



General Terms and Conditions – Schiefergut Flachau

CHECK-IN

Rooms and chalets are available from 3:00 p.m. on the day of arrival. Should your room or chalet be ready earlier, we will be pleased to make it available to you before 3:00 p.m.

CHECK-OUT

We kindly ask our guests to vacate their rooms by 10:00 a.m. Should you wish to continue using the day, the use of the hotel car park or facilities must be agreed with reception and may be subject to an additional charge.

DEPOSIT

Your reservation becomes binding upon receipt of the deposit specified in the reservation confirmation. The remaining balance may be paid on site in cash, by VISA or MASTERCARD, or by debit card using a PIN code.

GENERAL CANCELLATION TERMS (unless otherwise agreed)

70% from 60 days before arrival

90% from 14 days before arrival

100% for cancellation on the day of arrival

BANK DETAILS:

Volksbank Salzburg
Schiefer GmbH

IBAN: AT35 4501 0321 0996 4877

BIC: VBOEATWWSAL

All bank transfer charges must be borne by the sender so that the full amount is received by the recipient.

Schiefergut Family Resort
Schiefer GmbH
Flachauer Straße 459
5542 Flachau/Austria
VAT ID No.: ATU 78392847
Commercial Register No.: FN 585862m



OTHER PROVISIONS

Individual prices are quoted per person or per room/night based on the stated minimum occupancy for the respective category. Occupancy below the stated minimum is possible on request. Additional occupants are charged at the applicable extra-person rate per person/night. Package prices apply to the services included in the respective package. Floor plans and illustrations are examples only; alterations do not result in a price reduction. Despite careful checking, printing errors and other mistakes may occur. This price list supersedes all previous price lists.

The provisions of the Austrian hotel regulations apply.

SCOPE OF APPLICATION

These General Terms and Conditions apply to agreements concerning the rental of our rooms for accommodation purposes and to all other services and supplies provided to the guest by Schiefergut. The customer's own terms and conditions shall apply only if expressly agreed in writing in advance.

CONTRACTING PARTY

In case of doubt, the person making the booking shall be deemed the contracting party of the Hotel Operator, even if that person books or jointly books on behalf of other persons named in the reservation. If a third party has made the booking for the guest, that third party and the guest shall be jointly and severally liable for all obligations arising from the agreement.

CONCLUSION OF THE AGREEMENT AND DEPOSIT

The accommodation agreement generally comes into effect when the Hotel Operator accepts the guest's written or oral booking. It may be agreed that the guest pays a deposit. The Hotel Operator may also require advance payment of the full agreed amount. The agreed price includes the applicable value-added tax. If more than four months elapse between conclusion and performance of the agreement and the price generally charged by the Hotel Operator for comparable services increases, the contractually agreed price may be increased by a reasonable amount, but by no more than 5%.

COMMENCEMENT AND END OF THE ACCOMMODATION PERIOD

- a) The guest is entitled to occupy the rented premises from 3:00 p.m. on the agreed day of arrival.
- b) If the guest has not arrived by 6:00 p.m. on the agreed day of arrival, the Hotel Operator is entitled to withdraw from the agreement unless a later arrival time has been agreed.
- c) If the guest has paid a deposit, the premises shall remain reserved until no later than 12:00 noon on the following day.
- d) If the premises are first occupied before 6:00 a.m., the preceding night shall be counted as the first overnight stay.
- e) The guest must vacate the rented premises by 10:00 a.m. on the day of departure.



f) The guest has no entitlement to the provision of a specific house or chalet.

g) If the guest fails to vacate the premises on time on the agreed day of departure, the Hotel Operator may charge 50% of the full accommodation price for use exceeding the agreed period until 6:00 p.m. and 100% after 6:00 p.m. The guest shall, however, be entitled to prove that the Hotel Operator incurred no loss or a substantially lower loss.

WITHDRAWAL FROM THE ACCOMMODATION AGREEMENT

A cancellation by the guest free of charge requires the Hotel Operator's written consent. If such consent is not granted, the agreed price remains payable even if the guest does not use the contractual services or the premises can no longer be re-let. Where accommodation is not used by the guest, the Hotel Operator must offset any income received from re-letting the premises and any expenses saved. The guest shall, however, be entitled to prove that the Hotel Operator incurred no loss or a substantially lower loss.

HOUSE RULES

The separate house rules are an integral part of this agreement.

PROVISION OF SUBSTITUTE ACCOMMODATION

a) The Hotel Operator may provide the guest with appropriate substitute accommodation where this is reasonable for the guest, particularly where the deviation is minor and objectively justified.

b) Objective justification may exist, for example, if the booked premises have become unusable, guests already staying at the property extend their stay, or other important operational measures make the substitution necessary.

c) Any additional costs for the substitute accommodation shall be borne by the Hotel Operator.

RIGHTS AND OBLIGATIONS OF THE GUEST

a) By entering into an accommodation agreement, the guest acquires the right to the customary use of the rented premises and of those facilities of the accommodation establishment that are normally available to guests without special conditions.

b) Upon termination of the accommodation agreement, the agreed amount must be paid. The Hotel Operator is not obliged to accept cashless means of payment such as cheques, credit cards, vouchers or similar instruments.

c) Liability for damage caused by the guest is governed by the applicable rules on damages. The guest is therefore liable for any loss or disadvantage suffered by the Hotel Operator or third parties due to the guest's fault or the fault of accompanying persons or other persons for whom the guest is responsible. This also applies where the injured party is entitled to claim compensation directly from the Hotel Operator.



RIGHTS AND OBLIGATIONS OF THE HOTEL OPERATOR

- a) If the guest refuses to pay the agreed amount or is in arrears, the accommodation establishment is entitled to retain items brought onto the premises as security for its claims arising from the accommodation and for expenses incurred on behalf of the guest. (§ 970c ABGB – statutory right of retention)
- b) As security for the agreed amount, the Hotel Operator has a lien over items brought onto the premises by the guest. (§ 1101 ABGB – statutory lien of the Hotel Operator)
- c) The Hotel Operator is obliged to provide the agreed services to a standard appropriate to the establishment.
- d) Additional services provided by the Hotel Operator that are not included in the accommodation price and are charged separately include:

§ Provision of extra beds or children's beds

§ Additional services charged separately, such as food and beverages in the restaurant, newspapers, telephone calls, internet services, video services, etc.

§ Local taxes

LIABILITY OF THE HOTEL OPERATOR

- a) The Hotel Operator shall exercise the due care of a prudent businessperson in fulfilling its obligations under the agreement. Claims by the customer for damages are excluded. This exclusion does not apply to damage suffered by a guest where the damage occurs in connection with the operation of the establishment and is attributable to fault on the part of the Hotel Operator or its employees.
- b) The Hotel Operator shall not be liable to the guest where performance becomes impossible due to a strike or force majeure.
- c) Liability for a vehicle parked in a parking space provided by the Hotel Operator is limited to the scope of the liability insurance taken out for that purpose.
- d) Where the Hotel Operator transports the guest free of charge, liability for personal injury and property damage is limited in accordance with the applicable motor vehicle insurance.
- e) Liability for items brought onto the premises: In addition, the Hotel Operator is liable as custodian for items brought onto the premises by accommodated guests up to a maximum amount of EUR 1,100, unless the Hotel Operator proves that the loss was caused neither by the Hotel Operator or its employees nor by third parties entering or leaving the premises.

PETS

- a) Animals may be brought into the accommodation establishment only with prior approval and may be subject to an additional charge.



b) The guest is liable for any damage caused by animals brought onto the premises in accordance with the statutory provisions applicable to animal owners (§ 1320 ABGB).

EXTENSION OF THE ACCOMMODATION PERIOD

Any extension of the guest's stay requires the Hotel Operator's consent.

TERMINATION OF THE ACCOMMODATION AGREEMENT

a) Where the accommodation agreement has been concluded for a fixed period, it ends upon expiry of that period. If the guest departs early, the Hotel Operator is entitled to charge the full agreed amount.

b) The accommodation agreement ends upon the death of a guest.

c) If performance of the agreement becomes impossible due to an event qualifying as force majeure, the agreement shall be terminated.

d) The Hotel Operator is entitled to terminate the accommodation agreement with immediate effect if the guest:

i. makes materially improper use of the premises or, through inconsiderate, offensive or otherwise grossly inappropriate behaviour, makes continued cohabitation unreasonable for other guests, or commits against the Hotel Operator, its staff or any person staying in the accommodation establishment an act punishable by law against property, public morals or physical safety;

ii. contracts a contagious illness, an illness expected to last beyond the accommodation period, or requires nursing care;

iii. fails to pay an invoice presented to the guest within a reasonable period after being requested to do so.

PLACE OF PERFORMANCE AND JURISDICTION

The place of performance is the location of the accommodation establishment. For all contracting parties of the accommodation establishment and any legal disputes, the court having subject-matter jurisdiction for St. Johann im Pongau is agreed as the competent court, unless mandatory statutory provisions provide otherwise. Austrian law shall apply exclusively, excluding conflict-of-law rules that would provide for the application of another legal system.

FINAL PROVISIONS

Should any individual provision of these General Terms and Conditions for the conclusion of accommodation agreements be invalid, the validity of the remaining provisions shall not be affected. The correction of errors, printing mistakes and calculation errors is reserved. Any invalid provision shall be replaced by a valid provision that comes as close as possible to its intended purpose. Any deviation or supplementary agreement must be made in writing.

Version: August 2026