

## **General Terms and Conditions Arlberg Club House GmbH**

### **MEMBERSHIP AGREEMENT**

- A. To apply for membership of the Arlberg Club House, you must submit a fully completed and signed membership application to Arlberg Club House Betriebs GmbH, Dorf 2, 6764 Lech am Arlberg.
- B. Only private individuals may apply for membership.
- C. Depending on the availability of memberships, your application will be processed immediately or transferred to a waiting list. You will be informed about the status or changes to the status of your application.
- D. The following general terms and conditions apply to your membership.

### **MEMBERSHIP CATEGORIES**

- A. There are various membership categories to choose from. Pricing, services, rights, and membership criteria vary between categories and can be found in the information folder or application form.
- B. The following membership categories are subject to special regulations:
  - I. All memberships can only be applied for by natural persons.
  - II. The reduced membership fees for the Next Generation membership category are only available to members up to the age of 29. After reaching the age of 29, members must apply for one of the other memberships. An accepted application will result in the collection of the registration fee and an increase in the membership fee based on the selected membership. Any difference between the original registration fee paid and the registration fee applicable to House/Founding Members at the time of membership confirmation will also be due.

### **TRANSFERABILITY OF MEMBERSHIP**

- A. Membership and the associated rights of use and participation are non-transferable.

## SERVICES

A. The scope of services available to you at the Arlberg Club House is determined by the type of membership you have selected and specified in your application. Membership entitles you to use the services. Actual access to the premises is granted to members exclusively subject to availability and until capacity is reached.

B. The membership fee covers access to the premises only. Any additional services, in particular the consumption of food and beverages in the Arlberg Club House, will be charged at the current rates. The Arlberg Club House is entitled to link the generally rent-free booking and use of the premises to a minimum consumption. Meeting rooms can be used free of charge within the scope of the free hours provided each month. Any use beyond this will be charged at the current prices.

C. The booked premises are generally available to the member exclusively during the general opening hours, which may be changed unilaterally by the Arlberg Club House from time to time. Depending on the agreement or scope of the booking, other opening or usage times are also possible.

## TERMS AND RIGHTS OF TERMINATION

A. The minimum term of membership is twelve months from the opening of the club or from the acceptance of the application, should the Arlberg Club House already be open at that time. The term may vary between membership categories, and the individual membership categories also provide for certain termination options.

B. Membership can be terminated with two months' notice before the end of the respective term. If no notice of termination is given, the membership is automatically extended for an additional term of twelve months. The annual membership fee will then be invoiced.

C. Memberships with terms longer than twelve months can also be terminated annually before the end of the term with two months' notice. If no notice of termination is given by the end of the term, the membership is automatically extended for a further term of twelve months.

D. In the event of a violation of the house rules or other transgressions, the Arlberg Club House reserves the right to terminate the membership unilaterally with immediate effect. Such termination requires a decision by the management. The membership fee is due and payable until the end of the membership. An excluded member is prohibited from returning to the club as a guest.

E. The right of the parties to terminate for good cause remains unaffected.

F. Termination must be in writing to be effective.

G. There is no entitlement to a refund of the registration fee upon termination. The notice periods for the individual membership categories must be observed.

## REGISTRATION FEE, MEMBERSHIP FEE, PAYMENT TERMS

A. The registration fee varies depending on the membership category and the time of application. It will be invoiced after acceptance of an application by Arlberg Club House GmbH and is payable within 14 days. If the registration fee is not paid on time, Arlberg Club House reserves the right to withdraw its acceptance of the application and subsequently reject it. Membership will only be registered and the membership confirmation sent once the registration fee has been received.

B. The membership fee is due annually and will be invoiced after successful renewal of membership. Arlberg Club House reserves the right to change the membership fee at any time. You will be informed in advance of any change in the amount. Failure to pay the membership fee within one month of the due date may result in refusal of access to the Arlberg Club House and termination of membership.

## LIABILITY OF THE ARLBERG CLUB HOUSE

A. The Arlberg Club House shall only be liable for damages, whether contractual or non-contractual, if the damage is attributable to gross negligence or intent. The Arlberg Club House shall be liable for culpable injury to life, limb, or health of a natural person in accordance with statutory provisions, even in cases of simple negligence.

B. In addition, Arlberg Club House shall also be liable in accordance with statutory provisions for the simple negligent breach of an essential contractual obligation, but limited in amount to the financial disadvantages that Arlberg Club House should have foreseen as a possible consequence of the breach of contract when the contract was concluded. Essential contractual obligations in the aforementioned sense are those obligations whose fulfillment enables the proper execution of the contract and the achievement of the purpose of the contract, and on whose compliance you can regularly rely in accordance with the content and purpose of the contract. This includes, in particular, the obligation to make the premises of the Arlberg Club House available in such a way that your life, limb, and health or those of your guests are not endangered.

C. The above limitations of liability apply equally to any personal liability of the organs, employees, or vicarious agents of Arlberg Club House GmbH.

## CLUB RULES

Members of the Arlberg Club House are obliged to comply with the current version of the club rules when using the premises or participating in events organized by the Arlberg Club House inside and outside the club. The rules may be changed unilaterally by the Arlberg Club House. Members will be notified of any such changes. By signing your application, you agree to the club rules.

## DATA PROTECTION

The personal data collected as part of the application process will be collected, stored, and processed by the Arlberg Club House exclusively for the purposes of establishing, implementing, and, if necessary, terminating the membership agreement concluded between you and the Arlberg Club House. By signing the application, you agree that your data may be used in connection with your membership in accordance with our data protection guidelines.

## FINAL PROVISIONS

A. Austrian law applies.

B. The place of performance and payment is the registered office of Arlberg Club House GmbH.

C. The place of jurisdiction is Bludenz.

D. No verbal agreements have been made in relation to this contract. Any amendment to this contract must be made in writing to be effective. This also applies to the cancellation of this written form clause itself.