

GENERAL BUSINESS AND RESERVATION TERMS AND CONDITIONS

I. Scope of Applicability of these General Business and Reservation Terms and Conditions

The present General Business and Reservation Terms and Conditions (hereinafter referred to as „GBTC“) shall apply to accommodation contracts for the rental use of hotel rooms as well as to all other services and supplies the hotel renders to guests.

The hotel (hereinafter referred to as “Hostel SLEPS”) provides the agreed hotel room with the agreed amenities (“hotel room”) to the guest (“guest”) for the agreed duration of stay.

II. Conclusion of Contract

1. By reserving a hotel room and/or, in case of online booking, by pressing the button “Buy now - subject to payment”, the guest sends hostel SLEPS an application to conclude a contract for accommodation. If a room is available, the guest receives a booking confirmation from hostel SLEPS either via e-mail or fax, by phone or personally on site, depending on the reservation mode (online/via e-mail, via phone or on site). The accommodation contract between hostel SLEPS and the guest is concluded when the guest receives the booking confirmation.

2. In cases of doubt, the purchaser is deemed the contract partner, even if he is ordering for another explicitly named person. Purchaser and recipient of the service are jointly and severally liable.

3. Offers from hostel SLEPS are non-binding until conclusion of the accommodation contract. Hostel SLEPS can refuse conclusion of an accommodation contract with a guest at their own discretion.

4. The guest is merely entitled to being provided a hotel room in the category he booked. The guest is not entitled to being provided a specific hotel room or a hotel room at a specific location or placement in a room next to those of any guests traveling with him.

III. Cancellation or Changes by Guests

1. The term „cancellation“ shall hereinafter mean cancellation of the contract for accommodation by the guest.

2. The guest may cancel reservations free of charge until 6 p.m. the day before arrival. If a guest cancels

late or does not show up on the scheduled day of arrival without canceling his reservation (non-arrival), he/she is obliged to pay a cancellation fee equaling 50 % of all agreed services for the entire period of the booked stay.

3. If a guest does not show up despite a reservation for multiple days, the guest loses any claim to the services booked, independent of the cancellation fee charged.

4. If a guest makes changes to the accommodation contract after arrival, e.g. shortening the booked duration of stay, the guest is charged a 50 % cancellation fee for each canceled night.

5. The guest is free to prove that the expenses saved by hostel SLEPS outweigh the fee.

6. For group travels (groups of 8 or more persons) the special conditions detailed in article IX apply.

IV. Withdrawal (rescission) and termination by hostel SLEPS

1. Hostel SLEPS can terminate the accommodation contract after the start of occupancy without notice if the guest repeatedly breaks house rules, disturbs the peace of the house, other guests, management, or any other third parties or compromises safety at hostel SLEPS. Moreover, in cases of intentional or negligent damage and/or improper use of the inventory and facilities and/or equipment at hostel SLEPS including the outside area, when breaching the non-smoking policy, or when guests otherwise violate the contract to a degree that justifies the immediate termination of the contract. In addition, no formal warning is required before the termination without notice if the guest's breach of duty is so grave that the immediate termination is warranted particularly in the interest of other guests and of safety (thus, in particular also whenever a crime is committed), even when taking the guest's interest into consideration.

2. Hostel SLEPS may cancel the contract prior to occupancy, if a guest is objectively and concretely expected to show behavior that would justify termination according to article IV.1.

3. Hostel SLEPS may withdraw from the contract prior to occupancy and/or terminate the contract after the start of occupancy, if the guest provides false or deceiving information on his person, the occasion

and purpose for booking or on any other circumstances relevant to the contract, and if hostel SLEPS would have been entitled to refuse the booking for factual reasons and within the limits of the legal provisions had it known the true circumstances.

4. If hostel SLEPS cancels or withdraws from the contract, it is still entitled to the full rental fee, but has to credit the value of the saved expenses and those advantages it gains from an alternative utilization of the service not used.

5. Hostel SLEPS may also cancel the accommodation contract when the execution of the contract and the guest's stay are negated, seriously impeded, jeopardized or impaired by objective reasons hostel SLEPS is not responsible for. Objective reasons beyond the responsibility of hostel SLEPS are in particular rules and regulations by authorities, damage from natural hazards, (road) closures, or natural disasters, illnesses, epidemics, or other instances of force majeure. Hostel SLEPS is obliged to promptly inform the guest about circumstances that warrant contract termination once they become known, and to explain the termination. Payments already made by the guest will be immediately refunded. Any further claims by the guests are excluded.

6. Hostel SLEPS is entitled to withdraw from the accommodation contract if - according to article IX (group reservation) - the guest fails to return the written signed accommodation contract in time, or if he fails to pay the owed advance in time or in full.

V. Arrival and departure

1. Hostel SLEPS provides the guest a hotel room in the agreed category and/or with the agreed amenities on the day of arrival, generally from 3 p.m. on, subject to availability.

2. Guests have to vacate their hotel rooms at the latest until 10 a.m. on the day of departure and return them in undamaged condition. In cases of late vacation, Hostel SLEPS may charge guests 100 % of the rate per night for leaving the room later than contractually agreed. Guests are at liberty to prove that hostel SLEPS suffered no or merely a lower loss.

3. The prices and fees detailed in these GBTCs and in the reservation include the applicable turnover tax and all statutory taxes, fees, and other charges, unless expressly specified otherwise.

VI. Terms of Use

1. Only the persons specified in the reservation are entitled to use the hotel room. The maximum

occupancy for the corresponding room category may not be exceeded. Children count as adults. For toddlers up to 2 years an additional cot may be provided on request.

2. Resale, reletting, or brokering of booked rooms is prohibited.

3. During their stay at the hostel guests must follow the house rules displayed in the hostel.

4. Smoking is prohibited everywhere in hostel SLEPS. If found in breach of the rules, the guest is liable for any damage caused, e.g. any necessary cleaning of the room, the loss suffered from the room not being available for rental use, or the costs for deployment of the fire brigade. This is merely an exemplary enumeration.

VII. Accommodation Rates and Pricing

1. The price the guest pays per night is the financial consideration for hostel SLEPS providing the room between the arrival and departure times specified in article V. A full night's price is charged per night - independent of whether the guest actually uses the room or spends the night in it.

2. The rates specified in hostel SLEPS's current price list valid at the time of the conclusion of the contract or the agreed price, respectively, apply. If the interval between the reservation by the guest and the day of arrival exceeds two months, hostel SLEPS has the right to raise or lower its accommodation rates. In case of a price increase, the guest has the right to withdraw. This excludes raises in statutory taxes, fees, and duties.

3. The prices and amounts stated in these GBTCs and in the reservation both include the current applicable turnover tax as well as all statutory taxes, fees, and duties, unless explicitly specified otherwise.

VIII. Terms of Payment

1. The accommodation rates as well as the prices for accessory services, such as parking or booking seminar rooms, as well as all other charges that are not explicitly specified in the accommodation contract as part of the accommodation rate, are due for payment in advance at the latest when the guest arrives at the hotel, independent of the invoice date. In case of failure to pay on time, hostel SLEPS is entitled to terminating the accommodation contract, upon which the guest has to vacate the room.

2. Already at the reservation stage, Hostel SLEPS has the right to demand an advance on the accommodation costs from the guest up to the expected amount of the total invoice.

3. Hostel SLEPS accepts cash (in Euro currency), EC and Maestro cards, as well as VISA and Mastercard credit cards.

4. The prerequisite for the guest's assertion of rights for compensation or retention is that the underlying counterclaims are undisputed or legally ascertained.

IX. Group Travels

1. A "travel group" means a group of at least 8 fully paying guests who have made a joint reservation. In addition to and/or notwithstanding the preceding regulations, the following regulations apply to travel groups.

2. At the time of booking, one person who serves as accountable representative of the travel group towards hostel SLEPS is to be appointed.

3. When making reservations, the accountable representative receives a written accommodation contract from hostel SLEPS. It contains the essential data on the received reservation along with the deadline for returning the signed contract, information on required advance payments, and also on check-in as well as other terms of payment.

4. The advance on the accommodation costs is to be paid via bank transfer to the bank account of hostel SLEPS. The account data are stated in the reservation confirmation or are communicated by hostel SLEPS to the accountable representative. Fees for international bank transfers need to be settled in full at the latest on arrival at the hotel.

5. The accommodation costs for the travel group are due in advance, at the latest 28 days before arrival or, if the reservation takes place later than 28 days before arrival, immediately on the date stated in the accommodation contract, in each case independent of the invoice date. If the travel group and/or any guest from the group fails to pay the accommodation costs when due, hotel SLEPS has the right to let the room reserved for the travel group or the corresponding guest (without prior notice to the guest) to someone else, without the guest being entitled to deriving any claims against hostel SLEPS from this.

6. The travel group can cancel its reservation free of charge up to 28 days before the day of arrival. Cancellation of the accommodation contract has to be in writing. Later cancellations are only possible with the consent of hostel SLEPS, against payment of a cancellation fee equaling 50 % of all agreed services.

7. Reducing or changing the number of booked rooms or the duration of the stay is possible free of charge up to 28 days before the day of arrival. This

has to be done in writing. Later reductions of and/or changes to the number of booked rooms and the duration of stay and/or notification that a travel group is not coming must also be done in writing and are charged with a cancellation fee equaling 50% of all agreed services, unless hostel SLEPS suffers no or only a significantly lower damage.

8. Hostel SLEPS provides the hotel rooms to a given travel group on the day of arrival, usually from 3 p.m. on, depending on availability.

9. Hostel SLEPS issues a collect invoice for all members of the travel group, which is given to the accountable representative. The invoice total is due for payment at the latest at departure.

X. Liability of HOSTEL SLEPS

1. Within the limits of statutory regulations, hostel SLEPS is liable for any damages resulting from injuries to life, the body, or health, for which it is responsible. Furthermore, hostel SLEPS is liable for any other damages resulting from willful or grossly negligent breaches of duty and/or willful or grossly negligent violation of duties essential to the contract by hostel SLEPS. Essential contractual duties are those that allow proper execution of the contract in the first place and in the fulfillment of which the respective contract partner trusts and shall trust. Breaches of duty by a legal representative or (vicarious) agents equal those by hostel SLEPS. Any further claims to damages, unless not otherwise specified in this article X, are excluded.

2. Should deficiencies in or disruptions of the services of hostel SLEPS occur, hostel SLEPS aims to remedy this whenever noticed or after immediate complaints from guests. Guests are obligated to contribute to a reasonable degree to remedying the disruption and thus to minimize potential damage.

3. Any liability of hostel SLEPS for valuables, money, securities, and other precious items brought to the hostel is expressly excluded.

4. Providing for-fee parking on the parking lot to guests does not warrant any safekeeping contract. Hostel SLEPS is liable for loss or damage of motor vehicles parked or maneuvered on the hotel premises only according to article X.1. The same holds for storing bicycles on the premises or in the hostel SLEPS building.

5. Hostel SLEPS is not liable for failures in services that are clearly brokered as third-party services to the guest during his stay, e.g. trips to museums or tickets for public transportation.

XI. Theft and Damage

In case of theft of or damage to his belongings, as well as in case of a fire, water damage or any other damage in the hotel room, the guest must immediately notify the hotel staff and do everything one can reasonably expect of him/her that may be helpful in clearing up the theft and/or in removing the damage.

XII. Pets

Bringing pets is strictly not permitted.

XIII. General Provisions, Choice of Law, and Place of Jurisdiction

1. Changes to and amendments of the accommodation contract, the acceptance of a request or these general terms and conditions require written form. Unilateral amendments or changes by the guest are invalid.

2. Any possible invalidity of one or multiple of the aforementioned provisions does not affect the validity of the other provisions.

3. The contract is exclusively governed by the law of the Federal Republic of Germany.

4. In commercial dealings, the place of performance and place of payment and sole place of dispute resolution is the registered office of hostel SLEPS and/or its operator, the Augsburg Gesellschaft für Lehnbau, Bildung und Arbeit e.V. in Augsburg. If a contract partner fulfils the requirements of article 38 paragraph 2 of the Code of Civil Procedure and has no domestic general place of jurisdiction, the place of jurisdiction equals the registered office of the Augsburg Gesellschaft für Lehnbau, Bildung und Arbeit e.V., i.e. Augsburg Nevertheless, Hostel SLEPS is entitled to also file lawsuits and other legal proceedings at the guest's general place of jurisdiction.

LODGING TERMS & CONDITIONS OF THE GERMAN YOUTH HOSTEL ASSOCIATION, BAVARIAN REGIONAL ASSOCIATION FOR INDIVIDUAL GUESTS/FAMILIES

Dear **guest of youth hostels in Bavaria**,

The **German Youth Hostel Association, Bavarian Regional Association** – abbreviated to "**DJH-LvB**" in the following – is the owner or operator of youth hostels in Bavaria. The employees of the **DJH-LvB** and the individual **youth hostels** – abbreviated to "**YH**" in the following – bring every effort and all their experience to bear in order to make your stay at the respective **YH** as pleasant as possible. A contributory role in this respect is played by clear arrangements regarding the rights and obligations of yourself as a contractual partner of the **DJH-LvB** and as a **Guest**, and we thus wish to make the respective arrangements with you in the form of the following Lodging Terms & Conditions. These Terms & Conditions, insofar as effectively agreed, shall become the contents of the accommodation contract that you – referred to in the following as the "**Guest**" – will be concluding with the **DJH-LvB** in the event of a booking. These Lodging Terms & Conditions supplement applicable statutory provisions. **For this reason please read through these Lodging Terms & Conditions with care before making your booking. These Lodging Terms & Conditions also apply, insofar as effectively agreed, to accommodation contracts in youth hostels for which not the DJH-LvB is the contracting party but an affiliate partner of the DJH-LvB. Details of the affiliate partners can be found in the list at the end of these Lodging Terms & Conditions. In the event of a booking with such an affiliate partner, the designation "the DJH-LvB" shall stand for the respective legal entity acting as your contractual partner in the respective accommodation contract.**

1. Prerequisites for admission in a YH and conclusion of accommodation contract

1.1. Membership in the German Youth Hostel Association or other association of the International Youth Hostel Federation (IYHF) is a prerequisite for admission in a **YH** of the **DJH-LvB** and utilisation of the contractual services. Proof of such membership is to be furnished by the **Guest** on admission in the **YH** on arrival. Until membership has been acquired or proven, the **DJH-LvB** shall be entitled to refuse use of the accommodation and the rendering of other contractual services. Should, despite reminders setting an appropriate time limit, membership not be acquired or proven **by the time of checking-in at the YH at the latest**, the **DJH-LvB** shall be entitled to terminate the accommodation contract and, in accordance with Secs. 7.3 to 7.6 of these Lodging Terms & Conditions, charge cancellation costs to the account of the **Guest**.

1.2. Information on membership requirements can be obtained by calling +49(0)89/922098555, visiting www.bayern.jugendherberge.de/Mitgliedschaft on the internet or on request can be provided to the **Guest** by email or fax.

1.3. It is thus incumbent on the **Guest** to ensure fulfilment of the requirements for membership in good time before arrival or booking the accommodation and to be in possession of proof of respective membership on arrival.

2. Legal status of the youth hostels; conclusion of contract; travel agents; information in catalogues and directories; deviating booking confirmations; non-binding reservations; guests with reduced mobility; booking procedure

2.1. The **YH** of the Bavarian Regional Association are legally dependent establishments of the **DJH-LvB**. Insofar that use is made of the designation "**YH**" in the following provisions, this shall concern in a technical sense the respective **YH** booked or visited by the **Guest**, and in a legal sense the **DJH-LvB** as the contractual partner of the **Guest** insofar as not expressly mentioned otherwise in individual cases.

2.2. For all means of booking the following shall apply:

a) The description of the **YH** on the internet, or in **DJH** print media and supplementary information in the basis of the booking, insofar as available to the **Guest** at the time of booking, shall form the basis of the offer by the **DJH-LvB** and the booking made by the **Guest**.

b) The hostel managers of the **YH** act in their capacity as the **legal representative** of the **DJH-LvB** regarding conclusion of contract, termination, cancellation and in all other matters.

c) **Travel agents and reservation offices are not authorised by the DJH-LvB** to enter agreements or to provide information or assurances that modify the agreed contents of the contract, go beyond the contractually promised services of the **DJH-LvB** or stand in contradiction to the description of the accommodation and/or services.

d) **Information in catalogues and similar directories** not issued by the **DJH-LvB** or its parent association shall not be of binding character for the **DJH-LvB** and its obligation to perform unless, in express agreement with the **GA**, such information has been made a component part of the **DJH-LvB**'s obligation to perform.

e) Should the contents of a booking confirmation deviate from the contents of the booking, the former shall constitute a new offer by the **DJH-LvB**. A contract is formed on the basis of this new offer when the **Guest** declares acceptance by means of express declaration, down payment or remaining payment, or utilisation of the accommodation.

f) **Non-binding reservations (options)**, which provide entitlement to cancellation free of charge, are only possible on the basis of a respective express agreement with the **DJH-LvB**. If a non-binding reservation has not been expressly agreed, the booking shall in principle lead to a legally binding contract for the **DJH-LvB** and the **Guest** in accordance with Sec. 2.5 and 2.6 of these Terms & Conditions. If an option has been agreed in writing, the **Guest** must inform the **DJH-LvB** by the agreed date whether the reservation is to be treated as a binding booking. Should this **not** occur, or not within the specified time, the option shall **lapse** without any further duty of notification on the part of the **DJH-LvB**. If the **DJH-LvB** does not receive such information from the **Guest** in due time, the contract shall be deemed concluded in a legally binding manner irrespective of any booking confirmation still to be effected by the **DJH-LvB**.

g) The **Guest** should note that pursuant to the statutory provision in Sec. 312b, para. 3, no. 6, German Civil Code, and with regard to all forms of booking, a **right of withdrawal following conclusion of contract shall not apply**.

2.3. The following applies for bookings regarding guests with **health impairments, disabilities or with reduced mobility**:

a) Assuming respective capacities and their actual availability in the respective **YH**, the **DJH-LvB** shall endeavour to accommodate guests with health impairments, disabilities or reduced mobility in the **YH** concerned. However, the **DJH-LvB** urgently requests the **Guest** to provide precise information in the booking process on the type and extent of existing disabilities, health impairments or reduced mobility so that it can be determined whether a stay in the desired **YH** is possible

and whether the booking can be confirmed.

b) The **Guest** is **not** obliged to provide such information. However, should the **Guest** not wish to provide such information, in the case of confirmation and implementation of the booking the **DJH-LvB** shall have no warranty obligation with regard to restrictions that may affect the **Guest** due to circumstances not known to the **DJH-LvB** or recognisable for it.

c) Should it transpire in the case of voluntarily provided information that the requested accommodation or relevant facilities of the **YH** are unsuitable for the **Guest** in the light of his/her particular concerns, the **DJH-LvB** or the **YH** shall take up contact with the **Guest** before confirming the booking to clarify which options are possible for a stay by the **Guest** or acceptance of the booking despite the problems and restrictions expected for the **Guest**.

d) The **DJH-LvB** or the **YH** shall only refuse acceptance of the booking within the scope of statutory provisions if, due to the stated or recognisable circumstances or requirements of the **Guest**, admission in the **YH** is objectively not possible because the requested accommodation or relevant facilities of the **YH** are not suitable for the **Guest** in the light of his/her specific concerns.

2.4. Offers made by the **DJH-LvB** or the **YH** in response to respective requests (particularly regarding the type and number of available accommodations, prices and additional services) represent in principle non-binding information regarding availability and do not constitute a legally binding contractual offer to the **Guest**.

2.5. The following shall apply to bookings made by telephone, in writing, per email or facsimile:

a) In making a booking, the **Guest** enters into a **binding** obligation towards the **DJH-LvB** to conclude an accommodation contract. The **Guest** is bound to the booking for **5 working days** (whereby Saturday is not counted as a working day) unless – particularly in the case of bookings made by phone – otherwise agreed. Entitlement to acceptance of bookings made by phone is excluded.

b) The contract shall be deemed concluded on delivery of the written booking confirmation (declaration of acceptance) by the **DJH-LvB** or the **YH** by email or facsimile.

2.6. **Oral bookings made on site at the YH** lead, in the event of acceptance in the form of a binding oral confirmation by a member of the **YH** staff, to conclusion of a binding accommodation contract of which the provided Lodging Terms & Conditions form a constituent part insofar that at the time of the booking the **Guest** had the possibility to take cognisance of these Lodging Terms & Conditions in a reasonable manner – i.e. as displayed as a notice in the **YH**. The **YH** can require a booking form to be filled out and/or confirmation of acceptance of the Lodging Terms & Conditions (either in writing or by checking a box in the registration form).

2.7. The following shall apply to conclusion of contract in the case of bookings that take place without individual communication in an online booking process (e-commerce), particularly via the internet:

a) The **Guest** shall be explained the online booking procedure on the respective online or internet portal. In order to **correct his/her entries or delete or clear the entire online booking form** the **Guest** shall be provided a respective **correction possibility** along with an explanation of its use. The contract languages available for the online booking will be shown.

b) Insofar that the **contract text** will be **stored** by the **DJH-LvB** in the online booking system, the **Guest** shall be informed of such storage and the possibility to retrieve the contract text at a later time.

c) By clicking on the button "**book with obligation to pay**", the **Guest** enters into a binding obligation towards the **DJH-LvB** to conclude an accommodation contract. The **Guest** is bound to this contractual offer for **5 working days** from the time of submitting the electronic declaration. The **Guest** shall immediately be provided confirmation of receipt of the booking by electronic means.

d) Submittal of the contractual offer by clicking on the button "book with obligation to pay" **does not constitute a claim on the part of the Guest to formation of an accommodation contract in accordance with his/her booking details**. Rather, the **DJH-LvB** is free to decide whether to accept the **Guest**'s contractual offer or not.

e) The contract is formed through the booking confirmation, which is shown on the screen immediately after the button "book with obligation to pay" has been clicked (**real-time booking**). The **Guest** shall be offered the possibility to immediately store and also to print the booking confirmation. However, the binding character of the accommodation contract is **not dependent on whether** the **Guest** actually uses these possibilities for storage and printing. As a rule the **DJH-LvB** will additionally forward the **Guest** a copy of the booking confirmation per email, email attachment, postal service or facsimile. However, receipt of such an additionally forwarded order confirmation is **not** a condition for the legal validity of the accommodation contract.

3. Services and changes in services

3.1. The services owed by the **DJH-LvB** result solely from the contents of the booking confirmation in conjunction with the valid brochure or description provided by the **YH** as well as any supplementary agreements expressly made with the **Guest**. The **Guest** is recommended to make supplementary agreements in writing.

3.2. Without a special express agreement the **Guest** shall have no claim to allocation of a certain room, to a certain location of the room or placement of one room next to or near the room of fellow guests. The foregoing provision shall likewise apply to the allocation and placement of beds.

3.3. There shall be no claim to a certain size and to certain amenities and facilities in the accommodation allocated to the **Guest** insofar that an explicit agreement has not been made in this respect or the respective size and amenities do not result from the basis of the booking and the agreed room or price category.

3.4. The **DJH-LvB** or the local **YH** are not obliged to provide supplementary services that go beyond provision of the accommodation unless this results from the basis of the booking, or an explicit agreement has been made in this respect. This applies in particular to the provision of and access to leisure facilities, to catering services, transport services and care and assistance services.

3.5. With regard to amenities, offers, facilities and other services subject to **seasonal restrictions** expressly pointed out in the basis of the booking, particularly in the internet description or in the **YH** brochure, the obligation to perform shall **apply only in accordance with these seasonal restrictions**.

3.6. Insofar that persons with disabilities, health impairments or reduced mobility are accepted as guests, there shall be no contractual obligation for the production, creation and maintenance of certain conditions, functionalities, amenities or circumstances that are necessary for the **Guest** or that he/she desires without an explicit agreement in this respect. Particular care services for such guests are contractually due only when expressly agreed or expressly offered in the basis of the booking as a general service of the hostel. Applicable mandatory statutory provisions on obligations regarding the admission of such persons shall remain unaffected.

3.7. Regarding contractual obligations towards minors, see Sec. 5 of these Terms & Conditions.

4. Prices and price increases

4.1. The prices agreed between the **Guest** and the **DJH-LvB** or the **YH** shall apply.

4.2. Should the prices for the time period booked by the **Guest** have not yet been set at the time of conclusion of contract, in accordance with the statutory provisions in Sec. 315, German Civil Code, the prices set retrospectively by the **DJH-LvB** for the respective booking period and the booked services shall apply. Should such prices deviate to the disadvantage of the **Guest** by more than 10% of the prices applicable at the time of the booking for the same lodging period and the same scope of services, the **Guest** shall be entitled to withdraw from the accommodation contract at no charge. The **DJH-LvB** shall inform the **Guest** immediately on setting the respective prices; on receipt of the information on the set prices the **Guest** shall assert any possible right of withdrawal against the **DJH-LvB** without delay.

4.3. Unless otherwise agreed in individual cases, the **DJH-LvB** shall be entitled after conclusion of contract to require a price increase subject to the following provisions:

a) A price increase amounting to **up to 10% of the contractually agreed price** can be required:

- at an increase in utility costs (water, electric power, natural gas, heating)
- at an increase in personnel costs
- and at the introduction or increase of taxes and dues insofar that these have consequences on the agreed accommodation fees.

4.4. An increase is permissible only if more than 4 months lie between the conclusion of contract and the contractually agreed start of occupancy and the circumstances leading to the increase had not occurred before conclusion of contract and were not foreseeable for the **DJH-LvB** at the time the contract was concluded. The **DJH-LvB** shall inform the **Guest** immediately once the reason for the increase has become known and shall assert its claim to the increase and explain the reason for the increase.

4.5. In the case of a permissible increase that exceeds 5% of the agreed basic accommodation price, the **Guest** shall be entitled to withdraw from the contract without a payment obligation towards the **DJH-LvB**. The notice of withdrawal from the contract need not be made in any particular form and is to be furnished to the **DJH-LvB** immediately on receipt of notification of the price increase. It is recommended to make the notice of withdrawal in writing.

5. Minors

5.1. Children up to 15 years of age shall have no claim to admission. They shall, insofar that admission can take place, be only admitted to a **YH** of the **DJH-LvB** if accompanied by a person of legal age with the right of custody and care to the respective child/children. Declarations of consent, no matter in what form, from persons entitled to the custody of the child and not admitted as a **Guest** at the same time as the child, shall not enable admission of the child.

5.2. The accommodation of minors aged between 16 and 18 shall in all cases be segregated according to sex. Mixed accommodation can only take place with the written declaration of consent of the person(s) entitled to the care and custody of the child and this declaration must be furnished on arrival to the management of the **YH** in the original (no facsimile message, email or SMS). Pursuant to Sec. 5.1, the foregoing provision shall not apply to the admittance of children accommodated together with the person(s) entitled to their care and custody.

5.3. In the case of accompanying minors and unaccompanied minors, the obligation of the **DJH-LvB** or the **YH** to perform does **not** include assumption of a supervisory duty without an explicit agreement in this respect. Supervisory duty, particularly with due regard to general or specific information on local circumstances and safety hazards (also provided in the house rules), shall lie exclusively with the parents or the legal representatives or accompanying adults.

6. Payment and rebooking

6.1. The local **YH**, insofar that they attend to payment processing as agreed, are the collection agents of the **DJH-LvB** provided that all the rights and obligations set down in the following also apply to the local **YH** as the collection agent and

representative of the **DJH-LvB**.

6.2. The due date for the down payment and remaining payment shall conform to the arrangement reached with the **Guest** and if appropriate also noted in the booking confirmation. If a particular arrangement has not been made, the entire accommodation price including remuneration of incidental expenses and additional services shall become due and must be paid on site to the local **YH** on arrival in the **YH** and before use of the accommodation or utilisation of the contractual services.

6.3. Following conclusion of contract, the **DJH-LvB** or the **YH** may require a down payment. Unless otherwise agreed in individual cases, this shall amount to 50% of the entire price of the accommodation service and other services and is to be paid to the entity stated in the booking confirmation and the account stated at the same place within 4 weeks of receipt of the booking confirmation, or without further delay in the case of bookings made within 4 weeks of the start of occupancy, whereby the date on which the sum is credited to the stated bank account shall apply regarding the timeliness of payment. The same shall apply to the payment of the entire price for the accommodation and the contractual services when advance payment of the entire price has been expressly agreed in individual cases.

6.4. Unless otherwise agreed in individual cases, guests with their place of residence abroad and making their booking up to 6 weeks before the start of occupancy shall, following receipt of the booking confirmation, not make an advance payment but remit the entire price by means of bank transfer to the stated account up to 4 weeks before the start of occupancy. In the case of bookings made within 6 weeks of the start of occupancy, the entire price shall be paid on site to the respective **YH** on arrival and before use of the accommodation or utilisation of the local contractual services.

6.5. Payments, particularly payments made from abroad, must in principle be effected without charges or expenses for the stated payment recipient. Payments may not be made in foreign currencies or by collection-only cheque. Payments by credit card are normally possible. However a legal claim to payment by credit card does not exist.

6.6. If the **DJH-LvB** or the local **YH** is ready and able to render the contractual services and should a statutory or contractual right of retention or right of set-off exist on the part of the **Guest**, the following shall apply:

a) Without complete payment of an agreed down payment or other advance payment the **Guest** shall have no claim to use of the accommodation and utilisation of the contractual services

b) Should the **Guest** not or not completely make an agreed down payment or other advance payment despite a reminder from the **DJH-LvB** setting a time limit, the **DJH-LvB** shall be entitled to cancel the contract with the **Guest** and to charge cancellation costs to the **Guest's** account in accordance with Sec. 7 of these Terms & Conditions.

6.7. Following conclusion of contract the **Guest** shall have no claim to changes regarding the arrival and departure date or the start and end of occupancy, the type of room, the type of catering, the length of stay, the booked additional services or other contractual services (**rebooking**). Should a rebooking be undertaken at the wish of the **Guest** however **up to 6 weeks before the start of occupancy**, the **DJH-LvB** shall be entitled to charge a rebooking fee of **€20.00** per rebooking. Rebooking wishes expressed by a **Guest** later than 6 weeks before the start of occupancy can only be fulfilled, insofar that they can be met at all, following cancellation of the accommodation contract in accordance with Sec. 7 accompanied by a simultaneous new booking. This does not apply to rebooking wishes that only cause minor costs.

7. Cancellation and no-shows; discontinuance of stay

7.1. The **Guest** should note that a general statutory cancellation or termination right does not exist with regard to accommodation contracts. However the **DJH-LvB** grants the **Guest** a **contractual right of cancellation** pursuant to the following provisions.

7.2. Cancellation is possible any time until the start of occupancy. The **Guest** is recommended to make the cancellation in writing to avoid misunderstandings. The notice of cancellation is in all circumstances to be addressed to the **YH**. The right to cancellation can be exercised up to **1 month** before the day of the start of occupancy, whereby the time of receipt by the respective **YH** is decisive. In the event of cancellation later than **1 month** before the start of occupancy, the claim of the **DJH-LvB** for payment of the agreed accommodation price including the catering portion and the charges for additional services shall remain valid.

7.3. The **DJH-LvB** shall, within the normal course of its business and with no obligation to particular efforts, endeavour to achieve other use of the accommodation or beds and other use of the non-availed services under consideration of the particular character of the booked accommodation (such as family room; group room).

7.4. Income accruing from other use of the accommodation as well as expenses saved insofar that this is not possible must be offset by the **DJH-LvB**.

7.5. Insofar that the **Guest** does not exercise the cost-free right of cancellation or fails to do so with due notice, in the case of cancellation or no-shows he/she shall pay, in accordance with the percentages recognised in court decisions and subject to the principles of Sec. 537, German Civil Code regarding assessment of saved expenditures, the following sums to the **DJH-LvB**, in each case related to the entire price of the accommodation services plus additionally agreed catering costs and possible further additional services, but without taking possible public charges such as visitors tax into account:

- | | |
|--|-----|
| ■ For overnight accommodation without breakfast | 90% |
| ■ For overnight accommodation with breakfast | 80% |
| ■ For overnight accommodation with breakfast and lunch or supper | 70% |
| ■ For overnight accommodation with breakfast, lunch and supper | 60% |

7.6. The **Guest** is expressly reserved the right to furnish proof to the **DJH-LvB** that the saved expenses are substantially higher than the foregoing allowed deductions or that the accommodation services or other services have been utilised in another way or that through another use of the accommodation the **DJH-LvB** has earned higher revenue than offset. If such proof is furnished, the **Guest** shall only be obliged to pay the correspondingly lower amount.

7.7. It is strongly recommended that travel cancellation insurance is taken

out!

7.8. The above-mentioned provisions apply to cancellations and no-shows on the part of individual guests and also, insofar that a binding booking had been made for a certain number of people, to couples, families and small private groups **in the event that the number of guests is reduced**, irrespective of whether notification of reduction is made in the form of a mere announcement, explicit notice of termination or notice of withdrawal, or in the form of a no-show.

7.9. The foregoing provisions shall likewise apply to discontinuance of stay at the **Guest's** volition insofar that such discontinuance is not justified by a statutory or contractual extraordinary right of termination on the part of the **Guest**, or that the **DJH-LvB** is responsible for the discontinuance of stay for other reasons or that the discontinuance of stay is justified due to circumstances solely within the sphere of risk of the **DJH-LvB**.

8. Arrival and departure

8.1. The **Guest** shall have no claim to use of the accommodation or utilisation of the contractually agreed services at a specific time on the day of arrival. Equally on the day of departure there shall be no claim to use of the accommodation and the facilities of the **YH** up to a certain time.

8.2. Unless otherwise explicitly agreed in individual cases, the time from which the accommodation can be used on the arrival day and the latest point for vacating it on the departure day shall thus conform to the information provided to the **Guest** on the respective **YH** in the booking confirmation at the latest.

8.3. The **Guest** must arrive at the stated or agreed point in time.

8.4. In the event of later arrival the following shall apply:

a) The **Guest** is obliged to inform the respective **YH** by the notified or agreed arrival time at the latest if he/she will be arriving late or wishes, in the case of multi-day stays, to not use the booked accommodation until the next day.

b) If such information is not provided with due notice, the **DJH-LvB** shall be entitled to put the accommodation to other use. For the time of non-use the provisions in Sec. 7 shall apply accordingly.

c) If the **Guest** notifies late arrival, he/she must also pay the agreed remuneration for the non-used accommodation time minus expenditures saved by the **DJH-LvB** in accordance with Sec. 7, unless the **DJH-LvB** is contractually or statutorily answerable for the reasons of the late arrival and occupancy.

8.5. The accommodation shall be completely vacated by the stated or agreed time on the departure day. In the event that the accommodation is not vacated by the specified time, the **DJH-LvB** may require additional remuneration. The **DJH-LvB** reserves the right to assert claims for more extensive damages.

9. Duties of the Guest; house rules; exercise of domiciliary rights; no allowance of animals; general smoking ban; termination by the DJH-LvB

9.1. The **Guest** is obliged to observe the house rules insofar that they have been made known or handed out to him/her or their display enables cognisance in a reasonable manner. Parents and other legal representatives or supervisors of minors shall enjoin the minors in their charge to comply with the house rules and, within the scope of statutory and contractual provisions, shall be liable in this respect with regard to their supervisory duty.

9.2. The house rules contain provisions and restrictions concerning night silence, which normally lasts from 22:00 until 07:00. It is incumbent on the **Guest** to obtain information on site about individual regulations on night silence and provisions governing the same. Exceptions to the provisions on night silence shall require an explicit agreement with the hostel management.

9.3. The **Guest** is obliged to treat the accommodation and its facilities solely in accordance with their intended purpose and in accordance with the rules of use insofar as available, and in a careful manner altogether.

9.4. In all **YH** of the **DJH-LvB** a strict smoking ban applies on the complete hostel premises, including the grounds, with the exception of explicitly designated smoking areas.

9.5. In no **YH** of the **DJH-LvB** is it permitted to bring alcoholic beverages onto the premises or to consume alcoholic beverages that have been brought onto the premises. Pursuant to statutory provisions for the protection of minors, only alcoholic beverages purchased in the **YH** itself may be consumed.

9.6. The **Guest** is obliged to check the accommodation and its facilities on taking up use of the accommodation and to notify the hostel management immediately of identifiable defects or damage. This obligation also expressly applies to defects or damage not regarded as a nuisance or impairment by the **Guest** if it is objectively recognisable to the **Guest** that uncertainty may arise regarding when the damage was caused, the responsibility for its cause, and attribution of the damage to the **Guest** or preceding guests.

9.7. The **Guest** is obliged to notify the hostel management immediately of occurring defects and disruptions and to demand their remedy. In the event of repeated occurrence of defects or disruptions or if the remedial measures by the hostel management do not redress the defects or disruptions, the **Guest** shall be obliged to report the defects again. Should such notice of defects be culpably omitted, claims by the **Guest** may be rendered totally or partially invalid.

9.8. The **Guest** may terminate the contract only in the case of considerable defects or disruptions. Beforehand he/she shall, by means of a statement to the hostel management, set the **DJH-LvB** an appropriate deadline for remedial action, unless remedial action is impossible, or is refused by the **DJH-LvB** or the hostel management or if immediate notice of termination is objectively justified by a particular interest of the **Guest** recognisable to the **DJH-LvB** or the hostel management, or if for such reason continuation of the stay is objectively unreasonable for the **Guest**.

9.9. Bringing animals of any kind onto the premises is in principle not permitted.

9.10. The management of the respective **YH** or its appointee shall exercise domiciliary rights for the **DJH-LvB**. The hostel management or appointee is authorised to give warnings, give notice, impose bans on entering the premises or parts of them and as the legal representative of the **DJH-LvB** to make any other legal declarations on its behalf and to receive such declarations as its

representative and receiving agent. This applies to the hostel manager and each proxy that he/she authorises.

10. Cancellation and termination by the DJH-LvB

10.1. The **DJH-LvB** shall be entitled to terminate the accommodation contract **after the start of occupancy without notice** if the **Guest**, regardless of a warning given by the management of the **YH**

a) continuously contravenes the house rules,

b) lastingly disturbs the domestic peace, other guests, the hostel managers or other third parties,

c) jeopardises the safety of the **YH**, its facilities, that of other guests or of the hostel managers,

d) intentionally or negligently damages the furnishings and fixtures or makes improper use of systems or facilities of the **YH**, including the grounds and the plantings or equipment on the grounds,

e) violates the ban on alcohol consumption or the smoking ban,

f) behaves contrary to the contract in another way to an extent that immediate termination of the contract is justified.

10.2. A warning against termination without notice is dispensable if the **Guest's** breach of obligations is so serious that, particularly in the interest of the other guests and of safety (particularly also with regard to the committing of criminal offences), immediate notice of termination is also justified in consideration of the interests of the respective **Guest**.

10.3. The **DJH-LvB** shall be entitled to terminate the contract before the start of occupancy if it is objectively and tangibly expected that the behaviour of the **Guest** would justify termination according to Sec. 10.1.

10.4. If the **Guest** has made false or misleading statements regarding his person, his membership in accordance with Sec. 1 of these Terms & Conditions, the cause and purpose of the booking, or other material circumstances, the **DJH-LvB** shall be entitled to cancel the contract before the start of occupancy or to terminate the contract after the start of occupancy if the **DJH-LvB** would have been entitled to refuse the booking on factual grounds and pursuant to statutory provisions on learning of the true circumstances.

10.5. If the **DJH-LvB** terminates or cancels the contract, it shall retain its claim to the whole accommodation fee; from this however it must offset the value of any savings in expenses and any benefits possibly accruing through alternative use of the services not utilised by the **Guest** concerned. The provisions in Sec. 7.4 to 7.8 shall apply accordingly.

10.6. The **DJH-LvB** shall be entitled to terminate the accommodation contract if fulfillment of the contract and in particular the stay by the **Guest** will be prevented, considerably hampered, endangered or impaired due to circumstances beyond the control of the **DJH-LvB**, such as, in particular, damage by natural forces, official requirements and bans, illnesses, epidemics or any other cases of force majeure. The **DJH-LvB** is obliged to inform the **Guest** immediately of the circumstances that form the reasons for termination of contract, and to give notice of termination. Any payments already made by the **Guest** shall be refunded immediately. Further claims by the **Guest** are excluded.

11. Limitation of liability; parking of cars and bicycles

11.1. The liability of the **DJH-LvB** under the accommodation contract in accordance with Section 536a, German Civil Code, for damage not arising from injury to life, body or health is excluded insofar as not attributable to an intentional or grossly negligent breach of duty on the part of the **DJH-LvB** or a legal representative or vicarious agent of the **DJH-LvB**.

11.2. Pursuant to Sec. 701 ff. of the German Civil Code the liability of the **DJH-LvB** as accommodation host for property brought by guests onto the premises shall not be affected by this provision

11.3. The **DJH-LvB** shall not be liable for defaults in performance in connection with services that are merely brokered during the **Guest's** stay as third-party services and recognisable as such for the **Guest** (such as sports events, visits to the theatre, exhibitions, etc.). The same shall apply to third-party services brokered at the booking of the accommodation insofar that they were expressly denoted as third-party services in the basis of the booking or in the booking confirmation.

11.4. Insofar that the **Guest** is provided a parking space in the garage of the **YH** or in the parking area of the **YH**, also against payment, a safekeeping contract shall not be formed on this basis. The **YH** has no duty of supervision. The **YH** shall not be liable for the loss of or damage to vehicles parked or moved on its property, or the contents thereof, or for bicycles, insofar that the **YH**, its legal representative or vicarious agent are not responsible for intentional or gross negligence.

12. Statutes of limitation

12.1. Contractual claims lodged by the **Guest** against the **DJH-LvB** under the accommodation contract for damage arising from injury to life, body or health including contractual claims for damages for pain and suffering attributable to an intentional or grossly negligent breach of duty on the part of the legal representatives or vicarious agents of the **DJH-LvB** shall fall under the statutes of limitation within three years. The same shall apply to claims for compensation for other losses attributable to a grossly negligent breach of duty on the part of the **DJH-LvB**, or an intentional or grossly negligent breach of duty on the part of its legal representatives or vicarious agents.

12.2. All further contractual claims shall fall under the statutes of limitation within one year. If the last day of the limitation period falls on a Sunday, on a general public holiday state-recognised as such at the place of declaration, or on a Sunday, such day shall be replaced by the next working day.

12.3. The limitation period according to the foregoing provisions shall begin with the end of the respective year in which the claim arose and in which the **Guest** became aware of the circumstances giving rise to the claim and in which the **DJH-LvB** as the liable party became aware of or without gross negligence on its part, should have become aware of said circumstances.

12.4. If negotiations are in progress between the **Guest** and the **DJH-LvB** in respect of the lodged claims or the circumstances giving rise to the claims, the limitation

period shall be suspended until such time as the **Guest** or the **DJH-LvB** refuse to continue the negotiations. The aforementioned limitation period of one year shall become effective 3 months following such suspension at the earliest.

13. Choice of law and venue

13.1. The contractual relationship between the **Guest** and the **DJH-LvB** shall be governed exclusively by German law. The same shall apply to the further legal relationship.

13.2. The **Guest** may only file a legal action against the **DJH-LvB** at the latter's place of business.

13.3. For legal action brought against the **Guest** by the **DJH-LvB**, the residence of the **Guest** shall be decisive. For legal action brought against guests with their residence or habitual abode abroad, or whose residence or habitual abode is not known at the time of the institution of legal proceedings, the place of business of the **DJH-LvB** is agreed as the place of jurisdiction.

13.4. The foregoing provisions shall not apply if and to the extent that non-mandatory provisions of the European Union or other international provisions pertinent to the contract are applicable.

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Authorised representatives of the Management Board: **Michael Göbl, Winfried Nesensohn**

Associations Register no.: VR 4127 at the register court in Munich

A list of all affiliate hostels and their contracting parties is provided as follows.

- Augsburg YH, Unterer Graben 6, 86152 Augsburg; contracting party: Verein Augsburgischer Gesellschaft für Lehnbau, Bildung und Arbeit e. V.
- Bad Kissingen YH, Alte Euerdorfer Str. 1, 97688 Bad Kissingen; contracting party: Stiftung Sudetendeutsches Sozial- und Bildungswerk, Alte Euerdorfer Str. 1, 97688 Bad Kissingen.
- Bamberg YH, Jugendgästehaus am Kaulberg, Unterer Kaulberg 30, 96049 Bamberg; contracting party: Stadtbau GmbH Bamberg, E.T.A.-Hofmann-Platz 2, 96047 Bamberg.
- Benediktbeuern "Don Bosco" YH, Don-Bosco-Straße 3, 83671 Benediktbeuern; contracting party: Salesianer Don Boscos Benediktbeuern, St. Wolfgangs-Platz 10, 81669 Munich.
- Benediktbeuern "Miriam" YH, Bahnhofstraße 58, 83671 Benediktbeuern; contracting party: Provinzialat der Don Bosco Schwestern, Schellingstr. 72, 80799 Munich.
- Dinkelsbühl YH, Koppengasse 10, 91550 Dinkelsbühl; contracting party: Municipality of Dinkelsbühl, Segringer Str. 30, 91550 Dinkelsbühl.
- Forchheim "Don Bosco" YH, Don-Bosco-Str. 4, 91301 Forchheim; contracting party: Salesianer Don Boscos Benediktbeuern, St. Wolfgangs-Platz 10, 81669 Munich.
- Hof YH, Beethovenstr. 44, 95032 Hof; contracting party: Integra Hof e. V., Sedanstr. 17, 95028 Hof.
- Ingolstadt YH, Friedhofstraße 4 ½, 85049 Ingolstadt; contracting party: Municipality of Ingolstadt, Kulturamt, 85047 Ingolstadt.
- Landshut YH, Richard-Schirrmann-Weg 6, 84028 Landshut; contracting party: Municipality of Landshut, Jugendamt, 84026 Landshut.
- Mühldorf am Inn YH, Friedrich-Ludwig-Jahn-Str. 19, 84453 Mühldorf; contracting party: Municipality of Mühldorf, Stadtplatz 21, 84453 Mühldorf.
- Pullach "Schwaneck Castle" YH, Burgweg 4-6, 82049 Pullach, contracting party: Munich County District Youth Association, an affiliate of the Bavarian Youth Association, PLC, Herzog-Heinrich-Straße 7, 80336 Munich.
- Rothenfels YH, Bergrothenfelser Str. 71, 97851 Rothenfels; contracting party: Vereinigung der Freunde von Burg Rothenfels e. V., Bergrothenfelser Str. 71, 97851 Rothenfels.
- Schweinfurt YH, Niederwerner Str. 17 ½, 97421 Schweinfurt; contracting party: Arbeitsförderungszentrum (afz), P. O. Box 40 04, 97408 Schweinfurt.
- Spalt "Wernfels" YH, Burgweg 7-9, 91174 Spalt; contracting party: CVJM Landesverband Bayern e. V., P.O. Box 71 01 40, 90238 Nuremberg.
- Waldmünchen YH, Schloßhof 1, 93449 Waldmünchen, Jugendbildungsstätte der KAB und CAJ gGmbH, Schloßhof 1, 93449 Waldmünchen.
- Wirsberg YH, Sessenreuther Str. 31, 95339 Wirsberg; contracting party: County of Kulmbach, Konrad-Adenauer-Str. 5, 95326 Kulmbach.