

General Terms & Conditions Flachau Tourismus

1 Scope

These general terms and conditions apply for all bookings made via Flachau Tourismus, available here: www.flachau.com, as well as those made by other means (in writing, by fax or telephone) with the Salzburger Sportwelt as agent or organiser.

2 Contractual relationship between Flachau Tourismus and the guest:

2.1 Flachau Tourismus as agent:

Flachau Tourismus offers the guest the opportunity to book holiday services of third parties. In this regard Flachau Tourismus does not offer any holiday services of its own and therefore cannot accept any liability. In the event of booking, merely an agency contract between the guest and Flachau Tourismus is concluded, upon which the regulations of § 31b ff KSchG do not apply. Flachau Tourismus does not owe the guest a (holiday) service in the context of mediation, nor does it take responsibility for the performance of contract by the accommodation provider.

2.2 Flachau Tourismus as organiser:

Only in exceptional circumstances, in which appropriate notification is given (in text of offer described as Flachau Tourismus offer), does Flachau Tourismus offer packages as organiser.

3 Booking

3.1 Booking of arranged services:

In the case of arranged services, reservations made via Flachau Tourismus will be passed on to the respective accommodation provider. This agency service provided by Flachau Tourismus is free of charge for the guest.

3.2 Flachau Tourismus as organiser:

In the case of holiday offers (packages), advertised as organised by Flachau Tourismus (and in the text offer clearly described as such) the guest books directly with Flachau Tourismus.

4 Contract conclusion:

In the event of a booking, the guest submits the offer to conclude a contract to the accommodation provider (by arranged services) or Flachau Tourismus (by packages, in the text offer clearly described as such). The contract is concluded by confirmation by Flachau Tourismus.

If Flachau Tourismus is acting as organiser, then the contractual agreement is between Flachau Tourismus and the guest. Regulations of these Terms & Conditions as well as the Terms & Conditions of the Austrian Hotel Industry 2006 apply.

5 Payment:

As soon as the contract has been concluded by confirmation from Flachau Tourismus the following payment conditions apply:

5.1 Payment of arranged contracts:

The accommodation provider reserves the right to demand a deposit. If he wishes to exercise this right, corresponding notice to this effect can be found on the offer and/or booking. Payment is due to the accommodation provider. The outstanding balance of payment plus any extras (end of stay cleaning fee, resort taxes, electricity etc.) should be paid directly to the accommodation provider. If credit card details are provided at the time of booking, the accommodation provider is within his right to deduct a charge in the event of cancellation. Flachau Tourismus is not responsible for (contractual) contents (such as cancellation charges etc.) of the individual accommodation provider and dissociates itself in this regard from any liability. The accommodation provider alone is responsible for the accuracy of room descriptions as well as room availability.

5.2 Payment of package offers organised by Flachau Tourismus:

In the case of Flachau Tourismus being named as organiser (particularly in the case of packages) the holiday price or deposit is stated in the offer as well as in the booking confirmation.

6 Notification by guest:

Notification by the guest regarding changes to bookings and cancellations can be given either to Flachau Tourismus for packages organised by Flachau Tourismus or directly to the accommodation provider concerned. Accommodation providers in Flachau have their own cancellation conditions. If Flachau Tourismus is organizer reservations are subject to the cancellation conditions written on the offer or on the booking confirmation. General Terms & Conditions of the Austrian Hotel Industry 2006 apply for Flachau Tourismus.

7 Hotel Categories and Hotel Information

7.1 Hotel Classification

Hotel classification is based on inspections by the Austrian Chamber of Commerce for the Hotel Industry.

7.2 Additional Hotel Information:

Additional hotel information is based on the own descriptions provided by the hotel. Flachau Tourismus does not accept any liability for the accuracy of these descriptions.

8 Data Protection

The guest should note, that his details will be processed electronically and will only be divulged if necessary for the booking. These details will not be disclosed for any other purpose. Flachau Tourismus abides by legal data protection rules.

9 General

The General Terms & Conditions for the Austrian Hotel Industry 2006 apply for bookings unless otherwise specifically stated. Court of jurisdiction for any disputes between the guest

and Flachau Tourismus is the local Austrian court responsible for Flachau Tourismus.
Furthermore only Austrian law is applicable.

Flachau, 05.04.2019