HOTEL EISSEE 2.800 m Mölltaler Gletscher

CANCELLATION TERMS AND CONDITIONS

HORSKÝ HOTEL EISSEE

Eissee Mountain Hotel | Mölltaler Gletscher | Carinthia, Austria

Mölltaler Gletscherbahnen Gesellschaft mbH & Co KG
Talstation, Innerfragant 469, 9831 Flattach | ATU33329902

1. SCOPE AND CONTRACTUAL BASIS

1.1 These Cancellation Terms and Conditions form part of the accommodation contract.

1.2 Individual agreements and expressly stated tariff conditions shall take precedence over these Cancellation Terms and Conditions. Mandatory statutory rights, in particular those of consumers, remain unaffected.

2. CANCELLATION BY THE CONTRACTING PARTY

2.1 Cancellation must be made via the booking channel used for the booking or by email. The date on which the cancellation is received by the operator shall be decisive for the calculation of the cancellation period.

2.2 Unless different tariff conditions have been agreed, the following cancellation fees shall apply to the total agreed package price:

Date on which the cancellation is received	Cancellation fee
No later than 29 days before the agreed arrival date	free of charge
28 – 15 days before the arrival date, inclusive	40 %
14 – 8 days before the arrival date, inclusive	70 %
7 days or less before the arrival date	90 %

2.3 In the event of a partial cancellation, the above provisions shall apply accordingly to the cancelled part of the booking.

3. NO-SHOW AND EARLY DEPARTURE

3.1 In the event of a no-show without timely cancellation, the operator may charge 90% of the total agreed package price.

3.2 If any guest departs early for a reason for which the operator is not responsible, compensation of up to 90% may likewise be charged for the remaining services not used.

4. NON-REFUNDABLE AND SPECIAL RATES

4.1 Different conditions may apply to promotional or special offers clearly marked as “non-refundable”, provided that these conditions were clearly communicated and validly agreed before the contract was concluded.

5. HIGH-ALTITUDE LOCATION, CABLE CAR OPERATIONS AND OBJECTIVE IMPOSSIBILITY

5.1 The Eissee Mountain Hotel is located at an altitude of approximately 2,800 metres above sea level. Accessibility depends in particular on weather, snow, avalanche, safety, technical and official conditions, as well as on the operation of the required cable car facilities.

5.2 Mere delays or restrictions shall not automatically entitle any guest to cancel free of charge, provided that the agreed accommodation service remains possible and the journey is objectively reasonable.

5.3 If the contractually agreed accommodation service or all objectively reasonable options for reaching the hotel are objectively impossible for a reason for which the guest is not responsible, no charges shall be made for services not provided. Payments already made shall, to the extent applicable, be refunded or credited by agreement. A change of booking may be agreed by mutual consent.

5.4 Every guest is obliged to observe the published operating hours and final ascent times. If any guest misses the last possible ascent despite having been properly informed, this shall generally not give rise to a claim for free cancellation or special transport.

6. LIABILITY

6.1 The operator shall be liable for damages only in accordance with the applicable statutory provisions. Liability for property damage and financial losses caused by slight negligence is excluded to the extent permitted by law. This exclusion of liability shall not apply to damage arising from a breach of material contractual obligations or to personal injury. Liability for damage caused intentionally or by gross negligence remains unaffected.

The operator shall in particular not be liable for any disadvantages or additional costs incurred by any guest as a result of a cancellation made by the guest, insofar as these were not culpably caused by the operator.

6.2 The operator shall not be liable for any impairment, restriction or failure of services resulting from circumstances beyond its control. This applies in particular in the event of unfavourable weather or snow conditions, avalanche risk, natural events, official orders or closures, road or access closures, operational shutdowns required for official or safety reasons, or other cases of force majeure.

A temporary or partial suspension or restriction of cable car, lift or other operations for safety reasons shall therefore not, in itself, give rise to any claim for damages or reimbursement of consequential costs.

7. WITHDRAWAL FROM THE CONTRACT

7.1 If the operator is unable to provide the agreed accommodation service, the contracting party shall be informed without delay wherever possible. Payments already made for services not provided shall be refunded unless a change of booking is agreed by mutual consent.

7.2 For contracts for accommodation services for other than residential purposes, where a specific date or period is stipulated, there is generally no statutory 14-day right of withdrawal pursuant to § 18 Abs. 1 point 10 FAGG (Austrian Distance and Off-Premises Sales Act).

8. CANCELLATION PROCEDURE AND CONTACT DETAILS

Cancellations must be submitted via the booking channel used or via the following channels:

- **Email:** restaurant@gletscher.co.at or restaurant@tmr.sk
- **Telephone:** +43 4785 8110 51
- **Online bookings:** via the relevant booking portal or customer account

The contracting party should provide the booking number, name, stay dates and a clear statement confirming the full or partial cancellation.

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