

BOOKING CONDITIONS

General

Children: Due to the on-site conditions (e.g., pool, mountain stream, open fireplace, etc.) and the exclusive features of our house, it is unfortunately not suitable for younger children and babies. Therefore, the minimum age for guests is 8 years. Any exceptions to this must be confirmed in writing in advance.

Pets: Pets are not allowed out of consideration for subsequent guests (allergies, etc.). No exceptions are possible.

Parties: Chalet Falk is intended and designed as a recreational retreat in nature, a place for relaxation, peace and inspiration; it is not a party venue. Therefore, "party crews" with events such as bachelor/stag parties etc. are not allowed at our property.

Payment & Cancellation

Payment Conditions: Unless stated otherwise, a deposit of 50% is to be transferred or paid via PayPal to our account within 7 days after receiving the booking confirmation. The remaining 50% is due 14 days prior to arrival, together with the agreed security deposit. Both can be paid by bank transfer or PayPal. The security deposit will be refunded immediately upon check-out.

Check-in/Check-out: On the day of arrival, the chalet is available from 4:00 pm to 10:00 pm. We warmly welcome you to the house and provide a brief introduction to the pool, sauna, etc., along with initial vacation tips. On the last day, there is a brief final tour of the house, and check-out is at 9:00 am (or earlier at your convenience).

Cancellations: If you cancel a confirmed booking, a cancellation fee of 25% of the chalet price will be charged up to 30 days before arrival, from 29 to 7 days before arrival 50%, thereafter 90%. If there is no arrival on the booked arrival day, the right to accommodation is forfeited. Late arrival at night is possible only in exceptional cases and by prior arrangement. We generally recommend purchasing travel cancellation insurance.

House-, Sauna-, and Pool Rules

Our goal is that all our guests feel as comfortable as we do in our house and can fully enjoy the uniqueness of the chalet and its luxurious amenities. Please note that we have established a few rules for this:

Smoking: The chalet is a non-smoking property, including the terrace, pool area, garden and the wooden balcony on the upper floor. However, an ashtray is provided outside by the front door, where smoking is permitted.

Introduction to House Technology: All guests receive a detailed introduction to the amenities and technology on-site, especially regarding the pool, sauna, fireplace, and fire pit, to use them properly. Any use of these items before a proper instruction is prohibited. The assertion of damages arising from improper use remains reserved.

Private Spa with Pool & Sauna:

The Pool and Sauna facilities are not supervised and you as our guests will use it independently on your own risk. It is not possible for us to prevent bath accidents in general. In particular, guests themselves bear the dangers associated with pool use and supervision duties for children, minors, non-swimmers, and disabled persons in the guest group. Jumping into the pool is strictly prohibited – risk of injury due to low water depth and pool installations! Do not use the pool during thunderstorms or heavy rain and close the cover to prevent damage to the pool.

There is no admission to the Spa facilities for persons,

- whose state of health speaks against it especially in the case of infectious diseases, skin diseases and open wounds as well as epileptics.
- who are under the influence of alcohol or other drugs.
- who are not guests in the chalet.

Glass, glass bottles, and ceramic dishes are not allowed in or near the pool nor in the sauna cabin. There is a high risk of injury from shards and splinters in case of breakage. Please always use the unbreakable enamel cups for this area. In the event of glass breakage in/on the pool, the entire pool must be emptied, inspected, cleaned, refilled for safety reasons, and heated again at the guests' expense.

In addition, there are <u>sauna and pool rules</u>, which have been laid out in the private spa and all bedrooms and <u>must be followed in order to comply with official safety and hygiene regulations and to ensure your well-being at all times</u>, even when the facilities are only being used by small, private groups.

The pool can be used during winter months, but cannot be guaranteed during this time (especially during periods of extreme cold, extreme snow and/or thaw). If the pool is temporarily unavailable, you will receive a partial refund of the pool fee. There are no further claims, such as price reductions, etc.

Fireplace and Fire Pit: Please use only the provided dried wood and fire starters. Do not stack more than 3-4 rows of logs on top of each other in the fireplace inside. In case of smoke development at the fireplace, activate the smoke extractor immediately by pressing the button. Ash may be removed and disposed of in the residual waste bin with a shovel/broom and, if necessary, an ash vacuum cleaner (both provided on-site), but not before 24 hours after the fire/embers have extinguished. The smoke and air supply flaps at the fireplace inside must always be kept open. The fireplace is solely for creating a cozy atmosphere and is not intended for heating the house. If you feel cold, we are happy to adjust the underfloor heating to your preference.

Sport Equipment / Shoes: Bicycles, skis and all other sports equipment can be stored in the heated storage room behind the carport. For bikes or skis, there is a large rack available plus an extra-large dryer for up to 20 pairs of ski boots, gloves or other shoes for hiking etc., so they are pleasantly warm and even odor-free for the next use. Sports equipment and street shoes are not allowed inside the chalet, however. We have provided for you a spacious entrance hall and an extra room as a changing room and "dirt lock". Please never enter the house with skates, ski boots or mountain boots.

Carport / Outdoor Parking Spaces: The carport has 2 covered parking spaces. Before each entry, it is the guest's responsibility to check whether it is possible to drive in and park the vehicle. CAUTION: Be sure to check the passage height, especially for attachments such as roof boxes, ski racks, etc., as well as the ground clearance of the vehicles, and be aware of the risk of slippery conditions in the driveway! 2 additional private parking spaces are located at the lower end of the property. Parking on the road (paved area) is not allowed. In winter, holding/parking on the driveway is strictly prohibited – acute danger of snow and ice slipperiness increasing the risk of sliding and accidents!

Charging Facilities for Electric Cars and E-Bikes: There is an electric charging station with 2 Type2 charging sockets in the carport for up to 2 electric cars, currently usable for 0.50 EUR/kWh, billing is based on actual consumption (difference in the power meter upon arrival/departure). For charging eBikes, there are plenty of sockets available free of charge in the ski/bike room.

Waste Separation: Waste must be separated properly – paper (red bin), plastic and metal packaging (yellow bags), residual waste (black bin), and glass. All bins for this purpose are located in the carport area; please dispose of the (sealed only!) yellow bags in the yellow bin, and glass/bottles can be thrown directly into the glass container 100m below the house.

BBQ/Grilling: Please note that any BBQs/grilling - either on electric, gas or charcoal barbecues you have brought with you or on the fire pit in the garden - is prohibited.



Unregistered Guests: The use of the facility by unregistered guests is prohibited or allowed only after prior written approval.

Anyone violating this rules or intentionally causing damage to the house can be expelled from the Chalet at any time. There is no entitlement to a refund of the agreed-upon fee, and any claims for damages remain unaffected.

Liability for Damages

The guest (the person named in the booking or rental agreement) must ensure that their fellow travellers also comply with the house rules and is liable for all damages caused during a stay by them or by third parties who are on the property at him/his request. This includes damages to the rental property itself (including pool, fireplace, sauna), all inventory and furniture, or lost items such as keys and RFID cards.

Disruptions and damages must be reported to the host immediately. The cost of a necessary damage repair will be invoiced to the guest or deducted from the security deposit. Deliberate delays in reporting damages that lead to usage restrictions and subsequent compensations for the following guests will also be invoiced.

If a guest does not have private liability insurance at the time of their booking inquiry, they must inform us at the latest upon completion of the booking.

Host's Right of Withdrawal and Access

We reserve the right to terminate the contract immediately or to withdraw from it before the guest moves into the chalet for the following reasons:

- If the guest does not provide payment on time (e.g. if the required prepayment is not paid).
- If the (further) fulfillment of the contract is impossible due to force majeure or other unavoidable reasons (e.g. an official prohibition).
- If the guest provides misleading or false information about essential data, such as the person of the guest or the purpose of the booking.
- If there is a reasonable reason to believe that the chalet, including its furnishings, or the safety of guests or others is endangered.
- · If the guest has passed on the chalet to third parties without our consent.

The host must inform the guest immediately upon becoming aware of one of the above reasons for withdrawal or termination. A justified withdrawal or termination does not entitle the guest to any claim for damages against Chalet Falk.

In the event of a justified withdrawal from the contract or a justified termination of the contract, any further claims for damages by Chalet Falk against the guest remain unaffected. Chalet Falk expressly reserves the right to claim damages, and the legal regulations on damages apply in this regard.

For necessary manual pool water measurements, technical maintenance and repairs or in case of imminent danger, there is always the right of access to the house.

Host's Disclaimer of Liability

The use of the entire facility is always at the guest's own responsibility and risk. This applies particularly to the supervision of minors and the usage of pool, sauna and open fire. Thus, please do not leave your children unattended, especially not on the balcony, in the spa/pool area or near the creek!

Liability for slight negligence is excluded, except for personal injury. We are not liable, especially for injuries and damages to guests resulting from the improper use of the chalet and its inventory and furnishings. General and specific risks on-site are also pointed out during the check-in.

ATTENTION: It should be noted, in particular, that the stream/creek at the lower property boundary usually has a large current and can rise sharply within seconds during and after heavy rain and thunderstorms. In such extreme weather situations and events, it is strictly prohibited to enter the lower area (clearly marked with yellow warning signs). There may be a risk to life at the stream, for example, due to the sudden release of blockages further upstream.

If the guest is an entrepreneur, liability for slight and gross negligence is excluded. In this case, the entrepreneur bears the burden of proof for the existence of fault. Consequential damages, immaterial damages, or indirect damages, as well as lost profits, are not compensated.

If the guest uses one of the provided parking spaces, this does not establish a custody contract. By using the parking spaces, the guest accepts the conditions of the house rules and expressly acknowledges and agrees to the warning regarding snow and ice on the parking spaces.

Any liability claims for items brought in expire if the guest does not report the loss, destruction, or damage to us immediately after becoming aware of it.

Data Protection

We take privacy seriously; the protection of your personal data is an important concern for us. We only collect personal or business data if there is a legal basis according to Art. 6 para. 1 sentence 1 lit. b) to f) GDPR, you give us your consent (e.g., as part of a booking, a contact form, etc.), or you consent to the processing or use for other reasons. In the case of consent, data processing takes place in accordance with Art. 6 para. 1 sentence 1 lit. a) GDPR.

There are 2 cameras on the property – one in the driveway/carport, one in the pool area. During the guests' stay, the camera in the pool area will not record any personal data. However, the guests agree to the recording in the entrance area. There are no cameras within the house.

Jurisdiction

Austrian law is agreed upon, and the place of jurisdiction is Spittal an der Drau, Carinthia.

As of St. Oswald, August 3, 2025