

# General Terms and Conditions of Contract of the Youth Hostel Association of Lower Austria

## 1. General

A) The General Terms and Conditions of Contract set forth below are the standard provisions of agreement for accommodation contracts concluded between the Youth Hostel Association of Lower Austria 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 no agreements are valid unless concluded in writing.

## 2. Contract Parties

A) In case of doubt, the accommodation provider, in that case the Youth Hostel Association of Lower Austria 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, stating the name of the accommodation taker, 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, Prepayment

A) As a rule, the accommodation contract comes into force as soon as the Youth Hostel Association of Lower Austria has accepted the written or oral order placed by the guest.  
B) On the date given in the booking confirmation, the guest shall make a prepayment in the amount specified in the booking confirmation.

## 4. Beginning and End of Accommodation

A) The guest may occupy the booked rooms from 4 pm on the agreed date of arrival.  
B) If the guest fails to arrive by 7pm on the agreed date of arrival, the Youth Hostel Association may withdraw from the Contract unless a later time of arrival was expressly agreed with the hostel management.  
C) If a guest should move into a room prior to 6am, the guest's stay shall be deemed to have commenced on the previous night.  
D) On the date of departure, the guest shall vacate the rented room by 10am.

## 5. Withdrawal from the Accommodation Contract

A) Up to 4 months prior to the agreed date of arrival of the guest, 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 arrived at the other party's address at the latest 4 months prior to the agreed date of arrival.  
B) Between 4 months and up to 1 month prior to the agreed date of arrival of the guest, either party may terminate the Accommodation Contract by unilateral declaration, subject however to the payment of a cancellation fee of 25% of the total price then agreed. The written declaration of cancellation must have arrived at the other party's address at the latest 1 month prior to the agreed date of arrival.  
C) Between 1 month and up to 4 days prior to the agreed date of arrival of the guest, either party may terminate the Accommodation Contract by unilateral declaration, subject however to the payment of a cancellation fee of 50% of the total price then agreed. The written declaration of cancellation must have arrived at the other party's address at the latest 4 days prior to the agreed date of arrival.  
D) In case the cancellation by unilateral declaration happens later than 4 days prior to the agreed arrival, the accommodation taker is liable to pay a cancellation fee of 100% of the total agreed price.  
E) If the guest fails to arrive by 7pm on the agreed date of the arrival, the Youth Hostel Association may withdraw from the Contract unless the parties have agreed a later time of arrival. Should this situation arise, it is nevertheless the guest's obligation to pay the agreed amount in full. This shall apply even if the guest does not make use of the ordered rooms or accommodation services, respectively.  
F) In the case of group bookings of any type, a proportionate cancellation fee shall be charged on the date of arrival if the actual number of group members falls short of the originally announced number of group members by more than 10%. This shall be without prejudice to cancellation fees concerning the Accommodation Contract proper (see item 5 A to D).  
G) It is the duty of the Youth Hostel Association to make reasonable attempts, in due consideration of the circumstances, to let rooms booked, but unoccupied, to another person (§1107 of the General Civil Code).

## 6. Provision of Alternative Accommodation

A) The Youth Hostel Association of Lower Austria 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) With the conclusion of the Accommodation Contract, the guest acquires the right to make customary use of the agreed rooms, The Youth Hostel Association of Lower Austria may guests without special conditions, and to receive the usual service.  
B) The guest may occupy the rented rooms from 4pm on the agreed date of arrival.

## 8. Obligations of the Guest

A) Before the arrival, the guest has to pay the agreed amount or, if a prepayment was made, the amount which is still outstanding. The Youth hostel association is under no obligation to accept non cash payment, for instance by cheque, credit card, coupon, voucher etc.  
B) It is strictly prohibited to use own items of electrical equipment which are not classified as standard travelling items unless the permission or the Youth Hostel Association is given.  
C) The provisions of the Compensation of Damages Act shall apply to all damages caused by the guest. Therefore, the guest is liable for all damages and disadvantages suffered by the Youth Hostel Association 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 the Youth Hostel Association.

## 9. Rights of The Youth Hostel Association

A) Should the guest refuse to pay the agreed consideration, or should the guest be in arrears with his/her payments, the Youth Hostel Association may retain effects brought in by the guest in order to secure the claim arising to it by virtue of the provision of accommodation and food and its outlay for the guest (§970 c of the Civil Code, Statutory Right of Retention).  
B) To secure payment of the agreed consideration, the Youth Hostel Association has landlord's lien on the effects brought in by the guest (§1101 c of the Civil Code, Landlord's Lien).

## 10. Obligations of The Youth Hostel Association

A) The Youth Hostel Association has to provide the agreed services to the generally accepted standard extent.  
B) Special services will be identified separately by the Youth Hostel Association.  
C) All prices indicated must be inclusive of tax.

## 11. Responsibility of The Youth Hostel Association

A) The Youth Hostel Association is responsible for damages suffered by guest if the damage has occurred within the scope of its operations, and if the said damage has been the fault of The Hostel Association or its employee(s).  
B) Responsibility for items of value brought in by the guest. Furthermore, in the capacity as the keeper of the items of value given for safekeeping by its guests, the Youth Hostel Association is also responsible up to a maximum amount of € 220,- unless it can demonstrate that 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, the Youth Hostel Association is liable for precious objects, money and securities up to a maximum amount of € 110,- unless they have accepted these things for safekeeping, aware of their nature, or unless they themselves or their employees have caused the damage and are therefore liable without restriction. Any rejection of liability by means of an announcement is without legal effect. The Youth Hostel Association may refuse to take valuable items, money and securities into safekeeping if the value of the objects considerably exceeds the value 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 the Youth Hostel Association, or if they are taken to a place designated for this purpose. (in particular §§ 970 ff of the Civil Code)

## 12. Pet Keeping

A) Animals are not allowed on the hostel's premises unless a prior permission has been granted, if necessary against an extra charge.  
B) The guest shall be liable, in accordance with the rules and regulations applicable to the pet keeper, for all damages caused by the animal(s) he/she has brought to the hostel (§1320 of the Civil Code).

## 13. Extension of the Stay

A) An extension of stay is subject to the agreement of the Youth Hostel Association.

## 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, the Youth Hostel Association is nevertheless entitled to charge the total agreed amount. However, it is the duty of the Youth Hostel Association to make reasonable attempts, in consideration of the circumstances, to let the booked but unoccupied room to another person. In all other respects, the provision in §5 F shall apply by analogy (deduction percentage).  
B) If guest fails to vacate his/her room by 10.00am, the Youth Hostel Association may charge the room price for an additional day.  
C) The Youth Hostel Association may terminate the Accommodation Contract with immediate effect  
a) if the guest makes considerably detrimental use of the rooms, or if the guest's ruthless, objectionable or otherwise grossly improper behaviour makes his/her stay unbearable for the other guests or the Youth Hostel Association;  
b) if, upon request, the guest fails to pay the invoice presented to him/her within a reasonable period.  
D) If the performance of the contract should, due to the occurrence of force majeure, become impossible, then the contract shall terminate. However, the Youth Hostel Association undertakes to return the appropriate proportion of the consideration already paid so that it does not profit from the occurrence (§1447 of the Civil code).

## 15. Venue

A) All disputes arising by virtue of any contract concluded between the Youth Hostel Association and the guest and/or the ordering person shall be referred to the court in 3430 Tulln having jurisdiction in the subject matter. Therefore, the venue in each and every case shall be Tulln.