

GENERAL TERMS AND CONDITIONS

Jugend-Gästehaus Steinachhof

Altachweg 13

5753 Saalbach

Owner and registered business leader

Peter Niederseer

Altachweg 13

5753 Saalbach

By signing the booking confirmation, you (the contract partner) are agreeing to an accommodation contract with the Steinachhof (the accommodation provider) and thereby agree to the following general terms and conditions of the contract.

1.) CONTRACT AGREEMENT AND DEPOSIT:

1.1. The contract between the Steinachhof, the accommodation provider, represented by Peter Niederseer, and the contract partner applies from the time that a quote from the youth hostel Steinachhof for the desired booking is delivered and the contract partner has agreed to the quote, signed and returned it to the youth hostel Steinachhof, and this has been confirmed by the accommodation provider.

1.2. The accommodation contract is agreed on condition that a down payment of a deposit is received, except in cases agreed otherwise. The contract partner is obliged to pay the deposit to secure the contract of accommodation. This deposit is normally to be paid by at least 2 months before the day of arrival and is to be paid into the following bank account:

Volksbank Salzburg

Account name: Peter Niederseer

IBAN: AT37 4501 0000 6210 3122

SWIFT/BIC: VBOEATWWSAL

The deposit is seen as part of the payment for the agreed total price.

2.) START AND END OF THE ACCOMMODATION PERIOD

2.1. The contract partner has the right, unless agreed otherwise by the accommodation provider, to move into the rented rooms from 04.00 PM.

2.2. If rooms are moved into before 06.00 AM, then the previous night will also be charged.

2.3. Rooms rented by the contract partner must be vacated by 10.00 AM on the day of departure, unless agreed otherwise by the accommodation provider. The accommodation provider reserves the right to charge an additional day if the rented rooms are not vacated by this deadline.

3.) CANCELLATION OF THE ACCOMMODATION CONTRACT BY THE ACCOMMODATION PROVIDER:

3.1. If the deposit has not been paid by the deadline, the accommodation provider reserves the right to cancel the accommodation contract.

3.2. If guests have not arrived by 06.00 PM on the agreed date of arrival, there is no obligation to offer accommodation, unless a later arrival time has been agreed upon.

3.3. Up until 3 months before the agreed arrival date of the contract partner, the accommodation contract can be cancelled by the accommodation provider for any justifiable reason, unless it has been agreed otherwise.

4.) CANCELLATION OF THE ACCOMMODATION CONTRACT BY THE CONTRACT PARTNER:

Cancellation by the contract partner incurs the following cancellation charges:

- Up to 8 weeks before day of arrival: the payable deposit
- Up to 4 weeks before day of arrival: 60% of the total booking price
- Up to 2 weeks before day of arrival: 70% of the total booking price
- Up to 1 week before day of arrival: 90% of the total booking price
- Departing on a date earlier than agreed incurs the total booking price
- From the day of arrival, if the group is smaller than expected, 50% of the agreed daily price per missing person per day must be paid.

5.) UNEXPECTED DELAYS IN ARRIVAL:

5.1. If the contract partner is unable to arrive on the agreed date of arrival in the accommodation due to unforeseen circumstances (e.g. extreme snowfall, floods etc.) by any possible route or method, the contract partner is not obliged to pay the agreed amounts for the day of arrival.

5.2. If arrival is possible within the next 3 days, then the remaining accommodation period will be charged on a pro rata basis from the date when arrival is possible.

6.) RIGHTS OF THE CONTRACT PARTNER:

By agreeing to this accommodation contract, the contract partner becomes entitled to normal use of the rented rooms and facilities of the accommodation which are usually provided for guests' use, without special conditions, and for their normal purpose of use. The contract partner must abide by all hotel and/or guest guidelines currently applicable (the "Hausordnung").

7.) OBLIGATIONS OF THE CONTRACT PARTNER:

7.1. The contract partner is obliged to pay by the departure day, or at the latest 14 days after any bills have been received, the agreed amount plus any additional charges that have been incurred due to special arrangements by him/her or any accompanying guests, plus any taxes that may apply.

7.2. The contract partner is liable for any damages caused by him/her or guests or any other person who is aware of contract partner's agreement for services of the accommodation provider.

7.3. In cases where the payment deadlines agreed with the accommodation provider have not been met, in addition to the original sum, compensation is to be paid to cover bank charges, and interest rates. This charge will be 9.2% p.a. above the basic rate of inflation.

7.4. The starting date is taken to be the deadline for payment of the bill to be paid. The accommodation provider reserves the right to pass onto the contract partner any reminder and debt collection expenses, in particular any lawyer's fees caused. The contract partner is not entitled to charge his demands against the demands on the side of the accommodation provider. Any possible incurred transfer or bank charges are to be covered by the contract partner.

8.) OBLIGATIONS OF THE ACCOMMODATION PROVIDER:

8.1. The accommodation provider is obliged to provide any services agreed-upon to the appropriate standard.

8.2. The services of the accommodation provider are in the form of half-board accommodation unless otherwise agreed upon with the contract partner.

9.) LIABILITY OF THE ACCOMMODATION PROVIDER:

9.1. The accommodation provider is only liable for any damages that are due to him or his staff against the guest through any illegal, non-contractual or negligent conduct.

9.2. The accommodation provider is not liable for any damages that are due to non-adherence to staff instructions or are due to any other rules of use or instructions from staff, through any other behaviour of the person concerned or through unavoidable or unforeseen circumstances, e.g. force majeure, particularly also caused by any third person. Contributory negligence will lead to corresponding compensation according to the relevant decisions of the law book. The same applies in a similar way for the various facilities with their specific rules of use, and any current bans of usage or notices of reduced use.

10.) BRINGING AND LOSS OF ANY POSSESSIONS, PARKING OF VEHICLES:

10.1. The accommodation provider accepts no responsibility for any valuables brought into the property or onto the property grounds.

10.2. No liability is accepted for the parking facility should any damage of any kind occur, whether personal or financial loss (in particular caused when getting in or out of vehicles).

10.3. Any objects found are to be handed in to a member of staff with written confirmation of receipt.

11.) PETS:

11.1. Pets may only be brought into the accommodation if agreed on in advance with the accommodation provider, and in any case a supplement applies.

11.2. Any contract partner bringing a pet is obliged to look after it for the duration of the stay in accordance with the rules, either looking after it in person, or employing a third person to do so, and covering any costs incurred.

11.3. Any contract partner or guest bringing a pet must have an appropriate pet liability insurance or private liability insurance that covers any possible damage caused by pets. Proof of this insurance must be shown to the accommodation provider if requested.

11.4. Pets are not allowed in the dining rooms, common rooms or disco rooms, nor in the lounge.

12.) BED LINEN AND TOWELS:

12.1. Bedlinen is provided by the accommodation provider unless otherwise agreed.

12.2. Towels must be brought by the contract partner and guests themselves.

13.) ENDING OF THE ACCOMMODATION CONTRACT:

13.1. The accommodation contract ends on the agreed date.

13.2. If the contract partner departs earlier than expected, the accommodation provider is entitled to demand the full price of the booking. The accommodation provider will deduct any savings made by not providing his services during this time, and any income received from possible rental of the booked rooms. Savings may be deemed as such if the accommodation at the time of vacation has been booked fully and the rooms can be rented to other guests because of cancellation on the part of the contract partner. Proof of this saving is to be made by the contract partner.

13.3. The accommodation contract ends in the case of the death of any guest.

13.4. The accommodation provider is entitled to terminate the accommodation contract with immediate effect for any important reason, especially in the following cases:

a) If the contract partner or any guest makes any unnecessarily untoward use of the facilities or causes any other guests, the owner, staff, or any others staying in the accommodation any problems through inconsiderate, offensive, or improper behaviour, or takes any course of action against any of these persons, whether material, or to do with personal safety, or morals that is deemed to be liable for punishment.

b) If the contract partner or any guest catches any contagious illness during the duration of their stay, or becomes in need of care in any other way.

13.5. If fulfilment of the contract is rendered impossible due to any circumstances deemed to be events of force majeure (forces of nature, strike, transport blockage, administrative decrees etc.), the accommodation provider may terminate the accommodation contract at any time, without prior notice needing to be given, as long as the contract has not already been terminated by law, or the accommodation provider has been released of his duty of providing accommodation. Any claims for compensation on the part of the contract partner are ruled out in cases of force majeure.

14.) PLACE OF DELIVERY, PLACE OF JURISTITION

14.1. The place of delivery is where the place of accommodation is to be found, namely Altachweg 13, 5753 Saalbach.

14.2. The place of jurisdiction in the case of any disputes with the youth hostel Steinachhof (both active and passive processes) lies exclusively with the Bezirksgericht Saalfelden.

15.) PRICES:

15.1. The prices that apply are those at the time of booking as given by the accommodation provider.

15.2. The local tourist taxes quoted are per person per night and are payable by the contract partner in addition to the bill.

16.) OTHER:

16.1. Unless otherwise specified in the above provisions, any time limits shall start upon delivery of the deadlines to the contract partner, who is to keep to them. The day that the event in question falls with which a deadline calculation is connected, is not taken into account when calculating a time limit that is according to days. Deadlines relating to weeks or months are calculated according to the day or week of the month that corresponds in name or number to the day on which the deadline applies. If this day does not exist in a specific month, then the last day in the month applies.

16.2. Any declarations must be received by the other party by the last day of the time limit (12.00 midnight).

16.3. These general terms and conditions together with the confirmation of booking and any particular special conditions apply to the entire contract. If any discrepancy between the general terms and conditions, the cancellation conditions, and the booking confirmation arises, then the booking confirmation and the cancellation conditions have priority over at the general terms and conditions, as long as no other agreement has been met between the parties concerned.