

# General Terms and Conditions of Contract of JUFA Hotels in Austria

## 1. General

(1) These General Terms and Conditions of Contract provide the basic terms of contract by which JUFA Hotels usually concludes lodging contracts with its guests.

Special agreements must be made in writing.

## 2. Contracting Parties

(1) In cases of doubt the contracting party of the accommodation provider (JUFA Hotels) is the ordering party, even if he jointly placed the order with other persons.

(2) The persons occupying the accommodation are guests in accordance with the conditions of contract.

## 3. Conclusion of contract, deposit

(1) The accommodation contract is generally formed through the acceptance of the ordering party's written or verbal order by JUFAHotels.

(2) The guest/ordering party shall pay the deposit amount by the deadline stipulated in the reservation confirmation. In the event of non-payment of this deposit, JUFA Hotels reserves the right to withdraw from the accommodation contract. JUFA Hotels is further entitled to request advance payment of the fully agreed amount.

## 4. Commencement and termination of accommodation

(1) The guest is entitled to occupy the allocated room from 4 p.m. on the specified date of arrival.

(2) In the event that the guest has not arrived by 6 p.m. on the specified date of arrival, and a later arrival time has not expressly been agreed with hotel management in advance, JUFA Hotels is entitled to reassign the booked room.

(3) If a room is occupied for the first time before 6 a.m., the preceding night shall be deemed the first night of accommodation.

(4) The hired rooms are to be vacated by the guest by 11 a.m. on the day of departure.

(5) If the room is not vacated by the guest by 11 a.m., and a later check-out time has not expressly been agreed, the accommodation provider is entitled to clean the room and store or deposit any items belonging to the guest at the cost of the guest.

## 5. Withdrawal from the Accommodation Contract (cancellation)

(A) Provisions for individual bookings according to point 5. lit D, para 5:

(1) The following cancellation policy applies to JUFA Hotels in Bregenz, Graz City, Graz South, Salzburg and Vienna:

(a) The guest can cancel the accommodation contract up to 24 hours before the agreed arrival date of the guest (generally by 4 p.m. on the day of arrival) without payment of a cancellation fee. The declaration of cancellation by the guest must be

provided in writing to the accommodation provider no later than 24 hours before the agreed arrival date (generally by 4 p.m. on the day of arrival).

(b) In the event of cancellation within 24 hours of the agreed arrival date of the guest (generally by 4 p.m. on the day of arrival), 100 % of the agreed total amount shall be payable.

(2) The following cancellation policy applies to all other JUFA Hotels in Austria:

(a) The guest can cancel the accommodation contract up to 30 days before the agreed arrival date of the guest without payment of a cancellation fee.

The declaration of cancellation by the guest must be provided in writing to the accommodation provider no later than 30 days before the agreed arrival date.

(b) A cancellation fee of 33 % of the agreed total price may be charged to the guest under this accommodation contract for cancellations between 29 days and 8 days of the agreed arrival date of the guest. The declaration of cancellation by the guest must be provided in writing to the accommodation provider no later than 8 days before the agreed arrival date.

(c) A cancellation fee of 50 % of the agreed total price may be charged to the guest under this accommodation contract for cancellations between 7 days and 1 day of the agreed arrival date of the guest. The declaration of cancellation by the guest must be provided in writing to the accommodation provider no later than 1 day before the agreed arrival date.

(d) In the event of no-show or cancellation on the agreed arrival date of the guest, 100% of the total price shall be payable.

(B) Terms for group bookings according to point 5. lit D, para 5:

(1) The guest can cancel the accommodation contract up to 4 months before the agreed arrival date of the guest without payment of a cancellation fee. The declaration of cancellation by the guest must be provided in writing to the accommodation provider no later than 4 months before the agreed arrival date.

(2) A cancellation fee of 15 % of the agreed total price may be charged to the guest under this accommodation contract for cancellations between 4 months and 1 month of the agreed arrival date of the guest. The declaration of cancellation by the guest must be provided in writing to the accommodation provider no later than 1 month before the agreed arrival date.

(3) A cancellation fee of 33 % of the agreed total price may be charged to the guest under this accommodation contract for cancellations between 1 month and 2 weeks of the agreed arrival date of the guest. The declaration of cancellation by the guest

must be provided in writing to the accommodation provider no later than two weeks before the agreed arrival date.

(4) A cancellation fee of 50 % of the agreed total price may be charged to the guest under this accommodation contract for cancellations between 2 weeks and 1 week of the agreed arrival date of the guest. The declaration of cancellation by the guest must be provided in writing to the accommodation provider no later than one week before the agreed arrival date.

(5) A cancellation fee of 90 % of the agreed total price may be charged to the guest under this accommodation contract for cancellations within one week and the day preceding the agreed arrival date of the guest. The declaration of cancellation by the guest must be provided in writing to the accommodation provider no later than the day before the agreed arrival date.

(6) For groups that fall short of the originally provided number of persons by more than 10 %, a proportional cancellation fee shall apply.

(C) Overnight stay Nonflex:

(1) Accommodation contracts containing the indication that the accommodation is an "overnight stay Nonflex" ("Nonflex-Buchung") shall not be subject to the cancellation conditions set out in lit (A) and (B). Cancellation of nonflex bookings by the guest is not possible.

(D) Joint provisions:

(1) In the event that the guest has not arrived by 6 p.m. on the specified date of arrival, and a later arrival time has not expressly been agreed in advance, JUFA Hotels reserves the right to reassign the booked room. In this event, the guest/ordering party is obliged to pay the agreed amount in full. This shall also apply if the guest does not accept the ordered room/guest house services.

(2) JUFA Hotels is obliged to take all appropriate steps to ensure that the rooms not used are rented to other guests.

(3) JUFA Hotels is entitled to withdraw from the contract without allowing a period of grace if a deposit is required and the guest has not paid this deposit within the given time frame.

(4) Withdrawal of the accommodation provider from the accommodation contract requires a valid reason.

(5) Group bookings within the meaning of point 5 lit B are bookings for at least 15 persons which are concluded in one reservation process on a total invoice (=1 reservation confirmation and 1 invoice for the entire group). All other bookings are considered individual bookings in the sense of point 5 lit A.

## 6. Hire of seminar rooms and withdrawal from

#### seminar room hire contract (cancellation)

The general terms and conditions of business here apply for hire of JUFA Hotels' seminar rooms. The cancellation conditions in point 5 (B) should be applied with regard to seminar room hire contracts.

#### 7. Provision of replacement accommodation

(1) JUFA Hotels may offer the guest suitable replacement accommodation if this is reasonable for the guest, in particular where the difference is marginal and objectively justified.

(2) An objective justification shall, for example, be deemed given if an already resident guest extends their stay or other operational measures give rise to this step.

#### 8. Rights of the guest

(1) Upon conclusion of the accommodation contract, the guest acquires the right to the normal use of the rented rooms and facilities of JUFA Hotels which normally and without any special conditions, are available for usage by guests and to the usual services from 4 p.m. on the arrival date until 11 a.m. on the departure date.

#### 9. Guest obligations

(1) The total amount shall become due (unless advance payment has been made) upon termination of the accommodation contract. JUFA Hotels is not obliged to accept cashless payment such as cheques, credit cards and vouchers etc. unless it has expressly been stated during the booking process that cashless payment will be accepted.

(2) The guest must obtain the consent of JUFA Hotels before using any electrical devices brought by the guest that do not form part of the normal travel requirements.

(3) The guest shall be liable for any damages and any detriment suffered by JUFA Hotels or by third parties due to his fault or fault of his companion or other persons for whom he is responsible and even if the claimant is entitled to claim damages directly from JUFA Hotels.

(4) The house rules of hotels visited must be complied with.

#### 10. Rights of JUFA Hotels

(1) If the guest refuses to pay the specified payment amount or is in arrears, JUFA Hotels is entitled to withhold the belongings of the guest as an insurance for the demands for accommodation and catering.

(2) To guarantee the agreed payment JUFA Hotels has the right of lien on the belongings of the guest.

#### 11. Obligations of JUFA Hotels

(1) JUFA Hotels is obliged to provide the agreed services to an extent that complies with its standards.

(2) Additional services shall be indicated separately by JUFA Hotels as such.

(3) The prices shown are all inclusive prices.

#### 12. Liability of JUFA Hotels

(1) JUFA Hotels is liable for damages suffered on the part of the guest, if the damages have taken place within the accommodation and JUFA Hotels or one of its employees is at fault. No liability shall be assumed by contractual parties who are not consumers in the sense of Section 1 KSchG for damage to property caused by slight or gross negligence. Liability for objects on the premises: JUFA Hotels shall only be liable for items brought by the guest if the damage is caused by it or one of its service providers or a third party entering or leaving the building, unless this entry was forced.

(2) No liability shall be taken for valuables stored in a

place which is not recommended by JUFA Hotels.

(3) JUFA Hotels shall not be liable in the event of force majeure.

(4) JUFA Hotels shall only reimburse up to an amount of (currently) 550 euros for valuables, money or securities unless they accepted responsibility for these in the knowledge of their actual value, or damage was caused by JUFA Hotels or one of its employees.

(5) Storage of valuable items may be refused if these are considered more valuable than items typically stored by the accommodation provider.

#### 13. Animal housing

(1) Animals are not permitted on the property. Dogs are an exception to this rule in certain JUFA Hotels. In each case, the guest is responsible for ensuring that their pet does not cause any harm to other persons.

(2) The guest is liable for any damages caused by the pets, according to the rules for pet owners.

#### 14. Extending accommodation

Guest accommodation may be extended with the approval of JUFA Hotels. There is no legal entitlement to an extension of stay.

#### 15. Termination of accommodation

(1) If the accommodation contract was agreed for a specific time, it ends when this time has expired. In case of an early departure the whole amount for the remaining period will be charged. JUFA Hotels is, nevertheless, obliged to take all appropriate steps to ensure that the rooms not used are rented to other guests.

(2) If the guest has not vacated their room by 11 a.m. on the agreed departure date, an additional night's stay will be charged. Further claims for damages and losses according to applicable law remain unaffected.

(3) JUFA Hotels is entitled to cancel the accommodation contract with immediate effect if the guest

(a) uses the JUFA Hotels rooms in a considerably disadvantageous way or makes their stay intolerable for the other guests, JUFA Hotels, or its employees staying at the accommodation due to inconsi-derate, objectionable or otherwise inappropriate behaviour,

(b) does not settle their bill upon request within the stipulated time frame.

(4) In case of justifiable cancellation of the accommodation contract pursuant to Section 14 Paragraph 3, the guest is obliged to reimburse JUFA Hotels for any damages incurred as a result of the early cancellation.

(5) If fulfilment of the agreement becomes impossible due to circumstances deemed to be force majeure, the contract shall be terminated. JUFA Hotels is however obliged to return the payments received so that they do not make any profit out of the event.

#### 16. Place of jurisdiction and applicable law

(1) For any disputes that may arise between JUFA Hotels and the guest and/or the accommodation contract concluded with the ordering party, these shall be settled at the competent court of Graz in relation to the consumer in the sense of KSchG, only if their place of domicile or employment is in Graz.

(2) This accommodation contract is subject to Austrian law. The application of conflict of laws is excluded.

#### 17. Debiting credit cards for bookings made using a

#### credit card

(1) For bookings made using a credit card, the credit card holder expressly consents to their card being debited in the event of no-show of the guest or timely cancellation, or in the event of a cancellation fee being taken from the credit card as a result of timely cancellation.

(2) The credit card holder gives their express consent for JUFA Hotels to debit the credit card within 30 days of the departure of the guest for any additional amounts owed that have not yet been settled.

(3) Chargebacks will be made exclusively to the credit card account used at the time of booking.

(4) If a booking is confirmed by providing a credit card number, JUFA will send an authorisation request to the credit card company and will reserve a remuneration amount for the accommodation. The credit card holder shall explicitly approve this request.

#### 18. Data protection

The data protection information in accordance with Article 13 ff DSGVO is available at [www.jufa.eu/datenschutz](http://www.jufa.eu/datenschutz).