

**RIGHT TO WITHDRAW FROM A CONTRACT WITH LIMITED DAMAGES
FOR CERTAIN REASONS (CANCELLATION COVER) (VERSION: AUGUST 2013)**

1. SUBJECT OF THE RIGHT OF WITHDRAWAL AND LIMITATION OF LIABILITY

a) The customer has the option of making a separate agreement allowing cancellation for certain reasons with the flat damages limited to 20% of the agreed price for the accommodation (cancellation cover). In case of withdrawal or cancellation, no-show or cancellation of the booked hotel stay at Kinderhotel Oberjoch, the damages owed by the guest shall herewith be limited to 20% of the agreed contract price, if such additional cancellation was previously agreed with the hotel and one of the events described in para. 3 below has occurred. Should a stay which has already commenced be terminated early, the damages will be calculated based on the days booked and subsequently not used.

2. FEE

The following fees shall apply to this right to withdraw from the contact with a reduced liability for each room booked: For 1-3 days =€30 / 4-7 days = €60 / 8-10 days = €90 / 11-15 days = €120 / 16-21 days = €180 per stay, room and family. After completion of the supplementary agreement, the fee may no longer be refunded even if the right to cancel the contact with reduced liability was not exercised. The cancellation cover is effective only upon receipt of payment at the hotel.

3. COVERED IMPEDIMENTS

a.) Cancellation cover applies if the hotel guest or a person at risk is affected by one of the following events after said cover has been taken out thus making the planned start or continuation of the booked hotel stay unreasonable:

- death;
- serious accidental injury;
- unexpected serious illness;
- unexpected serious complications from pregnancy;
- reaction against vaccination;
- unexpected recurrence or unforeseeable exacerbation of a chronic illness;
- damage to the guest's property caused by fire, explosion, acts of intentional or criminal acts of a third party, provided that the presence of the hotel guest is required to clarify the facts;

b.) Individuals at risk in addition to the hotel guests included in a booking are:

- guests' dependents;
- persons taking care of minors or other dependents requiring care who are not travelling.

4. OBLIGATIONS OF THE HOTEL GUEST UPON OCCURRENCE OF A COVERED IMPEDIMENT

a.) The hotel guest and the person at risk are required;

- to cancel the hotel stay immediately after the occurrence of such event;
- to prove that serious accidental injury, unexpected serious illness, unexpected serious complications from pregnancy, reaction against vaccination, unexpected recurrence or unforeseeable exacerbation of a chronic illness have occurred with a medical certificate stating the diagnosis and treatment information; mental illness require a certificate from a specialist in psychiatry or neurology;
- for damages to property, suitable evidence (such as a police report) must be submitted);
- for death, a copy of the death certificate must be submitted.

b.) If the hotel guest or person at risk fails to fulfil one of the aforementioned obligations, the hotel is entitled to withdraw from the supplementary "cancellation cover" agreement if the guest fails to fulfil said obligation by a reasonable deadline.