

GENERAL TERMS AND CONDITIONS

The Moss

Version: 23 September 2026

Important note: This English version is a translation of the German original and is provided for information purposes only. In the event of any discrepancy between the two versions, and in particular in the event of any legal dispute, the German version of these General Terms and Conditions shall be authoritative and prevail.

§ 1 Scope of Application

1.1

These General Terms and Conditions (“GTC”) apply to all accommodation contracts between

Matra Hotels GmbH

Schlossweg 4

A-6456 Obergurgl

Austria

VAT ID No.: ATU76191728

Phone: +43 5256 93050

E-mail: welcome@themoss.at

(hereinafter the “Host”)

and the respective Contracting Party or Guest concerning the provision, against payment, of rooms and suites as well as other expressly agreed services at The Moss.

1.2

These GTC apply both to consumers and to businesses. Provisions that apply only to consumers or only to businesses are expressly identified as such.

1.3

In the event of any conflict, individual agreements, offers, booking confirmations and expressly agreed special conditions take precedence over these GTC.

1.4

For bookings made via external booking, agency or distribution channels (e.g. online booking platforms), the following order of precedence applies in the relationship with the Host: (1) the booking confirmation, (2) the price, payment and cancellation conditions displayed for the specific booking in the booking process of the respective booking channel, (3) these GTC. The booking channel’s terms of use governing the relationship between the Contracting Party and the booking channel remain unaffected.

1.5

These GTC are made available to the Contracting Party in an appropriate manner before or at the latest upon conclusion of the contract. For online bookings, they are made available during

the booking process and, after conclusion of the contract, provided together with the booking confirmation on a durable medium (e.g. by e-mail).

§ 2 Definitions

2.1

“Host” means Matra Hotels GmbH.

“Guest” means any natural person who makes use of the accommodation on the basis of an accommodation contract. Persons who arrive together with the Contracting Party and are entitled to use the accommodation are also deemed Guests.

“Contracting Party” means the natural or legal person who concludes an accommodation contract with the Host, either for themselves or for the benefit of one or more Guests.

“Consumer” and **“Business”** are to be understood within the meaning of the applicable statutory provisions, in particular the Austrian Consumer Protection Act (Konsumentenschutzgesetz – KSchG).

“Accommodation Contract” means the contract concluded between the Host and the Contracting Party for the provision, against payment, of accommodation and the respectively agreed services.

“Offer” means the specific price and service offer for a particular stay sent to the Contracting Party.

§ 3 Conclusion of Contract – Offer – Booking Confirmation – Deposit

3.1

The accommodation contract is concluded upon acceptance of the booking or offer by the Host. Acceptance takes place by sending a booking confirmation; for direct bookings in accordance with clause 3.4.

3.2

For bookings via an online booking system, the contract is concluded in accordance with the booking steps displayed there.

3.3

For bookings via external booking or agency platforms, the technical booking procedure is governed by the respective booking channel. The contract details confirmed for the specific booking can be found in particular in the respective offer and booking confirmation.

3.4

Direct bookings only become binding once the deposit has been credited. The amount and payment deadline of the deposit are stated in the offer. The accommodation contract is only concluded once the deposit has been credited in full and on time to the Host's account; the Host will then send the booking confirmation. Until the deposit has been credited, there is no

entitlement to have the accommodation reserved. If the deposit is not credited within the period stated in the offer, the Host is no longer bound by its offer; any payment received later will be refunded without delay unless the Host expressly confirms the booking.

3.5

A deposit paid constitutes a part payment towards the agreed price.

3.6

The payment terms applicable to the respective booking are set out in the respective offer or booking confirmation.

3.7

§ 5 applies to cancellations and no-shows.

3.8

Where a booking is expressly designated as a non-binding enquiry, a binding accommodation contract is only concluded upon express acceptance by the Host.

3.9

The prices stated are final prices including statutory VAT. The tourist tax under the Tyrolean Tourist Tax Act (Tiroler Aufenthaltsabgabegesetz) is not included in the price and is charged separately per person and night.

3.10

If the Contracting Party provides a credit card to secure the booking, the Host is entitled to charge it with an agreed deposit and with any amounts due under the agreed cancellation conditions. The Contracting Party will be informed of every charge.

§ 4 Start and End of the Stay

4.1

Unless a different arrival time is stated in the respective offer, the Contracting Party is entitled to occupy the booked accommodation on the agreed day of arrival from **15:00**.

4.2

Regular check-in is generally possible until **20:00**.

4.3

A later arrival is possible after prior notification and subject to the Host's organisational capacities.

4.4

On the agreed day of departure, the booked accommodation must be completely vacated and returned by **10:00** at the latest.

4.5

Late check-out is only possible by prior arrangement and subject to availability. Any fee payable for this will be communicated before use.

4.6

In the event of a significant, unagreed overrun of the departure time, the Host's claims for reimbursement of the costs actually incurred as a result remain unaffected.

§ 5 Withdrawal, Cancellation and No-Show

5.1

Each booking is subject to the **cancellation conditions expressly stated in the respective offer and/or booking confirmation.**

5.2

The respective cancellation conditions may depend in particular on the booked rate, travel period, type of accommodation, booking channel and other agreed conditions.

5.3

The cancellation conditions are communicated to the Contracting Party before the respective booking is concluded and form part of the specific booking agreement.

5.4

In the event of non-arrival ("no-show"), the cancellation conditions agreed for the respective booking apply.

5.5

A late arrival generally does not lead to a reduction of the agreed price, provided the accommodation is available in accordance with the contract.

5.6

In the event of early departure, the Contracting Party remains obliged to pay the agreed price. However, the Host must credit what it has saved as a result of the non-use or received from letting the accommodation to others (§ 1168 (1) of the Austrian Civil Code – ABGB).

5.7

There is no right of withdrawal for distance and off-premises contracts, as the services concerned are accommodation services to be provided on a specific date or within a specific period (§ 18 (1) no. 10 of the Austrian Distance and Off-Premises Contracts Act – FAGG). Cancellation, whether free of charge or subject to a fee, is possible exclusively in accordance with the agreed cancellation conditions.

§ 6 Travel Impediments – Extraordinary Circumstances – Weather

6.1

Extraordinary circumstances beyond the reasonable control of the contracting parties may include in particular extraordinary natural events, avalanches, extreme snowfall, flooding, official measures, significant traffic disruptions, road closures, pass closures, significant restrictions of access or comparable events.

6.2

The Moss is located in an alpine winter sports area. Weather, snow and avalanche conditions may change at short notice.

6.3

The Host gives no guarantee that ski slopes, ski lifts, cable cars, roads, hiking trails or other tourist facilities will be open or accessible during the stay, unless their operation is owed by the Host.

6.4

The mere existence of unfavourable weather, snow or winter sports conditions does not in principle give rise to a right to free cancellation or a refund, provided that the contractually owed accommodation service can be provided.

6.5

If arrival or the provision of a service owed by the Host is objectively impossible due to extraordinary and unforeseeable circumstances, the rights and obligations of the contracting parties are governed by the mandatory statutory provisions and the circumstances of the individual case.

6.6

There is no general transfer of all risks of extraordinary events to the Contracting Party.

§ 7 Rights of the Contracting Party

7.1

By concluding an accommodation contract, the Contracting Party acquires the right to the agreed use of the booked accommodation and to the services agreed in the respective offer or booking confirmation.

7.2

The use of further facilities of the accommodation establishment is subject to their availability and the applicable rules of use and house rules.

7.3

The Contracting Party shall exercise its rights with due consideration for other guests, staff and neighbours.

§ 8 Obligations of the Contracting Party

8.1

The Contracting Party is obliged to pay the agreed price and any additional services used and agreed at the latest by the agreed time of departure.

8.2

The Contracting Party and the Guests shall treat the accommodation and its furnishings with care.

8.3

Damage, significant defects and other material impairments must be reported to the Host as promptly as possible.

8.4

The Contracting Party is liable in accordance with the statutory provisions for damage culpably caused by itself, by the Guests travelling with it or by other persons to whom it grants access to the accommodation.

8.5

The maximum occupancy of the respective accommodation must not be exceeded.

8.6

Passing on or subletting the accommodation, whether for payment or free of charge, to unregistered third parties is not permitted without the Host's prior consent.

8.7

Parties, events or other uses going beyond a normal private stay require the Host's prior consent.

8.8

Due consideration must be given to other guests, neighbours and staff. Avoidable noise must be refrained from, in particular during the customary local quiet hours.

8.9

Smoking is not permitted in indoor areas designated as non-smoking areas.

8.10

Keys, cards, codes and other means of access must be kept safely. Any loss must be reported to the Host immediately.

8.11

Ski and sports equipment must be stored in the areas provided for this purpose. The respective rules of use must be observed.

§ 9 Rights of the Host

9.1

The Host is entitled to demand payment of amounts due in accordance with the statutory provisions.

9.2

The Host's statutory rights of retention and lien remain unaffected, insofar as their requirements are met.

9.3

The Host is entitled to issue interim invoices where this is objectively justified by the scope of the services used.

9.4

The Host is entitled to demand compliance with the agreed maximum occupancy and the house rules and rules of use.

9.5

The Host is entitled to enter the accommodation for objectively justified reasons and with the greatest possible respect for the Guest's privacy. Except in cases of imminent danger or for the performance of agreed cleaning services, entry will be announced in advance where possible.

9.6

Entry may be necessary in particular to remedy defects, in the event of technical faults, imminent damage, for safety reasons, for the performance of agreed cleaning services or to fulfil statutory or official obligations.

§ 10 Obligations of the Host

10.1

The Host is obliged to provide the contractually agreed services to the agreed extent.

10.2

The Host maintains the technical and operational facilities of the accommodation establishment in a condition that complies with the contract.

10.3

Where defects are reported, the Host will provide appropriate remedy within reasonable limits.

10.4

Individual facilities such as the wellness area, pool, fitness area or other operational facilities may be temporarily restricted or closed for safety, maintenance, cleaning or operational reasons.

10.5

The Contracting Party's statutory warranty, price reduction and damage claims remain unaffected.

§ 11 Liability of the Host for Items Brought In

11.1

Items brought in by Guests are subject to the statutory provisions on the liability of the Host, in particular §§ 970 et seq. of the Austrian Civil Code (ABGB).

11.2

Any mandatory statutory liability of the Host is neither excluded nor limited by these GTC.

11.3

For particularly valuable items, cash and comparable valuables, it is recommended to use the safekeeping facilities provided by law or offered by the Host.

11.4

Any contributory negligence of the Contracting Party or Guest is taken into account in accordance with the statutory provisions.

11.5

Damage to or loss of items brought in must be reported to the Host as promptly as possible after becoming aware of it.

§ 12 Liability of the Host

12.1

The liability of the Host is governed by the statutory provisions.

12.2

Mandatory statutory liability, in particular for personal injury, is neither excluded nor limited by these GTC.

12.3

With respect to consumers, the mandatory provisions of the KSchG and other applicable consumer protection law remain unaffected.

12.4

Where damage was partly caused by culpable conduct of the Contracting Party or a Guest admitted by it, such contributory negligence is taken into account in accordance with the statutory provisions.

§ 13 Pets

13.1

Pets may only be brought into the accommodation with the Host's prior express consent.

13.2

Pets may be excluded for certain accommodation categories or periods.

13.3

The Contracting Party is obliged to properly supervise the animal brought along during the stay and to ensure that other guests, staff and third parties are not significantly disturbed.

13.4

The Contracting Party is liable in accordance with the statutory provisions for damage culpably caused by it or its animal.

13.5

The actually necessary and reasonable costs of extraordinary cleaning caused by the animal may be charged.

13.6

Animals may be prohibited from staying in certain areas, in particular wellness and pool areas or other areas not intended for them.

§ 14 Extension of the Stay

14.1

The Contracting Party is not entitled to an extension of the agreed stay.

14.2

An extension may be agreed upon prior request and subject to availability.

14.3

The price for the extended stay is based on the rate applicable for the additional period or on the individual agreement.

14.4

If departure is objectively impossible due to extraordinary, unforeseeable circumstances, the rights and obligations of the contracting parties are governed by the mandatory statutory provisions and the circumstances of the individual case.

§ 15 Termination of the Accommodation Contract – Early Termination

15.1

An accommodation contract concluded for a fixed period ends upon expiry of the agreed period, unless it is terminated earlier on the basis of a valid agreement or statutory provisions.

15.2

Clause 5.6 applies to early departure of the Contracting Party.

15.3

The Host may terminate the accommodation contract early for good cause in accordance with the statutory provisions.

15.4

Good cause may exist in particular if the Contracting Party or a Guest:

- a) uses the accommodation in significant breach of contract;
- b) significantly exceeds the permitted occupancy;
- c) causes significant disturbances despite a reasonable request to stop;
- d) culpably causes significant damage to the accommodation or facilities;
- e) fails to meet material payment obligations due despite a reasonable request;
- f) uses the accommodation for unlawful purposes;
- g) holds significant unauthorised events despite an express prohibition.

15.5

Mandatory statutory rights of the Contracting Party or Guest remain unaffected.

§ 16 Illness or Death of a Guest

16.1

If a Guest falls ill during their stay, the Host will, within reasonable limits and at the Guest's request, assist in contacting a doctor or suitable medical service.

16.2

In medical emergencies, the Host may notify rescue or emergency services where necessary.

16.3

Costs of medical treatment, medication, patient transport or other medical services are borne by the Guest or Contracting Party, unless these costs are covered by an insurer or a third party.

16.4

Where an illness or death culpably causes extraordinary cleaning, disinfection, restoration or other demonstrable costs, the Host's statutory claims for compensation remain unaffected.

16.5

In these cases, too, the liability of the Host is governed exclusively by the statutory provisions.

§ 17 Place of Performance, Jurisdiction and Choice of Law

17.1

The place of performance for the contractually owed accommodation services is the location of the accommodation establishment in 6456 Obergurgl, Austria.

17.2

All accommodation contracts and other contracts based on these GTC, as well as all disputes arising therefrom, are governed exclusively by Austrian law, excluding the conflict-of-law rules of private international law. This applies equally to businesses and consumers.

17.3

For disputes with businesses, the court having subject-matter and territorial jurisdiction for 6456 Obergurgl shall have exclusive jurisdiction.

17.4

For disputes with consumers, the statutory places of jurisdiction apply, in particular § 14 KSchG and Regulation (EU) No 1215/2012.

17.5

The choice of law under clause 17.2 also applies to consumers habitually resident outside Austria, as the accommodation services are provided exclusively in Austria (Art. 6(4)(a) of Regulation (EC) No 593/2008 – Rome I).

§ 18 Miscellaneous

18.1

The Contracting Party and all Guests are obliged to provide the data required under the Austrian Registration Act (Meldegesetz) upon arrival and, upon request, to identify themselves with an official photo ID.

18.2

Information on the processing of personal data is available in the privacy policy on the Host's website.

18.3

With respect to consumers, the statutory provisions on set-off and rights of retention apply.

18.4

With respect to businesses, set-off is only permitted with counterclaims that have been finally established by a court or acknowledged by the Host.

18.5

Should individual provisions of these GTC be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.

18.6

With respect to businesses only: an invalid provision shall be replaced by the valid provision that comes closest to the economic purpose of the invalid provision.

18.7

Amendments or additions to these GTC only apply to contracts concluded after their publication.

18.8

Contracts already concluded are governed by the GTC that were incorporated at the time the contract was concluded.

18.9

These GTC are published in German. Unless expressly agreed otherwise, translations into other languages are provided for information purposes only.

18.10

In the event of any discrepancy between a translation and the German version, and in particular in the event of any legal dispute, the German version shall be authoritative and prevail.

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