker and its companions. VYNE Ehrwald GmbH accepts no liability for the consequences arising from not being in possession of the correct travel documents. Negligence in this area is not a valid reason to terminate the agreement between the booker and VYNE Ehrwald GmbH.

## 18. Personal

- 18.1. All data you provided during your booking and stay might be collected in a database. The database will be used for our customer administration. This data can also be used to display targeted VYNE Ehrwald GmbH information and offers. To use this information and these offers as much as possible and tailor to your interest, we can combine our data with databases of other companies.
- 18.2. At your request we will correct your data, add, delete, or block, for example, if the data are factually incorrect. This may mean that you cannot use (part of) our services any more. You have the right to request your processed information related to you.
- 18.3. If you do not wish to receive information or offers of VYNE Ehrwald GmbH, please let us know in writing via VYNE Ehrwald GmbH.

19. Photos and videos

19.1. If either a booker and/or its party and/or visitor accidentally stands on a photo and/or video that was recorded for an image in an VYNE Ehrwald GmbH publication and/or displayed on VYNE Ehrwald GmbH website, it will be assumed that the person gave his/her consent to the use of the photo and/or video in the publication and/or website suspected, even if he/she is recognizable in the photo and/or video. The images of the VYNE Ehrwald GmbH publications and Internet websites cannot be held.

20. General

20.1. Correspondence should be directed to the VYNE Ehrwald GmbH reservation centre at [reservations@pure-ehrwald.com](mailto:reservations@pure-ehrwald.com) or via postal address VYNE Ehrwald GmbH, Florentin Wehner Weg 21, 6632 Ehrwald, Austria. These General Conditions apply to all bookings made directly or indirectly to VYNE Ehrwald GmbH. The content of our publications are subject to change. Obvious printing errors are not binding. This latter publication replaces all previous publications. The relationship resulting from these General Conditions, is governed exclusively by Dutch law. Disputes arising on the basis of what these conditions regulate, will therefore be submitted to a competent court in Rotterdam.