

ACCOMMODATION CLASSIFICATIONS:

Hotels/inns/pensions:

as defined by the Austrian Chamber of Commerce - Department for the Hotel and Accommodation Industry.

★★ Hotels at this level will typically be comfortable, with limited amenities (TV, drinks, etc). They feature adequate/simple public areas and bedrooms. Modest and clean, these establishments will appeal to the cost-conscious client.

★★★ Establishments in this classification feature more comfortable and uniform furnishings. Visitors can expect more than just accommodation for the night (bath/shower, meals, drinks, etc), and a superior level of service (reception, drinks, snacks, etc).

★★★★ Establishments at this level offer an impressive array of upmarket amenities such as wellness, sports facilities, haute cuisine and fully-equipped seminar rooms. The emphasis is on superior quality with all modern comforts and a high level of service. Businesses in this category with a very high level of services can be awarded the designation "Superior".

Holiday apartments/Private rooms:

as defined by the Vorarlberg Accommodation Providers Association

★★ Simple but good furnishings, well maintained.

★★★ High quality furnishings and setting.

Very good to good condition, with shower/WC or bath/WC in room. In holiday apartments for 3 persons or more, a bedroom separate from the living area. Well to very well maintained.

★★★★ First-rate, luxurious furnishings in every respect (sophisticated standard of living), the condition of all facilities must be very good. Impeccably maintained. In holiday apartments for up to 3 persons, a bedroom separate from the living area. All fittings of superior quality and very well maintained.

Holidays on the Farm

☼☼ Farmhouse with basic equipment. Shower or bath/WC in the room or on the landing. Comfortable accommodation in a natural environment.

☼☼☼ Comfortable, well furnished farmhouse. Shower or bath and WC in the room or holiday apartment. Farmhouses with a touch of luxury.

☼☼☼☼ Top quality farmhouse with an outstanding range of amenities and luxurious furnishings. Shower or bath and WC in the room or apartment. Holidays on the farm for the discerning guest.

Special emphasis is put on conveying the characteristics of rural life to guests. When spending a holiday on a farmstead, guests can expect quiet settings, typical farmhouses, gardens and much more. They can live safely in harmony with the environment, and purchase home-made natural products. A wide range of activities as well as all kinds of information on the holiday resort are an integral part of the service.

PRICES:

Prices and information in this guide are supplied directly by accommodation operators. Prices are quoted in Euros for double rooms or suites with half-board or breakfast per person per night. Prices for holiday apartments are quoted per apartment per night (according to number of occupants). There may be additional charges for single rooms or short-term occupancy (1 - 3 days). Direct, written agreements between accommodation provider and guest are binding. Guest taxes are included in the price unless stated otherwise.

CHILDREN'S REDUCTIONS:

Almost all accommodation providers allow price reductions for children if they sleep in an additional bed in their parents' room.

ABBREVIATIONS:

ÜF	Bed and breakfast
HP	Half-board
App.	Apartment
FEWO	Holiday apartment
PQ	Location on resort map
HS	High Season
NS	Low Season

EXTRACT FROM THE "STANDARD TERMS AND CONDITIONS FOR THE HOTEL INDUSTRY" (AGBH 2006):

§ 4 Start and end of accommodation

Unless the Proprietor offers any other time of occupancy, the Guest shall be entitled to move into the rented rooms from 4.00 p.m. on the agreed date ("date of arrival").

If a room is occupied for the first time before 6.00 a.m., the preceding night shall be deemed the first night of accommodation.

The rented rooms shall be vacated by the Guest by 12.00 noon on the date of departure. The Proprietor shall be entitled to charge another day if the rented rooms are not vacated in time.

§ 5 Rescission of the Accommodation Agreement – Cancellation fee

Rescission by the Proprietor

If the Accommodation Agreement provides for a down payment and such down payment has not been made by the Guest in time, the Proprietor may rescind the Accommodation Agreement without granting any grace period.

If the Guest fails to arrive by 6.00 p.m. on the agreed date of arrival, the Proprietor shall not be obliged to accommodate him or her unless a later time of arrival has been agreed upon.

If the Guest has made a down payment, the rooms shall be deemed reserved until 12.00 noon on the day following the date of arrival at the latest. If a down payment to the amount of more than four days has been made, the obligation to accommodate the Guest shall end at 6.00 p.m. on the fourth day, the date of arrival being deemed the first day, unless the Guest informs the Proprietor of a later date of arrival.

Unless otherwise agreed upon, the Proprietor may rescind the Accommodation Agreement for objectively justified reasons by means of a unilateral declaration by 3 months before the agreed date of arrival of the Guest.

Rescission by the Guest – Cancellation fee

The Guest may rescind the Accommodation Agreement by means of a unilateral declaration by 3 months before the agreed date of arrival of the Guest without being liable to pay a cancellation fee.

Outside the period specified above, the Guest may only rescind the Accommodation Agreement by means of a unilateral declaration subject to the following cancellation fees:

- 0% of the total agreed price by 3 months before the date of arrival;

- 40% of the total agreed price by 1 month before the date of arrival;

- 70% of the total agreed price by 1 week before the date of arrival;

- 90% of the total agreed price within the last week preceding the date of arrival.

§ 15 Termination of the Accommodation Agreement – Early cancellation

If the Accommodation Agreement has been made for a definite term, it shall end upon the expiry of such term.

If the Guest leaves prematurely, the Proprietor shall be entitled to charge the total agreed remuneration. The Proprietor shall deduct anything saved due to the failure to use its scope of services or maintained by letting the booked rooms to other guests. Such savings shall only be deemed to exist if the capacities of the accommodating establishment are fully used upon the Guest's failure to use the booked rooms and the room can be let to other guests due to the cancellation by the Guest. The burden of proof to show that savings have been made shall lie with the Guest.

§ 17 Place of performance, place of jurisdiction and applicable law

The place of performance shall be the place where the accommodating establishment is situated.

These Terms and Conditions shall be governed by Austrian adjective and substantial law under exclusion of the provisions of international private law (particularly IPRG [Austrian act on international private law] and the Rome Convention of 1980) and the UN Sales Convention.

If the Guest is an Entrepreneur, the exclusive place of jurisdiction for both citizens and non-citizens of the EU shall be the domicile of the Proprietor; however, the Proprietor shall also be entitled to assert his or her rights before any other court that is competent for the location and matter.

If the Accommodation Agreement has been made with a Guest that is a Consumer who has his or her domicile or ordinary residence in Austria, actions against the Consumer may exclusively be filed at the domicile, ordinary residence or place of work of such Consumer.

If the Accommodation Agreement has been made with a Guest that is a Consumer who has his or her domicile in a member state of the European Union (except for Austria), Iceland, Norway or Switzerland, the court that is competent for the domicile of the Consumer in the event of actions against the Consumer in the relevant matter shall have exclusive jurisdiction.

The complete text of the "GENERAL TERMS AND CONDITIONS FOR THE AUSTRIAN HOTEL INDUSTRY 2006" is at www.montafon.at

