

GENERAL TERMS AND CONDITIONS 2022/23

"young austria – Österreichs Erlebnisgästehäuser" is a protected name and means that financially and legally independent companies belong to the umbrella brand young austria.

The business group ya! includes: young austria – Österreichs Erlebnisgästehäuser GmbH, young austria Service GmbH, Jugendalpincenter GmbH, Austria Jugendhotels GmbH, Schaldbergtour GmbH and Schneehaus GmbH.

1. The ya! Österreichs Erlebnisgästehäuser and the accommodation partners for the ya! project weeks are facilities for groups of children and young people under the age of 18, families and adult groups, as well as groups of people of all ages with disabilities. All groups must be led by a responsible and trained group leader or teacher. Minimum number of participants per group: 10

2. Registration

The reservation of the house and the travel date for the group is confirmed with the **booking contract** signed and returned by the customer. After receipt of the booking contract or, in the case of winter groups, at the latest after receipt of the **"Group Update" form** (approx. 3 months before arrival), the cancellation conditions specified in point 5 apply to the total number of booked participants.

Transportation, travel insurance or program services (e.g. ski rental, ski passes, various sports programs or similar) must be announced no later than 3 months before arrival or 14 days after receipt of our service offer. We offer these services subject to availability at the service partners.

The form **"Aviso arrival data"** is automatically sent to the group leader or applicant about one month before arrival and must be returned to ya! no later than 14 days before arrival with the exact number and distribution of the participants and special requests (special catering, allergies, room occupancy). In addition, packed lunches for excursions, worth a 2-course meal, must be announced with the respective desired date, at the latest with the Aviso arrival data sheet.

List of participants: A list of participants (name, date of birth – provided with official stamp and signature) must be returned to young austria with the insurance booking or at the latest with the Aviso arrival data sheet. Another list of participants must be brought directly to the adventure guesthouse (registration law/internal security concept).

3. Prices

Unless otherwise stated, our prices are for full board and include: overnight stay, bed linen, extended breakfast, lunch and dinner, as well as statutory VAT and other duties. During the summer season (May to October), there is tea or diluted fruit juice at lunch and dinner. In winter (December to April), hot tea is provided in the afternoon or at dinner, as agreed with the house management. Groups that are out during the day receive a packed lunch equivalent to a two-course meal and the warm 3-course main meal in the evening.

Half board upon enquiry. The price deduction is EUR 3/night from the offered full board price.

Leisure for children and youth: Participants up to and including 17 years pay the children/youth price. From the 18th birthday, the adult price applies. For each group of 8 children/youth/pupils, one supervisor/teacher pays the youth price. Each additional adult must pay the adult price as per the price list. Special agreements require timely consultation with ya!

Leisure for families: Participants from 6 up to and including 17 years pay the youth price. From the 18th birthday, the adult price applies. Children under 6 years old get a 30% discount on the youth price. (The above-mentioned rule for groups of 8 children/youth doesn't apply here). If small children (up to 2 years) do not require a bed, you will only have to settle catering costs at the house.

School groups: For school groups, the current all-inclusive school prices apply.

Free place provision: Every 21st participant is free (accommodation and catering), provided that a minimum occupancy of 90% of the booked participants (deadline 90 days before arrival) is reached. No free places are granted for project weeks via dieprojektwoche.at.

For the **booking and organization of additional services** (transportation, program services), we charge a service fee of EUR 2/person and service (max. EUR 6/person and booking). The service fee is calculated consistently for all participants in the group.

Direct billing/individual payer billing: If you wish, we can take care of the entire payment process when booking a complete offer (accommodation + transportation + program) and provide information on the status of the deposits if required.

We charge **EUR 6/person and stay** for the additional administrative work and the associated additional bank fees.

After the final invoice has been drawn up, repayments of less than EUR 25, which affect all participants, will not be transferred as individual payments, but to a collective account.

Price changes: young austria reserves the right to make price changes after the conclusion of the travel contract up to 20 days before the start of the trip at the latest if they are due to significant changes in transport and energy costs, taxes and fees as well as the exchange rates applicable to the trip. Price changes can result in price increases or price reductions (plus administrative charges).

Price changes and their circumstances must be explained to the customer (traveller) immediately. If the travel price changes by more than 8 percent, the customer (traveller) is entitled to withdraw from the contract without a cancellation fee.

Duration of stay: The minimum stay in Austrian adventure guesthouses is 4 nights. Different arrangements can be made by mutual agreement.

4. Accommodation and catering

Accommodation is in shared rooms (bunk beds), mostly with shower/toilet. Subject to availability, supervisors receive 2-bed rooms, mostly with shower/toilet.

Single rooms on request, depending on availability - an extra charge may occur.

We ask students to bring their own slippers and towels. Towels are provided in the teachers/supervisors' rooms.

Common Austrian cuisine is served in all adventure guesthouses. Special requests, such as allergies or vegetarian meals, must be announced to management on the "Aviso arrival data" form at the latest. Subsequent meal requests cannot be guaranteed. Please note that the kitchen of the adventure guesthouse cannot accept any liability for allergic reactions. The house management on site will inform you about any allergens contained.

Arrival and departure: On the day of arrival, the rooms are ready for occupation from 4pm. On the day of departure, the rooms must be vacated by 9am at the latest. In exceptional cases, special arrangements can only be agreed with the ya! office in Salzburg.

5. Cancellation Policy

a) Based on the number of participants on the key date 90 days before arrival (start of the cancellation period), we grant an under-occupancy tolerance of 10% (rounded down to the number of people), for which we do not charge cancellation costs for accommodation and meals. This does not apply to booked transportation and program services.

In addition, the participant can withdraw from the trip at any time before the start of the trip. In the event of a reduction in the number of participants booked or cancellation of the entire group trip or no-show of the trip, young austria can demand compensation from the traveller for the travel arrangements already made and for expenses instead of the travel price. When calculating the claim for compensation, expenses usually saved and other possible uses of the travel services must be taken into account. The compensation is calculated from the final trip price per registered participant for the booked group size and is calculated as follows after the receipt of the traveller's written declaration of cancellation:

Cancellation fees from young austria:

up to 90 days before departure	for free
from 89 to 21 days before departure.....	30%
from 20 to 1 day before departure.....	60%
on the day of arrival / no-show"	100%

*No-show: non-appearance of the booked trip or transportation/program service

b) Reimbursement: Please note that if full board is not provided DURING your stay (e.g. if a participant is hospitalized due to an injury or in the event of early departure due to illness), we will charge the overnight stay fee (= 70% of the stated price) and only reimburse the meal costs not consumed.

If a participant is sent home for disciplinary reasons or leaves early for private reasons, there will be no refund!

c) Transportation and program services: When booking transportation (e.g. bus price) and/or program services (e.g. city tour, guides), where a total price (flat rate) applies, the individual participant price is calculated based on the number of participants specified when the contract is concluded. young austria reserves the right to adjust the travel price if the number of participants changes. For all additional services where an individual price applies, the cancellation policy of the respective service partner applies.

d) 100% Corona-Fit: For all group trips booked with young austria, the trip can be cancelled without charge up to the day of arrival if an official order is issued due to the pandemic, e.g. if
- a ban on school events and class trips is ordered by the Austrian Ministry of Education or a comparable authority abroad
- the school is closed or a quarantine order (separation notice from the competent authority) applies to the entire group
- an official travel ban is issued for the destination district or
- there is a travel warning from the Ministry of Foreign Affairs for the destination area.

e) For transactions in the B2B sector, different payment and cancellation conditions may apply, which are agreed individually with young austria.

6. young austria full protection insurance

It is possible to conclude a travel full protection insurance (e.g. cancellation, termination, corona protection, accident). If the customer opts for the conclusion of an insurance and places the order in writing, the insurance benefit will be booked by young austria. The respective conditions of our insurance partner apply.

7. Payment

a) Based on the booking contract or, in the case of winter groups, the "group update" form (approx. 3 months before arrival), you will receive a **"proforma invoice"** of the total travel costs with the dates and amounts for the deposit and final payment.

The **deposit of 20% of the total cost** is to be transferred to the specified account 3 months before arrival, the remaining amount no later than 14 days before the group arrives. Transfer fees are at the expense of the payer.

b) Based on the "accommodation and service confirmation" issued by the management of the adventure guesthouse and countersigned by the person responsible for the group, the "invoice" will be issued after the end of the stay. The invoice is based on the services actually provided and the number of participants.

8. Extraordinary right of withdrawal

young austria can withdraw from the contract before the start of the trip if fewer than 70% of the originally booked number of participants have registered for the trip.

young austria explicitly reserves the right to make use of a separate right of withdrawal from the contract up to the day of arrival should economic or epidemiological circumstances arise that speak against the execution of a trip. The travel price paid will be fully refunded immediately. The contractual partner is indemnified financially from all agreements made with young austria. young austria does not have to pay any additional compensation.

9. Changes before departure

young austria is entitled to change travel services after conclusion of the contract with a credible explanation to the customer with an adequate replacement. The travel price may not change, nor may the services booked in the contract be fundamentally reduced.

10. Liability and Insurance: ya! is liable for the flawless procurement and reservation of the agreed services, as well as for the careful selection of the service providers. These are insured accordingly.

ya! is not liable for impairments and disruptions in connection with services that were only mediated as external services or for disruptions in connection with means of transport, sports facilities or for climatic influences. An accident and liability insurance must be concluded by the group itself. Any damage caused by group participants in the adventure guesthouse must be paid by them.

11. Guidelines for our guests: In accordance with the character of the houses as adventure guesthouses, compliance with the house rules is important. The group leader or applicant receives the guidelines, which serve to ensure that all guests can live together comfortably, with the "proforma invoice" for the stay.

12. Notification of defects: Deficiencies must be reported to the management of the adventure guesthouse immediately. The omission of this notification can reduce possible claims for damages, but does not release us from the warranty obligation.

13. Data protection: We process your data exclusively based on the statutory provisions (GDPR, TKG 2003). The electronic processing of the data takes place at young austria for the purpose of making offers or executing travel contracts and for compliance with security measures. Further information can be found in our data protection declaration at

www.youngaustria.com/de/service/datenschutz/erklarung/

With the transmission of participant data (e.g. list of participants for registration purposes or ordering a ski pass), we can assume that you are also entitled to make this data available to us. Please contact us if this is not the case.

14. Information on the PRG:

young austria is responsible for the proper delivery of all services stipulated in the contract and is obligated to provide assistance in the case of difficulties.

young austria must be informed immediately of any breach of contract. The contact details of any local partners are shown in the travel documents. Contact to minors among the group is generally through the teacher making the booking.

Customers have the opportunity to participate in an alternative dispute resolution procedure e.g. with the Austrian Consumer Arbitration Board. Customers have the opportunity to transfer the contract in accordance with §7 Package Travel Act to another traveller.

15. Tour operator (unless stated otherwise):

young austria – Österreichs Erlebnisgästehäuser GmbH
Alpenstraße 108a, 5020 Salzburg, Austria
Tel.: +43 662 625758-0
FN number: FN59036v
Fully licensed travel agency
GISA number: 17755122
Place of jurisdiction: Salzburg

Insurer for package travel insurance:

Accelerant Insurance Europe SA / 1050 Brussels / BE (policy: A52081) – represented by Arcus Solutions SARL / 3 Cours Charlemagne / 69002 Lyon / FR
E-Mail: contact@arcus-solutions.fr

Liquidator:

Cover-Direct Versicherungsmakler und Werbeagentur Ges.m.b.H. / Hietzinger Hauptstraße 35 DG / AT-1130 Vienna
Tel.: +43 (0) 1 / 969 08 40-5
E-Mail: office@cover-direct.com

16. Cost calculations are subject to possible errors.

17. Otherwise, the General Travel Conditions (ARB 1992) of the Association of Travel Agencies in Austria apply. The ARB 1992 are largely recognized by young austria – Austria's adventure guest houses. You can find these at

www.youngaustria.com/de/service/downloads

Enquiries and reservations exclusively to:

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