

## **General Terms & Conditions – Schartneralm**

### **1. Scope & Contract Formation**

These General Terms and Conditions apply to all reservations, stays, and services provided by Schartneralm. By completing a booking—regardless of the booking channel—guests accept the version of the Terms valid at the time of booking. The operator may update these Terms at any time; the version applicable at the time of booking remains binding.

### **2. Prices, Local Tax & Included Services**

All prices include VAT. The mandatory local tourist tax is not included and is collected on site.

Prices include the services specified during the booking process. Additional services (e.g., extras, electricity, cleaning, dog fees, gastronomy, wellness, undeclared information, damages to rented units) are charged separately.

Price adjustments due to legal changes or seasonal updates may occur.

### **3. Dynamic Pricing**

Our prices are managed through a digital pricing system and may change daily. Displayed prices are “starting from” and may differ from the final booking price. The price is fixed only once the booking is confirmed and the deposit has been paid.

### **4. Payment Terms**

Available payment methods are displayed during the booking process. By completing the booking, guests accept the applicable payment terms.

### **5. Deposit & Payment Deadlines**

The deposit confirms the reservation. If the deposit is not received within the stated deadline, the booking is considered void.

### **6. Cancellation Policy**

The cancellation conditions applicable to your booking are displayed transparently during the booking process and become binding upon completion of the booking.

#### **Internal cancellation fee structure:**

- Up to **3 months before arrival**: free cancellation
- **3 months to 1 month** before arrival: deposit non-refundable
- **1 month to 1 week** before arrival: **70%** cancellation fee
- **Within the last week** before arrival: **90%** cancellation fee

Late arrival, early departure, or no-show: **90%** of unused booked nights.

## **7. Refunds**

Refunds are issued exclusively according to the agreed cancellation policy. Deposits may be retained depending on the cancellation date.

## **8. Technical Errors & Price Mistakes**

If a booking is created due to technical errors, system failures, incorrect data transmission by third-party providers, or obvious pricing mistakes, Schartneralm srls reserves the right to cancel the booking within 24 hours of receipt. Payments already made will be fully refunded. Further claims are excluded to the extent permitted by law.

## **9. Force Majeure**

In cases of force majeure—including natural disasters, government-ordered closures, pandemics, external power outages, or other unforeseeable events—no compensation or refunds beyond the standard cancellation policy apply. Schartneralm srls is not liable for limitations caused by such events.

## **10. Guest Obligations**

Guests agree to:

- treat the property, apartments, lodges, and pitches with care,
- provide truthful information regarding number of guests, pets, and length of stay,
- comply with the house rules and campsite regulations,
- follow staff instructions,
- report damages or disturbances immediately.

Violations may result in additional charges or removal from the premises.

## **11. Conduct on the Premises**

Schartneralm is a place of calm and respectful coexistence. Guests are expected to behave in a manner that ensures a pleasant stay for everyone.

## **12. Waste Disposal & Bulky Waste**

Guests must use designated waste containers and follow recycling rules. Waste left in apartments or pitches may incur disposal fees. Bulky waste must be taken to the local recycling center.

## **13. Quiet Hours**

Quiet hours apply from **22:00 to 08:00**.

## **14. Dogs & Pets**

Dogs are welcome but must be registered and are subject to a fee. Other animals are not permitted unless approved in advance.

Rules:

- no access to sanitary facilities or the biopool
- dogs may not be washed in lodge showers
- leash-free dog zone available; elsewhere leash required
- dogs may not be left unattended in apartments or campers
- dog waste removal is charged

## **15. Fire & Cooking**

Open fires are prohibited. Gas stoves are permitted; open flames are not.

## **16. Vehicles & Parking**

Only **one motorized vehicle per pitch** is allowed. Apartment guests must use designated parking areas. Blocking access roads or emergency routes is prohibited. Scharthneralm is not liable for vehicle damage unless caused directly by staff.

## **17. Tent Meadow**

Tent pitches cannot be reserved in advance. Allocation occurs on the day of arrival based on availability. Vehicles may enter briefly for loading/unloading and must then be parked outside the camping area.

## **18. Liability**

Scharthneralm is liable only for direct damages resulting from failure to fulfill contractual obligations. Liability is limited to the total price of the booking. Scharthneralm is not liable for valuables, weather events, or natural occurrences. Guest-caused damages must be reported and compensated immediately.

## **19. Damage to Rental Units**

Pre-existing damages must be reported upon arrival. Damages discovered at check-out may be charged to the last guest occupying the unit.

## **20. Keys & Access Systems**

Loss of keys or electronic access devices incurs replacement or reprogramming costs.

## **21. Cleaning & Excessive Dirt**

Final cleaning is included. Excessive dirt, strong odors, or damaged textiles will be charged separately. Pitches must be left clean and free of waste.

## **22. Internet / WLAN**

Use of the WLAN is at the guest's own risk. Illegal downloads, harmful content, or network manipulation are prohibited. Scharthneralm assumes no liability for outages or limited availability.

## **23. Non-Smoking Policy**

Smoking is prohibited in all indoor areas. Violations may incur additional cleaning fees.

## **24. Lost & Found**

Lost items are stored for 30 days. Scharthneralm is not liable for lost belongings.

## **25. Transfer of Booking**

Transfer of bookings to third parties requires written approval from Scharthneralm srls. Unauthorized transfers may result in cancellation of the booking.

## **26. Photos, Videos & Drones**

Photographing or filming other guests without their explicit consent is prohibited. Drones are not permitted due to the location within a protected natural area.

## **27. Safety & Emergencies**

Guests must:

- keep escape routes clear,
- follow fire safety rules,
- follow staff instructions,
- report damages immediately.

Tampering with safety devices is strictly prohibited.

## **28. Electricity Consumption**

Electricity consumption is charged according to actual usage. Rate: **€1.10 per kWh**. Guests are responsible for monitoring their own consumption.

## **29. Check-in / Check-out**

Pitches: **Check-in from 12:00, Check-out until 11:00** Apartments: **Check-in from 15:00, Check-out until 10:00**

Check-ins or check-outs outside reception hours incur additional fees. Departures before 08:30 must be settled the day before by 18:00.

### **30. Pitch Categories**

Only categories A, B, and C can be reserved. Guest preferences are considered but cannot be guaranteed. Pitches are generally long and narrow.

### **31. Barrier Gate**

The barrier gate is closed from **24:00 to 07:00**.

### **32. Removal of Guests**

Misconduct or violation of rules may result in removal from the premises. All costs incurred up to that point must be paid in full. Serious cases may be reported to authorities.

### **33. Allergens & Intolerances**

Guests must inform Schartneralm of any allergies or intolerances prior to arrival. Despite careful preparation, trace allergens cannot be excluded. Schartneralm assumes no liability for allergic reactions or related health issues. Note: The gluten-free pizza variant is prepared in the same environment as other pizzas and may contain traces of gluten.

### **34. Data Protection (GDPR 2016/679)**

#### **34.1 Controller**

Schartneralm srls

#### **34.2 Purpose of Data Processing**

We process only data voluntarily provided by users, including:

- booking procedures
- information or offer requests
- newsletter registration
- purchases (vouchers/products)
- job applications

#### **34.3 Disclosure to Third Parties**

Data is shared only when legally required or necessary to provide the requested service. No data is shared for marketing purposes.

#### **34.4 Storage & Deletion**

Data is stored only as long as required for the respective service or legal obligations.

#### **34.5 User Rights**

Users have the right to access, rectify, delete, restrict processing, and object. Contact details are provided in the legal notice.

### **35. Data Security**

We protect personal data through modern technical and organizational measures.

### **36. Cookies & Tracking**

Our website uses cookies to improve usability, personalize content, and enable statistical analysis.

### **37. External Services**

The website may integrate services from: Seekda, Easy Channel (HGV), Google, Meta, Okis Media Design, Ariescreative, MTS-Online. These services may transfer data to third countries.

### **38. External Links**

Schartneralm is not responsible for the content of external websites.

### **39. Minors**

Our website is not intended for persons under 16 years of age. We do not knowingly collect data from minors.

### **40. Online Dispute Resolution**

EU consumers may use the following platform for dispute resolution:

<https://ec.europa.eu/consumers/odr/>

### **41. Applicable Law & Jurisdiction**

Italian law applies exclusively. Jurisdiction for all disputes is Bolzano (Italy). If any provision is invalid, the remaining provisions remain unaffected.