

General Terms & Conditions (GTC) for Portal Guests of the Tiscover GmbH Group of Companies

Valid in Austria, Germany, Switzerland, Liechtenstein and Italy from 1.5.2009

1. Scope

These General Terms & Conditions apply to personal bookings made through the Tiscover system.

A maximum of four rooms can be booked online. Reservations of more than four rooms are made via the Tiscover booking hotline. The data confirmed by the hotline are binding. It is prohibited to make more 4-room reservations if more than four rooms are needed.

2. Contractual relations with Tiscover

Tiscover gives you a means to book the (travel) services of third parties through the Tiscover system. Tiscover does not offer any travel services for which it is liable. Booking therefore merely creates a mediation contract between you and Tiscover, one that is not bound by the regulations contained in Sections 31b ff. of the Austrian Consumer Protection Act (KSchG).

3. Booking

a) All reservations are relayed to the relevant partner (accommodation, destination, offer group) by Tiscover acting as communicating messenger.

b) This relaying by Tiscover is free of charge to the user. For this reason, rooms booked through Tiscover may not be resold. Furthermore, rooms may not be passed on to third parties at prices higher than those specified on Tiscover. Tiscover reserves the right to ban users who act in breach of its regulations. Furthermore, rights acquired through bookings with a partner may be neither transferred nor sold. If this is the case, the relevant partner may cancel the booking, especially if the guest makes incorrect claims about the booking type or payment when selling the rights to a third party.

4. Contract and payment

a) Contracts for the relevant services are concluded directly between you and your chosen partner through the reservation procedure. The room price confirmed by Tiscover is paid directly to the partner on site. All rights and obligations arising from a hotel or travel contract, especially any rights and obligations stipulated in Sections 31b ff. of the Austrian Consumer Protection Act (KSchG), apply directly and exclusively between the person making the booking and his chosen partner.

b) Room reservations are made through the booking procedure and are valid even without confirmation. Reservation confirmations are shown on the screen and can be printed out. They are also sent to the customer by e-mail and, where requested by the customer, by fax and/or SMS in the form of an information sheet. However, for technical reasons, Tiscover cannot check whether e-mail, fax or SMS confirmations reach the intended recipient. This does not affect the validity of bookings.

5. Types of reservation

a) In principle, standard reservations are held open by the relevant partner until 6pm local time. If the guest fails to arrive by 6pm, the partner cancels the reservation at no cost to the guest, who then no longer has a right to stay at the hotel. If a guest cannot arrive before 6pm, he or the person who made the booking must notify the partner directly of the expected arrival time and request confirmation from the partner that this information has been received. In this case, the partner may agree to keep the reservation open if a credit card number is provided to guarantee that the guest will indeed be arriving.

b) Guaranteed reservations are held open by the relevant partner for the entire night. If the booking is not cancelled in good time or the guest fails to turn up, the partner may charge the customer the cost of the overnight accommodation.

c) Package deals and prices bound by certain conditions are subject to the partner's individual cancellation conditions. Third-party services provided as part of the package (e.g. entrance or musical tickets) cannot be cancelled free of charge anymore.

6. Changes and cancellations

a) To avoid misunderstandings, all changes and cancellations should be made through the Tiscover system. The timeliness of changes and cancellations is determined primarily by the time at which Tiscover or the relevant partner receives notification. Tiscover will only accept cancellations made either by telephoning +43 512 5351 555 (opening time: www.abouttiscover.com), sending a fax to +43 512 5351 604 or e-mailing customerservice@tiscover.com.

Whenever bookings are cancelled in good time, a cancellation number is issued. Because this is also proof of the cancellation, we urge you to store it carefully. If bookings are cancelled after the cancellation deadline, Tiscover merely forwards the customer's message to the relevant partner. The partner may then decide on whether or not to charge a cancellation fee. Partners may choose to demand compensation for costs generated by early departure.

b) Cancellation of bookings by unknown users: To avoid abuse of the free reservation system and prevent partners being burdened unnecessarily with wrong bookings, Tiscover reserves the right to cancel non-guaranteed reservations in individual cases if it cannot contact the customer at the telephone number provided. The guest will then no longer have a right to stay at that hotel. The same applies if the e-mail address specified by the customer has in the past frequently been used to make bookings to which the guest did not turn up or which Tiscover could not contact the customer under. To avoid having bookings cancelled through suspicion of deliberate wrong booking, customers are advised to make guaranteed bookings by providing their credit card number.

c) Cancellation in case of missing prepayment: If the partner requires prepayment from the guest for the room price and if the required prepayment is not received by the partner within the period determined in the reservation confirmation, the partner is entitled to cancel the booking by implication and regardless of whether it affects a standard reservation or a guaranteed reservation. Furthermore, the failure to make prepayment does not release the guest from the obligation to file a proper cancellation notification and to pay any cancellation costs resulting therefrom.

7. Accommodation categories and information about partners

The internationally-recognised system of star ratings for accommodation gives a non-binding impression of the quality of each type of accommodation. The ratings of accommodation on this site are based on self-assessments by partners, where possible tested by Tiscover using its own rating system and the experiences of Tiscover or Tiscover users. All additional information about or descriptions of partners are based on statements by the partners themselves.

8. Contractually-agreed room prices

a) All Tiscover prices, whether special all-year-round prices or cheapest daily prices, are contractually-agreed room prices which apply to all bookings made through the Tiscover system.

b) Bookings are made at the cheapest current daily Tiscover price available on the system for the chosen travel dates. Any last-minute, seasonal, weekend and special offers in the Tiscover database are automatically taken into consideration during reservation. Binding room prices quoted to a customer are guaranteed by the partner for all reservations made.

d) All prices are quoted per room and night, and may or may not include meals. This may also differ at weekends. Partners are legally obliged to indicate the relevant total price including taxes. However, price information is provided exclusively by the partner. Please notify us about any breaches thereof. Local regulations determine which taxes and other fees foreign partners must levy. Prices offered by partners in Austria always contain value-added tax at the legally-applicable rate.

e) Tiscover constantly updates the room prices that it imports from third-party systems. Nevertheless, Tiscover cannot rule out that rooms may no longer be available at the price shown in the search results list. In this case, the binding bookable price is only shown after consulting the partner details page.

9. The list of immediately bookable partners

The system displays the best Tiscover prices for the available partners for the specified travel dates and length of stay. If several prices are available for the desired length of stay, the hotel list shows the average price for the room, which is shown in detail by the individual partner in its binding offer.

Whenever a currency is selected, non-binding prices are shown for the room in the chosen currency for information only. Binding offers from the chosen partner show the valid room price in the currency in which the room will be invoiced.

10. Data protection

a) Data entered by customers is processed electronically by Tiscover. Only data required for a booking or a booking with included travel insurance (insurance partner: Europäische Reiseversicherung AG, Kratochwjilestrasse 4, 1220 Vienna; commercial register number: FN 55418 y) are passed on. Data is not passed on for any other purpose. In addition, data is collected in accordance with the legal data protection regulations. Tiscover will never pass on your data to third parties or make any other use thereof without your approval. Information collected and passed on for statistical purposes does not contain any personal data.

b) The guest agrees that Tiscover may use email addresses indicated by the guest within the booking procedure in accordance with Section 107 of the Austrian Telecommunication Act for self-advertising purposes and that Tiscover thus may send such advertisements by email to the email addresses indicated. This applies to the Tiscover Newsletter, in particular. The guest can object to the receipt of such emails at any time by sending an informal email to office@tiscover.com.

11. Miscellaneous

Although the utmost care has been taken in collating the available information, we cannot accept any liability for errors that may arise during data entry or data transfer. Data or parts thereof may not be transferred onto other data storage media or used for purposes other than those intended here without explicit authorisation from Tiscover GmbH of Innsbruck, Austria.

All contractual relations are subject to Austrian law to the exclusion of UN purchasing law and the reference provisions of international private law. The place of performance is Innsbruck. The court of jurisdiction will be that in Innsbruck for businessmen or those who do not have an Austrian court of jurisdiction. In all other cases, the legally-stipulated court of jurisdiction will apply.

Tiscover Web pages and their content may be used only for making individual enquiries regarding room bookings. Automated enquiries are not permitted. We would also like to point out that our data is covered by the relevant data protection regulations. For this reason, copying (especially involving automated retrieval; so-called "scraping") is prohibited. All gathering of our data (e.g. search results) for the purpose of passing it on is especially prohibited.

Links on this Web site to the sites of other companies (so-called "third-party sites") are provided merely for the user's interest. If you click on one of these links, you leave the Tiscover Web site.

We have no control over the content of third-party Web sites. We therefore cannot accept any liability for the content on these sites. Without concrete evidence that the relevant third party is acting in breach of the law, it would be unreasonable to expect us to monitor the content of linked sites on a permanent basis. Should we become aware of any breaches of the law, we will remove the relevant links immediately.

Users accessing third-party sites via links found on this Web site do so at their own risk.