

# General Terms and Conditions

of the Jugend & Familiengästehäuser GmbH

for JUFA Hotels, Resorts & Guesthouses in Germany



## 1. General Information

- (1) These basic General Terms and Conditions represent the contractual content in accordance with which the Jugend & Familiengästehäuser GmbH usually enters 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 the 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, the JUFA Hotels, Resorts and Guesthouses can withdraw from the Accommodation Agreement in accordance with Section 5 of these General Terms and Conditions.
- (3) The 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 the 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 the JUFA Hotels, Resorts and Guesthouses.
- (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 5 persons):

- (1) The following cancellation rules apply to the Jülich and Wangen JUFA hotels :
  - (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 Germany:
  - (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 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.
- (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) The 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.  
The 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 the 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 the 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 the JUFA Hotels, Resorts and Guesthouses .
- (4) The house rules of the guest house must be followed.

**9. Rights of JUFA Guest Houses**

- (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 the 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.
- (2) The JUFA Hotels, Resorts and Guesthouses have the right of lien regarding items deposited by the guest in order to secure the agreed price.

**10. Obligations of JUFA Hotels, Resorts and Guesthouses**

- (1) The 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 the JUFA Hotels, Resorts and Guesthouses.
- (3) All listed prices are inclusive prices.

**11. Liability of the JUFA Hotels, Resorts and Guesthouses**

- (1) The JUFA Hotels, Resorts and Guesthouses are liable for the damages suffered on the part of a guest if these damages occurred within the accommodation establishment and if the JUFA Hotels, Resorts and Guesthouses or their employees are responsible for the occurrence of said damages.
- (2) Liability for items brought into the establishment: the JUFA Hotels, Resorts and Guesthouses are furthermore liable for items that are brought by the guests into the establishment with a value of up to a statutory maximum amount (presently a maximum of 3500 €), provided that they cannot establish that the damages were neither their fault or the fault of one of their employees, or that these were caused by third persons, entering and leaving the establishment.

The JUFA Hotels, Resorts and Guesthouses are liable under these circumstances for valuables, money and for securities with a value of up to the statutory maximum amount (presently a maximum of € 800).-; unless these objects were accepted for safekeeping with knowledge of their nature and condition, or that the damages were caused by the JUFA Hotels, Resorts and Guesthouses or by their employees. A rejection of said liability through the posting of a notice is legally ineffective.

The safekeeping of valuables, money and securities can be refused in the event that this would involve objects which are significantly more valuable than those that are usually handed over for safekeeping by the establishment concerned. Items are deemed to have been handed in when they have been taken over by an employee of the JUFA Hotels, Resorts and Guesthouses or brought to a pre-determined place, allocated for this purpose by the said employee.



## 12. Pets

- (1) Pets are not allowed. However, service dogs, seeing-eye dogs, and therapy dogs are allowed in certain guest houses. 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.

## 13. Extending Accommodation

- (1) Accommodation extension requires the approval of the 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 guest house prior to the expiration of the term, then the JUFA Hotels, Resorts and Guesthouses can demand full payment of the agreed price. It is incumbent upon the JUFA Hotels, Resorts and Guesthouses to make an effort to book the thus vacated rooms under certain circumstances. The provision in §5 is otherwise analogously applicable (per cent deduction).
- (2) If the guest does not check out of his or her room by 10 am of the agreed departure date, then the 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) The JUFA Hotels, Resorts and Guesthouses can terminate the Accommodation Agreement with immediate effect if the guest:
  - (a) makes detrimental use of the premises of the 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 the JUFA Hotels, Resorts and Guesthouses for the damages arising from such early termination. The 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. The JUFA Hotels, Resorts and Guesthouses are, however, obligated to return already received payment on a pro rated basis such that the JUFA Hotels, Resorts and Guesthouses do not make any profit as a result of any such event.

## 15. Venue and Applicable Law

- (1) For all disputes arising from an accommodation agreement concluded between the JUFA Hotels, Resorts and Guesthouses and the purchaser/guest the jurisdiction of the respective court in Augsburg with competence regarding the subject matter is agreed, whereas, in relation to consumers, the statutory provisions concerning jurisdictional competence are applicable.

## 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 the 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

- (1) 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 JUFA 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.