

## General Terms and Conditions of Contract of the Salzburg Jugendherbergswerk

### 1. General

- A) The General Terms and Conditions of Contract are the standard provisions of agreement for accommodation contracts concluded between Salzburg Jugendherbergswerk and its guests. The aforesaid Terms and Conditions broadly reflect the principles laid down in the General Terms and Conditions of Austrian hotels. Special agreements are permissible, but are only valid when concluded in writing.

### 2. Contract Partners

- A) In case of doubt, the accommodation provider, hereinafter SJHW, shall be deemed to have concluded the agreement with the person ordering the accommodation, even if he/she places the order together with that of another person or on behalf of another person.
- B) For the purposes of the Terms and Conditions of Contract, the accommodation taker shall be referred to as guest.

### 3. Conclusion of Contract, Deposit

- A) As a rule, the accommodation contract comes into force when SJHW accepts the written or oral reservation placed by the guest.
- B) The guest has to make a deposit in the amount specified and by the date stated on the booking confirmation.

### 4. Beginning and End of Accommodation

- A) The guest may check into the booked rooms from 5pm on the scheduled date of arrival.
- B) If the guest fails to arrive by 8 pm on the agreed date of arrival SJHW reserves the right to withdraw from the contract unless a later time of arrival was agreed with the hostel management.
- C) If a guest checks into a room prior to 6am, the guest's stay shall be deemed to have commenced the previous night.
- D) On the scheduled date of departure, the room must be vacated by 10am.

### 5. Withdrawal from the Accommodation Contract

- A) Up to 4 months prior to the agreed date of arrival, either party may withdraw from the Accommodation Contract by unilateral declaration without being liable to a cancellation fee. The written declaration of cancellation must have been received 4 months prior to the agreed date of arrival at the latest.
- B) Between 4 months and up to 1 month prior to the agreed date of arrival, either party may terminate the Accommodation Contract by unilateral declaration, subject to the payment of a cancellation fee of 25% of the total price due. The written declaration of cancellation must have been received 1 month prior to the agreed date of arrival at the latest.
- C) Between 1 month and up to 4 days prior to the agreed date of arrival either party may terminate the Accommodation Contract by unilateral declaration, subject to the payment of a cancellation fee of 50% of the total price due. The written declaration of cancellation must have been received 4 days prior to the agreed date of arrival at the latest.
- D) If the guest cancels later than 4 days before the agreed date of arrival then a 100% cancellation fee of the total amount due must be paid.
- E) If the guest fails to arrive by 8pm on the agreed date of arrival, SJHW may withdraw from the contract unless the parties have agreed a later time of arrival. Should this situation arise, the guest is obliged to pay the agreed amount in full. This shall apply even if the guest does not make use of the rooms reserved.

- F) In the case of group bookings of any type, if on the date of arrival the actual number of group members falls short of the originally announced number of group members by more than 10% a proportionate cancellation fee will be charged. Cancellation fees regarding the actual term of contract are not affected by this regulation.
- G) It is the duty of SJHW to make reasonable attempts, in due consideration of the circumstances, to let rooms booked, but unoccupied, to another person (§1107 General Civil Code of Austria).

## **6. Provision of Alternative Accommodation**

- A) SJHW may provide suitable alternative accommodation for the guest if the latter can reasonably be expected to accept the same, especially if the discrepancies are of a minor nature and factually justified.

## **7. Rights of the Guest**

- A) SJHW shall ensure that the accommodation and /or other services which the guest orders from us are in accordance with these terms and conditions and shall be performed by us with reasonable skill and care.
- B) The guest may occupy the rooms booked from 5pm on the agreed date of arrival.

## **8. Obligations of the Guest**

- A) The guest shall pay the agreed amount, or if a deposit was made, the amount still outstanding, upon arrival. SJHW is under no obligation to accept non-cash payment, for instance by cheque, credit card, coupon, voucher etc.
- B) Permission must be obtained from SJHW before guests operate their own electrical equipment, unless such pieces of equipment are classified as standard travelling items.
- C) The provisions of the Compensation of Damages Act apply to all damages caused by the guest. .Therefore, the guest is liable for all damages and disadvantages suffered by SJHW or third persons through the fault of the guest, of the persons accompanying him/her and any other persons he/she is responsible for, even if the injured party is entitled to make its claim directly against SJHW.

## **9. Rights of SJHW**

- A) Should the guest refuse to pay the outstanding bill, or should the guest be in arrears with his/her payments, SJHW may retain goods given by the guest until the outstanding payment is paid (§970 c of the Civil Code, Statutory Right of Retention).
- B) To secure payment of the agreed bill, SJHW has landlord's lien on the goods given by the guest (§1101 c of the Civil Code, Landlord's Lien).

## **10. Rights and Duties of SJHW**

- A) SJHW is compelled to provide the agreed services to the generally accepted standard.
- B) Special services will be indicated separately by SJHW.
- C) All prices indicated are inclusive of tax.

## **11. Liability of SJHW**

- A) SJHW shall be responsible for damages suffered by the guest if and when the damage occurs within the scope of its operations, and if the said damage is the fault of SJHW or its employee(s).
- B) Furthermore, in the capacity as the keeper of the items of value given for safekeeping by its guests, SJHW accepts responsibility up to a maximum amount of €220,00 unless it can demonstrate that the damage was caused neither by itself, nor by any of its employees, nor by non-hostel persons coming into and leaving the establishment. Under these circumstances, SJHW is liable for articles of value, money and bonds up to a maximum amount of €110,00 unless they have accepted these things for safekeeping, aware of their nature, or unless it or its employees have caused the damage and are therefore liable without restriction. Any rejection of liability by means of an announcement is without legal effect. SJHW may refuse to take valuable items, money and bonds into safekeeping if the value of the objects considerably exceeds that of objects usually handed in for safekeeping by guests. All agreements intending to reduce liability to a level lower than that mentioned in the above paragraphs are null and void. Objects shall be deemed to have been handed in for safekeeping if they are taken in by a person employed by SJHW, or if they are taken to a place designated for this purpose. (In particular §§ 970 of the Civil Code of Austria)

## **12. Pets**

- A) No animals are allowed on the hostel's premises unless prior permission has been obtained from the hostel manager. An extra fee is applicable.
- B) In accordance with the rules and regulations applicable to the pet owner (§1320 AGB), the guest is liable for all damages caused by the animal(s) he/she brought to the hostel.

## **13. Extension of the Stay**

- A) An extension of the stay is subject to the agreement of SJHW.

## **14. Termination of the Stay**

- A) If the Accommodation Contract is agreed for a certain period of time, it shall end on the last day of this period. Should the guest decide to leave early, SJHW is entitled to demand payment of the agreed amount in full. However, it is the duty of SJHW to make reasonable attempts, in due consideration of the circumstances, to let rooms still booked, but unoccupied, to another person. In all other respects, the provision stated in §5 (5) shall apply correspondingly (deduction percentage).
- B) If the guest fails to vacate his/her room by 10.00 am, SJHW may charge the room price for an additional day.
- C) SJHW may terminate the Accommodation Contract with immediate effect
  - a) if the guest makes considerable detrimental use of the rooms, or if the guest's ruthless, objectionable or otherwise grossly improper behaviour makes his/her stay unbearable for other guests or employees of the SJHW.
  - b) if the guest fails to pay the invoice presented to him/her within a reasonable period of time.
- D) If the fulfillment of the contract should, due to an act of nature beyond control, become impossible, then the contract shall be terminated. However, SJHW has to return the appropriate proportion of the fee already paid so that it does not profit from such a case (§1447 of the Civil Code of Austria).

## **15. Jurisdiction Agreement**

- (1) All disputes arising by virtue of any contract concluded between SJHW and the guest and/or the person ordering shall be referred to the relevant court in 5020 Salzburg. Therefore, the court of jurisdiction is Salzburg.