



General Terms and Conditions of JUFA Hotels, Resorts & Guesthouses

1. General Information

- (1) These basic General Terms and Conditions represent the contractual content in accordance with which JUFA Hotels, Resorts and Guesthouses usually enter into Accommodation Agreements with its guests. Other agreements are permissible, but must be in writing in order to be effective.

2. Contractual Party

- (1) In the case of doubt, the person who makes the reservation shall be the contractual partner of the accommodator (hereinafter referred to as "JUFA Hotels, Resorts and Guesthouses"), even if such person has expressly reserved or co-reserved accommodation for another person.
- (2) Persons who make use of the accommodation are guests in the sense of these General Terms and Conditions.

3. Entering into the Agreement, Advance Payment

- (1) The Accommodation Agreement usually becomes effective upon the acceptance by JUFA Hotels, Resorts and Guesthouses of a written or verbal reservation of the person making the reservation.
- (2) The guest/person who makes the reservation must render advance payment both in the amount and by the time provided for in the reservation confirmation. Should advance payment not be rendered, JUFA Hotels, Resorts and Guesthouses can withdraw from the Accommodation Agreement in accordance with Section 5 of these General Terms and Conditions.
- (3) JUFA Hotels, Resorts and Guesthouses can also demand full payment of the agreed price in advance.

4. Begin and End of Accommodation

- (1) The guest has the right to occupy his or her assigned rooms as of 5 pm on the agreed day of arrival.
- (2) Should the guest not arrive by 7 pm on the agreed day of arrival, then JUFA Hotels, Resorts and Guesthouses can withdraw from the agreement in accordance with Section 5 of these General Terms and Conditions, unless a later arrival time was expressly agreed with the respective management of JUFA Guest Houses.
- (3) Should a room be booked and occupied for the first time prior to 6 am, then the previous night counts as the first over-night stay.
- (4) Guests are to check out of their rooms by 10 am on the day of departure.

5. Withdrawal from the Accommodation Contract

(A) Terms for Individual Travelers (up to 4 rooms or 9 persons):

- (1) The following cancellation rules apply to JUFA Hotels, Resorts and Guesthouses in Vienna, Salzburg and Graz:
 - (a) The guest may unilaterally cancel the accommodation contract without payment of cancellation fee if cancellation is made at least 24 hours prior to the scheduled arrival date of the guest (usually 5:00pm the day of arrival). The cancellation must be received in writing by the proprietor no later than 24 hours prior to the scheduled arrival time of the guest (usually 5:00pm the day of arrival).
 - (b) Cancellations made less than 24 hours prior to the scheduled arrival time of the guest (usually 5:00pm the day of arrival) shall require a cancellation fee equal to 100% of the agreed total price of accommodations.
- (2) The following cancellation rules apply to all other JUFA Hotels, Resorts and Guesthouses in Austria:
 - (a) The guest may unilaterally cancel the accommodation contract without payment of cancellation fee if cancellation is made at least 1 month prior to the scheduled arrival date of the guest. The cancellation must be received in writing by the proprietor no later than 1 month prior to the scheduled arrival date of the guest.
 - (b) Guests may make unilateral cancellations of the accommodation contract less than 1 month but more than 1 week before their scheduled arrival date by paying a cancellation fee equal to 50% of the agreed total price of accommodations. The cancellation must be received in writing by the proprietor no later than 1 week prior to the scheduled arrival date of the guest.
 - (c) Cancellations made less than 1 week prior to the scheduled arrival date of the guest shall require a cancellation fee equal to 100% of the agreed total price of accommodations.

(B) Terms for groups of 5 rooms or 10 persons and more:

- (1) The group may unilaterally cancel the accommodation contract without payment of cancellation fee if cancellation is made at least 4 months prior to the scheduled arrival date of the group. The cancellation must be received in writing by the proprietor no later than 4 months prior to the scheduled arrival date of the group.
- (2) Groups may make unilateral cancellations of the accommodation contract less than 4 months but more than 1 month before their scheduled arrival date by paying a cancellation fee equal to 15% of the agreed total price of accommodations. The cancellation must be received in writing by the proprietor no later than 1 month prior to the scheduled arrival date of the group.
- (3) Groups may make unilateral cancellations of the accommodation contract less than 1 month but more than 2 weeks before their scheduled arrival date by paying a cancellation fee equal to 33% of the agreed total price of accommodations. The cancellation must be received in writing by the proprietor no later than 2 weeks prior to the scheduled arrival date of the guest.
- (4) Groups may make unilateral cancellations of the accommodation contract less than 2 weeks but more than 1 week before their scheduled arrival date by paying a cancellation fee equal to 50% of the agreed total price of accommodations. The cancellation must be received in writing by the proprietor no later than 1 week prior to the scheduled arrival date of the group.
- (5) Groups may make unilateral cancellations of the accommodation contract less than 1 week prior to their scheduled arrival date of the guest by paying a cancellation fee equal to 90% of the agreed total price of accommodations. The cancellation must be received in writing by the proprietor no later than one day prior to the scheduled arrival date of the group.
- (6) Groups that have more than 10% fewer people in their party than scheduled on the day of arrival will be subject to a proportional cancellation fee.

(C) Common Terms:

- (1) The JUFA Hotels, Resorts and Guesthouses have the right to withdraw from the accommodation contract if the guest does not arrive by 7:00pm on the scheduled day of arrival, unless a later arrival time was agreed. The guest is required in this case to pay the agreed fee in full. This also applies if the guest does not utilize the accommodation and/or guest house's services.
- (2) The JUFA Hotels, Resorts and Guesthouses are required to endeavor to rent the rooms not used as circumstances warrant. (§ 1107 ABGB)
- (3) The JUFA Hotels, Resorts and Guesthouses are entitled to withdraw from the accommodation contract without granting a grace period if the guest house has required a deposit and the guest has not made said deposit in a timely manner.
- (4) The proprietor may withdraw from the accommodation contract only for tangible cause.

6. Providing Alternative Accommodation

- (1) JUFA Hotels, Resorts and Guesthouses can provide the guest with adequate alternative accommodation, if such is acceptable to the guest, particularly if the change is insignificant and objectively justified.
- (2) An objective justification exists, if already accommodated guests extend their stay or some other consequential business measures require that alternative accommodation be provided.



7. Rights of the Guest

- (1) Upon entering into the Accommodation Agreement, the guest acquires the right to the customary use of the assigned rooms and those facilities of the JUFA Hotels, Resorts and Guesthouses that are usually made accessible to guests for customary use without any particular conditions.
- (2) The guest has the right to occupy the rooms s/he has booked as of 5 pm of the agreed day of arrival and, in accordance with this paragraph 1, to use such rooms until 10 am of the agreed day of departure.

8. Obligations of the Guest

- (1) Upon termination of the Accommodation Agreement, the agreed price is to be paid – or in the case of previous advance payment the remaining outstanding balance.
JUFA Hotels, Resorts and Guesthouses are not obligated to accept cashless means of payment such as checks, credit cards, bonds, vouchers, etc., unless the acceptance of certain cashless means of payment is expressly consented to during the booking process.
- (2) The consent of JUFA Hotels, Resorts and Guesthouses is to be obtained prior to the use of any electrical devices, which are brought by guests and which are not usually needed for travel.
- (3) Tort law shall apply for damages caused by the guest. Thus is the guest liable for any damages and disadvantages which JUFA Hotels, Resorts and Guesthouses or third parties suffer due to the negligence of the guest or the negligence of the guest's companions or other persons for whom the guest is responsible, even in the event that the injured party can claim damages directly against JUFA Guest Houses.
- (4) The house rules of the guest house must be followed.

9. Rights of JUFA Hotels, Resorts and Guesthouses

- (1) Should the guest/person who makes a reservation refuse to pay the stipulated price or should the guest or such person be in arrears, then JUFA Hotels, Resorts and Guesthouses shall have the right to retain items deposited by the guest in order to satisfy their claims arising from accommodation and food for as well as expenses incurred in connection with the guest (§970(c) of the Austrian Civil Code, legal right of retention).
- (2) JUFA Hotels, Resorts and Guesthouses have the right of lien regarding items deposited by the guest in order to secure the agreed price (§1101 of the Austrian Civil Code, accommodator's legal right of lien).

10. Obligations of JUFA Guest Houses

- (1) JUFA Hotels, Resorts and Guesthouses are obligated to render the agreed services in accordance with industry standards.
- (2) Other services shall be listed separately by JUFA Hotels, Resorts and Guesthouses.
- (3) All listed prices are inclusive prices.

11. Liability of JUFA Guest Houses

- (1) JUFA Hotels, Resorts and Guesthouses are liable solely for those damages suffered by the guest which have occurred within the scope of operations of JUFA Hotels, Resorts and Guesthouses and are due to the negligence of JUFA Hotels, Resorts and Guesthouses or their employees. Regarding material damages, liability shall be precluded for damages caused by slight negligence as well as for damages caused by gross negligence – with the exception of deliberate gross negligence – vis-à-vis contractual parties which are not considered consumers in the sense of § 1 of the Austrian Consumer Protection Act. Liability for deposited items: JUFA Hotels, Resorts and Guesthouses are liable for items deposited by the guest only if the damages are due to the negligence of JUFA Hotels, Resorts and Guesthouses or their service providers or caused by persons entering and exiting the building, unless such persons force entry with violence.
- (2) All liability is precluded for valuables which, contrary to the instructions of JUFA Hotels, Resorts and Guesthouses, are kept in places other than those prescribed for safe-keeping.
- (3) Liability of JUFA Hotels, Resorts and Guesthouses is precluded in the event of *force majeure*.
- (4) JUFA Hotels, Resorts and Guesthouses are liable for valuables, money, or financial instruments up to the (current) amount of no more than EUR 550, unless JUFA Hotels, Resorts and Guesthouses have accepted such items for safe-keeping in the knowledge of their true value or the damages are due to the negligence of JUFA Hotels, Resorts and Guesthouses or their employees.
- (5) Safe-keeping of valuables can be denied if the items are of significantly more value than those which guests of the respective JUFA Hotels, Resorts and Guesthouses generally submit for safe-keeping.
- (6) Items shall be considered deposited if they are accepted by a person in the employ of JUFA Hotels, Resorts and Guesthouses or brought to a place assigned and prescribed for deposit by such person (in particular §§ 970 ff. of the Austrian Civil Code).

12. Pets

- (1) Pets are not allowed. However, service dogs, seeing-eye dogs, and therapy dogs are allowed in certain JUFA Hotels, Resorts and Guesthouses. In such cases, the guest is obligated to keep and supervise his or her pet in such a manner that no damages can be caused to others.
- (2) The guest is liable for damages caused by his or her pets in accordance with the effective legal regulations regarding pet owners (§1320 of the Austrian Civil Code).

13. Extending Accommodation

Accommodation extension requires the approval of JUFA Hotels, Resorts and Guesthouses. No legal claim to such extension exists.

14. Ending Accommodation

- (1) Should the Accommodation Agreement have a certain term, then the Agreement terminates upon expiration of such term. Should the guest depart from JUFA Hotels, Resorts and Guesthouses prior to the expiration of the term, then JUFA Hotels, Resorts and Guesthouses can demand full payment of the agreed price. It is incumbent upon JUFA Hotels, Resorts and Guesthouses to make an effort to book the thus vacated rooms under certain circumstances.
- (2) If the guest does not check out of his or her room by 10 am of the agreed departure date, then JUFA Hotels, Resorts and Guesthouses can bill the cost of the room for another day. Any further legal claims to damages are unaffected thereby.
- (3) JUFA Hotels, Resorts and Guesthouses can terminate the Accommodation Agreement with immediate effect if the guest:
 - (a) makes detrimental use of the premises of JUFA Hotels, Resorts and Guesthouses or negatively impacts the stay of other guests or the JUFA Hotels, Resorts and Guesthouses or its employees by engaging in inconsiderate, offensive, illegal, or otherwise crassly inappropriate behavior or
 - (b) does not pay the presented invoice upon request within a reasonable period of time.
- (4) In the event the Accommodation Agreement is terminated in accordance with this Section 14, paragraph 3, the guest is obligated to compensate JUFA Hotels, Resorts and Guesthouses for the damages arising from such early termination. JUFA Hotels, Resorts and Guesthouses shall then under certain circumstances make an effort to book the thus vacated rooms.
- (5) If the fulfillment of the terms of the Agreement is made impossible by *force majeure*, then the Agreement shall be terminated.



JUFA Hotels, Resorts and Guesthouses are, however, obligated to return already received payment on a pro rated basis such that JUFA Hotels, Resorts and Guesthouses do not make any profit as a result of any such event (§1447 of the Austrian Civil Code).

15. Venue and Applicable Law

- (1) For all disputes arising from the Accommodation Agreement entered into between JUFA Hotels, Resorts and Guesthouses and the guest and/or person who makes the reservation the venue shall be the respective court in Graz having the appropriate jurisdiction over the respective dispute; this applies, however, to consumers in the sense of the Austrian Consumer Protection Act as amended from time to time only if the consumer's address, usual residence, or place of employment is in Graz.
- (2) The Accommodation Agreement is subject to Austrian law. The use of conflict of laws provisions is precluded.

16. Consent to Charge the Credit Card Used to Book an Accommodation

- (1) When booking with a credit card the card holder gives his or her express consent that in the event the guest does not arrive and has not provided a timely cancellation notice the payment for the booked accommodation or in the event the guest does not arrive and has provided a timely cancellation notice a pro rated cancellation fee can be charged to the credit card.
- (2) In the event that claims against the guest are established after his or her departure, the card holder gives his or her express consent that within 30 days after the guest departs JUFA Hotels, Resorts and Guesthouses can directly charge the card holder's credit card for such claims not reflected on the original invoice upon issuance of another invoice documenting the charges.
- (3) Chargebacks are made exclusively to the credit card charged when the booking was made.

17. Data handling

The particulars of the purchaser/guest are centrally stored by the JUFA Holding GmbH, Idlhofgasse 74, 8020 Graz, Austria, Company Registration Nr.: FN 34261i. The purpose of the data handling is the processing of the enquiry made by the purchaser/guest as well as the execution of the accommodation agreement concluded with the purchaser/guest. The purchaser/guest explicitly agrees to the forwarding of the data disclosed by the purchaser/guest within the framework of the business relationship with the purchaser/guest to the Jugend & Familiengästehäuser Holding GmbH for the previously stated purposes. The collected data shall be processed exclusively for the communicated purpose and handled confidentially in accordance with the provisions of data protection legislation.