

General Conditions

of the Katholische Hochschulwerk for the Renting of Accommodation to Guests in the Wolf Dietrich and Thomas Michels Hostels in Salzburg.

State as of November 2011.

1. General

A) The general contract conditions state the contractual conditions which the Katholisches Hochschulwerk in accordance with the Austrian Hotel Contractual Conditions normally concludes with its guests. Special agreements are allowed, however, these must be made in writing in order to be valid.

2. Contractual Parties

A) In cases of doubt, the contractual partner of the accommodation provider, referred to in brief as KHW, is held to be the ordering party, even if he placed or jointly placed, the order for other specifically named persons.

B) The persons occupying the accommodation are guests within the meaning of the terms of the contract.

3. Conclusion of Contract, Advance Payment

A) The accommodation contract is generally formed through the acceptance of the guest's written or verbal order by the KHW.

B) The guest is obliged to make the down payment of the stipulated amount within the period stated in the reservation confirmation.

4. Commencement and Termination of the Accommodation Contract

A) The guest has the right to move into the reserved room by 4.00pm on the agreed date of arrival.

B) The KHW has the right, if the guest fails to appear by 8.00pm on the agreed date of arrival, to withdraw from the contract, unless a later arrival has been agreed.

C) Rooms rented must be vacated by the guest by 10.00am on the date of departure.

5. Withdrawal from the Accommodation Contract

A) Both parties can cancel the accommodation contract by a unilateral statement up to 3 months at the latest before the agreed date of arrival of the guest without payment of a cancellation fee. The declaration of cancellation must reach the contractual partner in written form by at least 3 months prior to the agreed date of the guest's arrival at the accommodation of the provider.

B) Both parties can cancel the accommodation contract by a unilateral statement within 3 months and up to 1 month before the agreed date of arrival on payment of a cancellation fee of 40% of the respective total price hitherto agreed. The declaration of cancellation must be in written form and reach the contractual partner by at least 1 month prior to the agreed date of the guest's arrival at the accommodation of the provider.

C) Both parties can cancel the accommodation contract by a unilateral statement in the period between 1 month and 1 week prior to the agreed date of arrival of the guest. In such cases, however, a cancellation fee amounting to 70% of the total price hitherto agreed is payable. The declaration of cancellation must reach the contractual partner in writing by 1 week at the latest prior to the agreed date of the guest's arrival at the accommodation of the provider.

D) Should the unilateral declaration of cancellation of the accommodation contract take place within 1 week prior to the agreed date of arrival of the guest, then a cancellation fee amounting to 90% of the respective total price hitherto agreed.

E) In the event that the guest does not appear by 8.00pm on the agreed date of arrival, the KHW has the right to withdraw from the contract, unless a later time of arrival has been agreed. In this case the guest is liable to payment in full of the agreed price. This also applies if the guest does not make use of the ordered rooms/guest house service.

F) In the event that a travel group of any kind arrives with fewer passengers than originally stated, then the KHW has the right to demand payment of a proportional cancellation fee of 100% of the total price hitherto agreed.

F) In the appropriate circumstances the KHW reserves the right to attempt to otherwise rent the rooms not used (§1107 ABGB).

6. Provision of Substitute Accommodation

A) The KHW may provide the guest with adequate substitute accommodation, provided this is reasonable for the guest, particularly if the difference is insignificant and objectively justified.

7. Rights of the Guest

A) The conclusion of the accommodation contract gives the guest the right to the normal use of the rented rooms, the facilities of the KHW, which are normally and without any special conditions available for usage by guests, and to the usual services.

B) The guest has the right to occupy the rented rooms from 4.00pm on the agreed date of arrival.

8. Obligations of the Guest

A) Prior to usage of the rented rooms the agreed payment or, as applicable, in cases of previous payment of a deposit, the outstanding balance is payable. The KHW is

under no obligation to accept cashless means of payment such as cheques, credit cards, tokens, vouchers, etc.

B) The permission of the KHW must be obtained prior to using electric appliances which the guest has brought into the accommodation and which are not normal travel requirements.

C) In the case of damages caused by the guest the compensation law regulations apply. The guest is thus liable for all damages and adverse effects caused by his own fault or the fault of the person/s accompanying him or other persons for whom he is responsible suffered by the KHW or third parties, also when the aggrieved party has the right to direct compensation by the KHW.

9. Rights of the KHW

A) Should the guest refuse the stipulated payment or if he is in arrears with payment, the KHW has the right to secure payment owed for the accommodation and board and also for the expenses incurred on the guest's behalf by retaining the property brought into the accommodation by the guest (§970 c ABGB legal Right of Retention).

B) In order to secure payment of the amount agreed, the KHW has the right of retention on objects brought into the accommodation by the guest (§1101 ABGB Right of Lien of the Accommodation Provider).

10. Obligations of the KHW

A) The KHW is obliged to perform the agreed services to an extent that complies with its standard.

B) The KHW will notify guests separately of extra services.

C) Marked prices must be inclusive.

11. Liability of the KHW

A) The KHW is liable for damages suffered by the guest in the case that the damage has happened within the establishment and the KHW or its staff caused the damage.

B) In addition to this, the KHW is liable, as custodian of the objects handed in by checked-in guests, for a maximum of €220.--, if the KHW cannot prove that the damage was caused neither by the KHW nor by one of its employees, nor by strangers entering or leaving the house. Under these circumstances the KHW is liable for valuables, money and securities up to a maximum amount of €110.--, unless it took these things with the knowledge of their condition into its safe-keeping, unless the KHW itself or one of its employees caused the damage, which would result in unlimited liability. A rejection of liability by putting up a notice is legally ineffective. The custody of valuables, money and securities can be refused if they are substantially more valuable objects than the guests normally hand in for safe-keeping. Agreements which lead to a reduction of liability below the extent stated in the paragraph above are legally ineffective. Objects are deemed to have been

handed-in when they have been accepted by the service personnel of the KHW or if they have been handed in at a place predetermined for this purpose. (In particular §§ 970 ff ABGB)

12. Keeping of Animals

The keeping of animals is not permitted in KHW guest-houses.

13. Extension of the Accommodation Contract

A) The agreement of the KHW is required should a guest wish to extend his stay.

14. Termination of the Accommodation Contract

A) If the accommodation contract has been made for a definite term, it ends upon the agreed expiry date. Should the guest leave the accommodation before departure date, then the KHW is entitled to payment in full of the agreed price. However, the KHW reserves the right to seek to otherwise rent the rooms not used in the appropriate circumstances. In addition the regulation in § 5 (5) applies accordingly (discount percentage).

B) In case the guest does not vacate his room by 10.00am, the KHW is entitled to demand payment of the price of the room for an additional day.

C) The KHW reserves the right to cancel the accommodation contract now, in case the guest a) uses the rooms in a considerably disadvantageous way or spoils the stay of other guests of the KHW by his reckless, indecent or otherwise uncouth conduct.

b) does not pay the bill submitted to him upon request within a reasonably fixed time.

D) In case the fulfilment of the contract is made impossible by an event regarded as force majeure, the contract is deemed terminated. The KHW is, however, under the obligation to return the payments received on a pro rata basis so that he does not make any profit out of the event. (§1447 ABGB).

15. Agreement of Jurisdiction

A) It is considered as agreed that responsibility for all disputes arising from the accommodation contract between the KHW and the guest and/or the client who concluded the accommodation contract lies with the respective courts of law in 5020 Salzburg competent for the matter concerned. Thus the sole place of jurisdiction for all disputes is in Salzburg.