

1. Terms and Conditions for Accommodation, Conference Services and Travel Packages
 - I. DJH General Terms and Conditions for Accommodation, Conference Services and Travel Packages
 - II. DJH Supplementary Contract Terms for Accommodation and Conference Services
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TERMS AND CONDITIONS FOR ACCOMMODATION, CONFERENCE SERVICES AND TRAVEL PACKAGES OF

Die JugendHerbergen gGmbH,
DJH Gemeinsam Arbeiten gGmbH,
Jugendgästehaus und Bildungszentrum Bielefeld gGmbH,
DJH Jugendgästehaus Adolph Kolping gGmbH
and Deutsches Jugendherbergswerk Landesverband Westfalen-Lippe gGmbH

Dear conference, accommodation and package customers,

Die JugendHerbergen gGmbH, DJH Gemeinsam Arbeiten gGmbH, Jugendgästehaus und Bildungszentrum Bielefeld gGmbH, DJH Jugendgästehaus Adolph Kolping gGmbH and Deutsches Jugendherbergswerk Landesverband Westfalen-Lippe gGmbH – abbreviated in the following to 'DJH' are the proprietors or operators of youth hostels in the federal states of Bremen, Lower Saxony and North Rhine-Westphalia.

Your contract partner is stated on your booking offer and booking confirmation documents.

The employees of DJH and the individual youth hostels – abbreviated in the following to 'YH' will do everything possible to make your stay at the YH you have booked as pleasant as possible.

For that reason we enter into clear agreements with you on your rights and obligations as DJH's contract partner in the form of the following terms and conditions for accommodation, travel packages and conferences.

The terms and conditions set out in the following are sub-divided into the following sections:

- I. DJH General Terms and Conditions for Accommodation, Conference Services and Travel Packages
- II. DJH Supplementary Contract Terms for Accommodation and Conference Services
- III. DJH Supplementary Terms and Conditions for Travel Packages

Please read the terms and conditions carefully before making your booking.

I. GENERAL TERMS AND CONDITIONS OF DJH

1. SCOPE OF APPLICATION OF THESE GENERAL TERMS AND CONDITIONS (PART I)

- 1.1 The terms and conditions set out in this Part I apply to all bookings made by individual and group customers with DJH for accommodation, conference and travel package services. This Part I is therefore generally applicable and preliminary to the provisions of the supplementary terms and conditions in Sections II and III.
- 1.2 When the term 'service' is used in the following provisions of Part I it refers to both travel package services and individual accommodation services as defined in section 651a, subsection 3, no. 2 of the German Civil Code (BGB) and conference services, either offered separately or in conjunction with accommodation services.
- 1.3 All of the following terms and conditions (Parts I–III) and the German statutory provisions shall not be applicable if international treaties or EU regulations are applicable to the contractual relationship with the customer and contain mandatory provisions which deviate from and prevail over these GTCs, or if under such provisions the customer, who is a citizen of an EU Member State, can invoke more favorable statutory provisions of their country of residence.
2. PREREQUISITE FOR BOOKINGS, USE OF SERVICES AND ADMISSION TO THE YH
 - 2.1 A prerequisite for the provision of the accommodation services and admission to the youth hostel is the individual or group membership of the customer or the customer's group in the German Youth Hostel Association or in another association affiliated to the International Youth Hostel Federation (IYHF). Further details about membership can be requested via the contact details provided in the legal notice or online at www.jugenderberge.de/rahmenbedingungen
 - 2.2 Proof of membership must be presented to the YH upon arrival and prior to checking in. Until proof of membership has been presented, DJH is entitled to refuse accommodation and performance of any other contractually agreed services.
 - 2.3 If membership is not taken out, or proof of membership is not presented at the time of check-in at the YH, despite a reminder with an appropriate time period for compliance having been sent, DJH may terminate the contract for services and bill cancellation charges to the customer in accordance with the cancellation provisions set out in the following Sections I and II.

- 2.4 The contract is entered into in accordance with the provisions of section 4 (entry into contract) subject to the condition subsequent of proof of membership or membership acquisition. This means that without such proof, the customer has no contractual right to use the contractually agreed services.

3. MINORS

- 3.1 Minors up to the age of 14 traveling alone have no right to be accommodated. They must be accompanied by a responsible adult having the care and custody of the minor in order to be accommodated at a DJH YH. Declarations of consent from parents or guardians who are not traveling with the child, in whatever form, do not make it possible to accommodate a minor.
- 3.2 Minors aged 14 or over who are traveling alone and are not in the care and custody of DJH have a restricted right to be accommodated. They will be accommodated at the DJH YH, even if they are not accompanied by a responsible adult having the care and custody of them, subject to the following requirements being met. The minor must present a valid ID card or passport and a properly filled in and signed declaration from their parent or guardian. The parent or guardian's declaration of consent must be provided on the form which is published on the DJH website at <https://www.jugenderberge.de/eltermklaerung/> Declarations of consent from parents or guardians in other forms or with other wording will not be accepted, even if they have legal effect.
- 3.3 When DJH provides contractually agreed care and custody services for children, such services will only be provided with the consent of the underage guest's parent or legal guardian. The relevant declaration of consent must without exception be made on the form which is provided to the customer in conjunction with the booking. Declarations of consent from parents or guardians in other forms will not be accepted, even if they have legal effect.

4. ENTRY INTO THE CONTRACT FOR SERVICES, CUSTOMER OBLIGATIONS

4.1 The following applies to all booking channels:

- a) DJH's offer and the customer's booking are based on the description of services and the supplementary information contained in the brochure or catalog if the customer has these at the time of booking.
- b) When bookings are made by one registered person for couples, families and small groups, or when bookings for closed groups are made by a group agent on behalf of the group, the person or institution and the relevant agent, not the individual travelers in the group, are DJH's contract partners and have a payment obligation to DJH.

- c) If any of the terms and conditions (Parts I–III) use the term ‘customer’ as DJH’s contract partner, ‘customer’ shall also include the person or institution making the booking and the group customer. However, travelers in a group booking which has been made by another person on their behalf merely have the status of beneficiary according to the principle of a contract in favor of a third party subject to the proviso that the travelers in the group booking are not entitled to book the contractually agreed services, particularly travel and accommodation services, for themselves without the consent or support of the group customer and/or to change contractual agreements with the group customer.
- d) If the content of the DJH booking confirmation deviates from the content of the booking, DJH is deemed to have made another offer which is binding for DJH for a period of 5 days. The contract is then entered into on the basis of the new offer if DJH has informed the customer about the changed content of the offer and – if package travel services are involved – has complied with its statutory pre-contractual information obligation and the customer explicitly accepts the offer or pays a deposit to DJH before the expiry of the binding period.
- e) **The following applies to package travel contracts:** The pre-contractual information provided by DJH about the essential characteristics of the travel services, the cost of the travel arrangement and all additional costs, the payment terms, the minimum number of participants and the cancellation fees (in accordance with article 250, sub-section 3, nos. 1, 3 to 5 and 7 of the Introductory Act to the German Civil Code (EGBGB)) only does not form part of the package travel contract if this is explicitly agreed between the parties.
- f) The contract enters into force upon receipt of the booking confirmation (declaration of acceptance) by DJH. Confirmation of contract will be sent or handed over to the customer by DJH.
- g) In the case of travel packages: DJH will send a confirmation of the package travel contract to the customer in accordance with statutory requirements on a durable medium (e.g. on paper or via e-mail, thereby enabling the customer to save or store the unamended confirmation for an appropriate period of time) if the traveler does not have the right to receive confirmation of the package travel contract in paper format in accordance with article 250, sub-section 6 (1), sentence 2 EGBGB because the contract was concluded in physical presence of both parties or outside business premises.

4.2 The following applies to written, e-mail or fax bookings:

- a) DJH shall send the customer a contract offer which is not binding for DJH on the basis of the customer’s booking request together with these terms and conditions (Parts I–III).
- b) **If the offer is for a package, the customer also receives:**
 - a summary of the mandatory pre-contractual information about the travel arrangement that is prescribed by article 250, sub-section 3 EGBGB, if this is not already included in DJH’s non-binding contract offer and
 - the information sheet for package travelers pursuant to article 250 EGBGB.
- c) DJH’s receipt of the contract signed by the customer is a binding declaration of willingness to enter into a contract with DJH (except when no. 4.2 e) applies). When DJH sends out contract offers for individual and family bookings by e-mail, an informal, text-format contract acceptance by the customer by answering the DJH e-mail suffices as a binding declaration by the customer of willingness to enter into a contract.
- d) Otherwise, the provisions of section 4.1 f) and g) apply.
- e) If the customer’s booking request is made close to the arrival date and DJH explicitly approves it in the contract offer, the customer can enter into the contract by way of traveling to the YH and paying for the booked arrangement upon arrival. In this case the booking confirmation is handed out to the customer at the YH in accordance with the provisions of 4.1 f) and g).

4.3 The following applies to telephone bookings:

DJH accepts non-binding customer booking requests by telephone and reserves the requested travel arrangement. The parties’ contract declarations and their entry into a contract are then in accordance with the provisions of 4.2.

4.4 The following applies to verbal in-person bookings at the YH:

- a) The customer is given a contract to countersign based on the booking request, together with these terms and conditions (Parts I–III) and, if the customer accepts the contract, a booking confirmation.
- b) 4.2b) applies analogously to **package travel contracts**.
- c) If the customer signs the contract with legally binding effect the contract is entered into on this basis.

4.5 In the case of electronic bookings (e.g. via the internet, app or telemedia) the following applies to contract conclusion:

- a) DJH will explain the electronic booking process to the customer in the relevant application.
- b) The customer will have the opportunity to use functions to correct or erase entries or refresh the entire booking form, and use of these functions will be explained.
- c) The languages available for online bookings will be stated. However, only the German language is legally relevant.

- d) If DJH has saved the contract text in the online booking system the customer will be informed of this and of the option to display the contract text at a later time.
- e) By clicking on the ‘**confirm booking and pay**’ button the customer makes a binding offer to enter into a contract for services with DJH. The contract offer is binding for the customer for three working days commencing at the time when the electronic declaration was sent.
- f) An electronic booking confirmation will be sent promptly to the customer after receipt of the booking.
- g) The transmission of the booking by clicking on the ‘**confirm booking and pay**’ button does not give the customer the right to enter into a contract reflecting the content of the booking. Rather, DJH is at liberty to decide whether to accept the customer’s contract offer or not.
- h) The contract comes into effect when the customer receives DJH’s booking confirmation.
- i) If the booking confirmation is displayed on the customer’s screen immediately after the booking is made by clicking on the ‘**confirm booking and pay**’ button (real-time booking), the contract is entered into as soon as the booking confirmation is received by the customer and displayed on the customer’s screen without the need for an interim notification of receipt of the customer booking in accordance with f), provided that the customer is offered the option of saving the booking confirmation on a permanent data medium or printing it out. The binding nature of the accommodation or package travel contract does not, however, depend on whether the customer actually makes use of the save or print options. DJH will send an additional copy of the booking confirmation to the customer in text format. Otherwise, the provisions of section 4.1 f) and g) apply.

4.6 The following applies to bookings for guests with health impairments, disabilities or mobility restrictions:

- a) DJH shall endeavor, if it has the relevant facilities and available capacity at the specific YH, to accommodate guests with health impairments, disabilities or mobility restrictions at the YH. However, in this case DJH urgently requests that precise details of the type and extent of disability, health impairments or mobility restrictions are provided at the time of booking so that it can check whether a stay at the requested YH is possible and confirm the booking.
- b) Although the guest is under no obligation to provide such information, if the information is not provided and the booking is confirmed and implemented, DJH is under no obligation to assume liability for any restrictions experienced by the guest as a result of DJH not being aware of their circumstances, or the circumstances not being evident.
- c) If the voluntary information leads to the conclusion that the requested YH or its facilities are not suitable for the guest’s special needs, DJH or the YH will contact the guest before issuing a booking confirmation to clarify whether it will be possible for the guest to stay at the YH or to accept the booking despite the problems and restrictions that are to be expected for the guest.
- d) DJH or the YH will only refuse to accept the booking in accordance with statutory provisions if the notified or evident circumstances, or the guest’s requirements, render a stay at the YH objectively impossible because the requested accommodation or the YH’s basic facilities are unsuitable for the guest’s special needs.

5. GROUP BOOKINGS

5.1 Closed groups in accordance with the provisions of these terms and conditions (Parts I–III) are:

- a) Several persons for whom a contract for YH services is entered into by an institution, an association, a company or another legal entity. This contract partner is referred to in the following as ‘group customer.’
- b) A group of persons without legal capacity which is described as a group in the DJH’s statutes, particularly those pertaining to group membership, as well as in advertising and offers. In this case the group customer is the person acting on behalf of the group.
- c) Any group of persons, irrespective of their number, legal capacity or status, for which the applicability of these supplementary terms and conditions to the booking has been explicitly agreed. In this case the group customer is also the person acting on behalf of the group.

5.2 The group manager(s) is or are the person(s) appointed by the group customer to undertake contract negotiations and/or handle the booking with DJH and/or to accompany the group as group leader at the instructions of the group customer.

5.3 When one registered person makes a booking for couples, families and small groups (less than 10 persons) or when bookings are made for closed groups by a group customer, the following applies:

- a) Only the person or institution and its group customer making the booking, not the individual travelers, are contract partners and have a payment obligation to DJH.
- b) If any of the terms and conditions (Parts I–III) refer to ‘customer’ or ‘guest’ as DJH’s contract partner these shall also refer to the person or institution making the booking and the group customer. However, the travelers in the group booking which has been made by another person merely have the status of beneficiary according to the principle of a contract in favor of a third party subject to the proviso that the travelers in the group booking are not entitled to book the contractually agreed services, particularly travel and accommodation services, for themselves without the consent or support of the group customer and/or to change contractual agreements with the group customer.

6. INFORMATION ABOUT THE NON-EXISTENCE OF A CANCELLATION RIGHT FOR CONSUMERS

- 6.1 DJH wishes to point out that no right of cancellation is accorded by statutory provisions (section 312, sub-section 7, section 312g, sub-section 2, clause 1, no. 9 of the German Civil Code (BGB)) for accommodation and package travel contracts in accordance with section 651a and 651c BGB which are entered into via distance selling (letters, catalogs, telephone calls, facsimiles, e-mails, text messages sent via mobile communication services (SMS), broadcasting, teledia and online services). In such cases, the customer only has the statutory contractual rights of cancellation and termination in accordance with section 537 BGB and 651h BGB and those accorded by contractual agreements. (Please refer to the provisions of Parts II and III in this respect).
- 6.2 However, a right of cancellation does exist if the contract was not entered into via distance selling but outside of business premises, unless the verbal negotiations on which the contract entered into is based were conducted in connection with a preceding order placed by the consumer. In the latter case, the consumer also does not have a right of cancellation.

7. HOUSE RULES; EXERCISING DOMICILIARY RIGHTS; BRINGING ANIMALS; GENERAL SMOKING BAN

- 7.1 Customers are required to observe the house rules if they have been informed of them, or if they have been handed out to them, or if they are displayed at a place where the customer could reasonably have gained awareness of them. Parents, other legal representatives or supervisors of minors are required to ensure that any minors in their care observe the house rules, and to comply with their legal and contractually agreed supervision obligations.
- 7.2 The hostel management at the relevant YH or a person appointed by the YH will exercise domiciliary rights on behalf of DJH. They are authorized to issue warnings, instruct guests to leave, ban persons from the premises and grounds and, as DJH's legal representative, deputy and receiving officer, to issue and receive any other legal declarations on DJH's behalf. Persons with these rights are the hostel manager and any person authorized by the hostel manager.
- 7.3 The house rules include rules and restrictions relating to the night curfew, which is generally from 10 p.m. to 7 a.m. It is the customer's duty to obtain information about specific night curfew arrangements and local night curfew rules. Exceptions from the night curfew are subject to an explicit agreement with the hostel management.
- 7.4 The customer is under obligation to use the accommodation and facilities in accordance with the intended purposes and rules of use, if such rules exist, and to treat them with care.
- 7.5 A strict smoking ban applies at all DJH YHs, both inside the hostels and on the entire site including grounds, except in the specifically designated smoking areas.
- 7.6 Guests are not permitted to bring along or consume alcoholic drinks at any of the DJH hostels. In accordance with statutory youth protection provisions, the consumption of alcoholic beverages is only permitted if they are purchased by the consumer at the YH.
- 7.7 Guests are not permitted to bring animals with them. However, blind and service dogs will be permitted to stay at the youth hostels by prior arrangement with DJH. DJH may make further exceptions for dogs at designated youth hostels.

8. DJH'S CANCELLATION AND TERMINATION RIGHTS

- 8.1 DJH may terminate the contract without notice if, despite receiving a warning, the customer (or the group customer, group manager or travelers in the group in the case of group bookings) breaches the peace for an extended period of time or acts in serious breach of contract, thereby justifying an immediate termination of the contract,
- except when such acts are a result of DJH's failure to comply with its obligation to provide information;
 - repeatedly violates house rules;
 - breaches the peace in the building, disturbs other guests, the hostel management or other third parties for an extended period of time;
 - compromises the safety of the YH, its facilities, other guests or the hostel management;
 - deliberately or negligently damages or misuses the inventory, the equipment and facilities of the YH, including the grounds, plants and outdoor facilities;
 - breaches the alcohol or smoking ban;
 - acts in any other manner which is in serious breach of contract and an immediate termination of the contract is justified.
- 8.2 A warning is not necessary before termination without notice if the guest's breach of obligation is so serious that, particularly in the interest of the other guests and of safety (and also where criminal acts have been committed) an immediate termination is justified, even taking the guest's interests into account.
- 8.3 DJH is entitled to terminate the contract before the arrival date if a guest can be objectively and specifically expected to behave in a way that would justify a termination in accordance with 8.1.

- 8.4 DJH may terminate the contract before or after the start of the travel arrangement if the guest provides or has provided incorrect or misleading information about their person, their membership in accordance with section 2 of this Part, the purpose of the booking, or any other circumstances which are in breach of contract if DJH would have been entitled to refuse acceptance of the booking on objective grounds and in accordance with statutory provisions had it been aware of the true circumstances.
- 8.5 If DJH cancels the contract on those grounds, it is still entitled to receive payment for the booked services. However, it shall deduct from that payment any expenditures not incurred and any benefits accrued through alternative use of services not used by the person concerned. The provisions governing customer cancellations apply accordingly.
- 8.6 DJH may cancel package travel contracts if the requirements of section 651h, sub-section 4. No. 2 BGB are met. DJH is entitled to cancel other contracts if their execution or the accommodation of the guest is rendered impossible, significantly more difficult or dangerous, or objectively hindered for reasons that DJH is not responsible for, particularly elementary damage, official directives or closures, acts of nature, diseases, epidemics, pandemics or other incidents of force majeure. DJH shall inform the guest of the circumstances justifying the cancellation and notify the guest of the cancellation without delay after becoming aware of those circumstances. Any payments received from the guest will be reimbursed promptly. Section 651h, sub-section 5 BGB applies to packages. All further claims on the part of the guest are excluded.

9. APPLICABLE LAW, LEGAL VENUE AND CONSUMER DISPUTE SETTLEMENT

- 9.1 With reference to the German Consumer Dispute Settlement Act, DJH wishes to point out that it currently does not participate in any voluntary consumer dispute settlements. If a consumer dispute settlement were to become a legal requirement for DJH after the printing of these terms and conditions DJH shall inform the consumers of this in an appropriate form. Reference is made by the DJH to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> in connection with all contracts which are entered into by electronic means.
- 9.2 Contracts between customers and DJH shall be governed exclusively by the laws of the Federal Republic of Germany. The same applies to the legal relationship.
- 9.3 The customer may only bring legal action against DJH at the place where it has its registered office.
- 9.4 In the case of actions brought by DJH against the customer, the customer's domicile is authoritative. If legal actions are brought against customers who are entrepreneurs, legal entities under public or private law or persons who have their residence or customary domicile abroad or whose whereabouts is unknown at the time when the action is brought, the legal venue is agreed as the place where DJH has its registered office.
- 9.5 The above provisions do not apply if and to the extent that the contract with the customer contains applicable and non-dispensable European Union provisions or other deviating international provisions which favor the customer.

II. DJH SUPPLEMENTARY CONTRACT TERMS FOR ACCOMMODATION AND CONFERENCE SERVICES

1. SCOPE OF APPLICATION OF THESE SUPPLEMENTARY CONTRACT TERMS FOR ACCOMMODATION AND CONFERENCE SERVICES (PART II)

- 1.1 The provisions of this Part II apply, if agreed upon effectively, in conjunction with and in addition to the provisions of Part I for individual accommodation services pursuant to section 651a, sub-section 3, no. 2 (together with incidental services) as well as conference services (i.e. the provision of rooms, technical equipment and catering services), either offered separately or in conjunction with accommodation services.
- 1.2 The provisions of Part I and this Part II comprise the content of the guest accommodation or conference contract concluded by the guest or group customer when a booking is made with DJH, and they apply in addition to any applicable statutory provisions.

2. ACCOMMODATION AND CONFERENCE SERVICES AND CHANGES TO BOOKINGS FOR ACCOMMODATION AND CONFERENCE SERVICES

- 2.1 The services to be provided by DJH are as stated in the booking confirmation in conjunction with the effective brochure or YH description, and any explicit agreements with the guest. The guest is recommended to make any supplementary agreements in writing.
- 2.2 In the absence of a specific and explicit agreement the guest has no right to be accommodated in a certain room, to be accommodated in a room in a certain location at the hostel, or to be accommodated in a room next to or close to the room(s) of other travelers in the same party. The above provision applies by analogy to the allocation and position of beds.
- 2.3 Guests have no right to obtain accommodation of a specific size, or specific appointments or facilities, unless an explicit agreement to this effect has been made or features such as size and appointments are specified in the information which formed the basis for the booking, or a specific room or price category has been agreed.

- 2.4 DJH and/or the local YH is/are not under any obligation to provide services beyond accommodation and/or a conference room with equipment unless this is specified in the information which formed the basis of the booking or an explicit agreement to this effect has been made. This applies, in particular, to the use of and access to leisure facilities, catering services, transport services and care and assistance services.
- 2.5 Where seasonal restrictions relating to facilities, offers, equipment and other services are referred to in the information which formed the basis of the booking, particularly the online description or the description in the YH brochure, the obligation is limited to the scope of these seasonal restrictions.
- 2.6 If persons with disabilities, health impairments or mobility restrictions are accommodated as guests, there is no contractual obligation unless explicitly agreed to make, create and maintain specific characteristics, functions, equipment or circumstances to meet the guests' needs or preferences. Special care services for such guests are only a contractual requirement if such services have been explicitly agreed upon or are explicitly referred to in the information which formed the basis of the booking as general services of the hostel. Applicable mandatory statutory provisions governing obligations to accommodate such persons remain unaffected by this.
- 2.7 Please refer to Part I, section 3 for information on contractual obligations towards minors.

3. PRICES AND PRICE INCREASES

- 3.1 The prices agreed between the guest and DJH or the YH apply.
- 3.2 If, at the time of entering into the contract, the prices for the guest's booking dates have not been established, the statutory provisions of section 315 of the German Civil Code (BGB) apply and DJH will notify the guest subsequently of the prices for the booked dates and services. If the prices deviate to the detriment of the guest by more than 5% from the prices effective at the time of the booking for the same booking dates and the same scope of services, the guest is entitled to terminate the accommodation contract free of charge. DJH will inform the guest without delay when the prices are established; the guest may have the right to terminate the contract with DJH immediately after having been informed of the established prices by DJH.
- 3.3 Unless specifically otherwise agreed, DJH is entitled after entering into the contract to increase the price by up to 10% of the contractually agreed price
- if the cost of utilities (water, electricity, gas, heating) increase
 - if personnel costs increase
 - and if taxes or levies are introduced or increased, provided that this increase affects the agreed room rate.
- 3.4 A price increase is only admissible if the date of contract conclusion and the contractually agreed accommodation dates are more than 4 months apart and the circumstances leading to the increase had not occurred and could not have been foreseen by DJH at the time of contract conclusion. DJH shall inform the guest without delay when it becomes aware of the grounds for the increase, enforce the increase and furnish proof of the grounds for the increase.
- 3.5 If an admissible increase exceeds the agreed basic room rate by 5%, the guest may terminate the contract without any payment obligation to DJH. There are no form requirements for notice of termination, and it can be declared to DJH immediately after receipt of the price increase demand. The written form is recommended.

4. PAYMENTS AND BOOKING CHANGES

- 4.1 The local YHs are authorized to collect payments on DJH's behalf if it has been agreed that payments will be made to them, subject to the proviso that all of the following established rights and obligations also apply to the local YH as DJH's collection agent and representative.
- 4.2 The due date of deposit and balance payments is in accordance with the arrangement made with the guest and, if applicable, noted in the booking confirmation. If no particular arrangement exists, the total accommodation price, including the ancillary costs and payments for additional services, is due upon arrival at the YH and before occupation of the room or before acceptance of the contractually agreed services to the relevant YH.
- 4.3 DJH or the YH may demand a deposit after conclusion of the contract. Unless otherwise agreed in specific cases, the deposit is 20% of the total price of the accommodation or conference service, as well as incidentals. Deposits towards the accommodation may only be paid after receipt of a corresponding invoice from DJH.
- 4.4 Unless otherwise agreed, **guests who live abroad** do not pay a deposit. They are required to pay the entire amount after receiving the booking confirmation no later than 4 weeks before their arrival date by bank transfer to the account number stated. When guests who live abroad book accommodation with an arrival date less than 4 weeks in the future, the total amount is payable to the relevant YH upon receipt of the booking confirmation and the payment must be received before checking into the accommodation or using the contractually agreed services at the YH. In this respect please refer to section 4.6 b) below.
- 4.5 Payments, particularly payments from other countries, must always be transferred free of charges and expenses to the stated payment recipient. Payments in foreign currencies and payments with collection only checks are not accepted. Many of the YHs accept credit card payments. However, guests do not have the right to pay with credit cards.

- 4.6 If DJH or the local YH is willing and able to provide the contractually agreed services and the guest has no statutory or contractual right of retention or offsetting, the following applies:
- Unless the agreed deposit or other advance payment is made, the guest has no right to be accommodated or receive the contractually agreed services.
 - If the guest has agreed to make a deposit or other advance payment and fails to do so or does not pay the full agreed amount despite a reminder setting a time period for payment from DJH, and the customer is at fault, DJH is entitled to terminate the contract with the guest and bill the cancellation charge to the guest in accordance with section 5 of these terms and conditions.
 - After entering into the contract the guest has no right to request changes to the arrival, departure or accommodation dates, the type of room, the type of board, the length of the stay, the booked additional services or other contractual services (booking changes). If, at the guest's request, a booking change is made up to 6 weeks before the guest's arrival date, DJH may impose a booking change fee of €20 for each booking change. Booking changes less than 6 weeks before the guest's arrival date, if at all possible, can only be made by canceling the original accommodation contract in accordance with section 5 and making a new booking. This does not apply to booking change requests which only cause negligent costs.
 - The following applies for changes to closed group bookings:** Changes to the number of travelers in the group, the number and type of beds/rooms, the category or the type of board agreed with the group customer at the time of the booking are not subject to booking change charges if they are made by the group customer within the time periods allowed under the individual contracts.

5. ACCOMMODATION BOOKING CANCELLATIONS AND NO-SHOWS; ABANDONMENT OF STAY

- 5.1 We would like to point out to guests that they have no general statutory right of cancellation or termination with guest accommodation contracts. However, DJH grants guests a contractual right of cancellation in accordance with the following provisions.
- 5.2 Cancellation is possible at any time up until the arrival date. All cancellation notifications must be communicated to the YH in writing.
- 5.3 The **cancellation right** may be exercised
- by individual guests, couples, families and small groups (less than 10 people) and for a maximum of 9 canceling members of a closed group up to 7 days before the arrival date, and
 - by school classes and larger groups (10 or more people) and more than 9 canceling members of a closed group up to 28 days before the arrival date
- at no charge**, subject to the timely receipt of the notification of cancellation by the relevant youth hostel.
- 5.4 In the case of cancellations
- by individual guests, couples, families and small groups (less than 10 people) and for a maximum of 9 canceling members of a closed group less than 7 days before the arrival date, and
 - by school classes and larger groups (10 or more people) and more than 9 canceling members of a closed group less than 28 days before the arrival date,
- DJH is entitled to receive payment of the agreed price for accommodation and board, as well as for additionally booked services.
- 5.5 Within the framework of ordinary business, without obligation to make any special effort, and taking the special character of the booked accommodation into account (e.g., family room, group room) DJH shall attempt to arrange alternative occupancy.
- 5.6 DJH shall deduct any income from alternative occupancy, and if this is not possible, any expenses saved from the due amount.
- 5.7 If the guest does not exercise the free cancellation right, or does not exercise it within the time period allowed, the following applies: DJH has established the following fixed cancellation charges taking into account the period of time between notification of cancellation and arrival date, as well as the expected amount of expenses saved and the expected income from the alternative use of the accommodation services. The charges are calculated at the time of receipt of the cancellation notification, using the relevant cancellation scale and on the basis of the accommodation cost, as follows:
- Individual guests, couples, families and small groups (less than 10 people) and up to a maximum of 9 canceling members of a closed group:**
 - 6 days before arrival to the day of arrival or in the case of a no-show: 90%
 - School classes and groups (10 or more people) and more than 9 canceling members of a closed group:**
 - 27 days to 7 days before arrival: 75%
 - 6 days before arrival to the day of arrival or in the case of a no-show: 90%
- 5.8 Guests have the right to furnish proof to DJH that the amount of expenses saved is significantly higher than the above-mentioned deductions, or that the alternative occupancy of the room or alternative use of the services has occurred, or the DJH's income from alternative occupancy was higher than the deducted amount. In the event that such proof is furnished, the guest is only required to pay the lower amount.

5.9 Guests are urgently advised to take out travel cancellation insurance.

5.10 The above provisions also apply if the guest abandons the stay, unless the guest has a special statutory or contractual right of termination or DJH is responsible for the guest's abandonment of the stay, or the circumstances causing the abandonment of stay are exclusively in DJH's sphere of risk.

6. CANCELLATION OF CONFERENCE AND WORKSHOP SERVICES

6.1 The provisions of 5.1 to 5.6 and 5.8 to 5.10 also apply analogously to conference and workshop services booked by school classes and large groups (10 or more persons). Accordingly, the guest or organizer can cancel these services up to 28 days before the date of arrival. Deviating from the cancellation charge scale in section 5.7, DJH's entitlement to receive a portion of the due payment for conference or workshop services is based on the day or conference rate as follows:

- 27 days before the conference/workshop to 7 days before the conference/workshop: 50%
- 6 days before the conference/workshop to the day of the conference/workshop or in the event of a no-show: 60%

6.2 If, in addition to the conference and workshop services, accommodation has been booked for participants, speakers or other people involved in the event, the cancellation charges for accommodation are staggered according to the percentages stated in 5.7 of these terms and conditions on the basis of the accommodation rate.

7. ARRIVAL AND DEPARTURE

7.1 The guest does not have the right to check-in or use the contractually agreed services by a specific time on the day of arrival. On the date of departure, the guest also does not have the right to use YH room or facilities up to a specific time of day.

7.2 In the absence of an explicit agreement to the contrary, the check-in time on the day of arrival and the latest check-out time on the day of departure is as notified to the customer by the YH at latest in the booking confirmation.

7.3 The guest shall arrive at the stated or agreed time.

7.4 The following applies to late arrivals:

The guest is required to inform the YH by the notified or agreed arrival time at the latest of any late arrival or, if a several-day stay is booked, their intention to arrive on the following day.

If timely notification is not provided DJH is entitled to let the accommodation to another guest. For the period in which the accommodation is not occupied, the provisions of 7 apply.

If the guest informs the YH that they will be arriving late they are required to pay the agreed price, after deduction of any expenses saved by DJH in accordance with 7, including the unused days of occupancy, unless DJH has contractual or legal liability for the reasons for the late arrival and non-occupancy.

7.5 The guest shall vacate the room at the stated or agreed time on the day of departure. If the room is not vacated by the agreed time DJH may demand an additional payment. This shall not affect DJH's right to claim further damages.

8. CUSTOMER OBLIGATIONS; CUSTOMER RIGHT OF CANCELLATION DUE TO DEFECTS

8.1 The guest is required to check the accommodation and its appointments upon arrival and to inform the hostel management without delay of any defects or damage which are ascertained. This requirement also explicitly applies to defects or damage which the guest does not consider to be a disturbance or impairment, if the guest can objectively recognize that there may be some ambiguity regarding the establishment of the time of occurrence of the damage and the assignment of responsibility to them or the previous guest.

8.2 The guest is required to notify the hostel management immediately of any defects or disturbances which occur during their stay and request the hostel to remedy them. If damage or disturbances recur or the hostel management's actions do not remedy the defect or disturbance, the guest is required to notify the hostel management again. If the guest fails to notify the hostel management again they may forfeit some or all of their rights.

8.3 Guests may only terminate the contract in the event of serious defects or disturbances. Prior to termination the guest shall declare their intent to terminate to DJH via the hostel management and grant an adequate time period for remedy, unless remedy is not possible, or remedy is refused by DJH or the hostel management, or immediate termination is objectively justified by a special guest interest recognized by DJH or the hostel management, or the guest cannot be reasonably expected to continue their stay under the circumstances.

9. LIMITATION OF LIABILITY; PARKING OF CARS AND BICYCLES

9.1 DJH's liability under the accommodation contract in accordance with section 536a BGB is excluded for damages which are not caused by the breach of a material obligation, i.e. an obligation which is essential to the proper performance of the accommodation contract or which, if breached, jeopardizes the achievement of the purpose of the contract, or for damages resulting from injury to life, limb or health, unless the damages were caused due to a deliberate or grossly negligent breach of obligation by DJH or one of DJH's legal representatives or vicarious agents.

9.2 Any innkeeper's liability on the part of DJH for objects which are brought into the hostel pursuant to section 701 ff. BGB remains unaffected by the foregoing provision.

9.3 DJH shall have no liability for defects in performance in connection with services which were merely arranged for the guest with third party providers during the stay (e.g. sports events, theater visits, exhibitions etc.). The same applies to third party services which were arranged at the time of the accommodation booking if the services were explicitly designated as third party services in the information on which the booking was based or the booking confirmation.

9.4 If the customer uses a parking space in the YH garage or on the YH car park, even if a parking charge is paid, no safekeeping contract is entered into. The YH is under no obligation to supervise the car park. The YH has no liability for vehicles which are parked or maneuvered on the YH premises or their content that are stolen or damaged, including bicycles, unless the loss or damage was caused by the malicious acts or gross negligence of the YH, its legal representatives and/or its vicarious agents.

10. LIMITATION PERIOD

10.1 Claims asserted by the guest against DJH on the basis of the accommodation contract for injury to life, limb or health, including contractual claims for compensation due to a negligent breach of obligation by DJH or a malicious or negligent breach of obligation by its legal representatives or its vicarious agents, shall become time barred after three years. This also applies to other damage compensation claims based on a grossly negligent breach of obligation by DJH, or a malicious or grossly negligent breach of obligation by its legal representatives or vicarious agents.

10.2 All other contractual claims shall become time barred after one year. If the last day of the time period is a Sunday, a government-recognized public holiday at the place where the claim is brought or a Saturday, the deadline shall be extended to the next working day.

10.3 The limitation period in accordance with the foregoing provisions commences at the end of the year in which the claim arises and the guest gains awareness of the circumstances justifying the claim and DJH gains awareness as respondent, or should have gained awareness without gross negligence.

10.4 When the guest and DJH are in negotiations on claims which have been brought or the circumstances surrounding the claim, the period of limitation is suspended until such time when the guest or DJH declines to continue the negotiations. The one-year limitation period commences 3 months after the end of the suspension at the earliest.

11. SPECIAL ARRANGEMENTS RELATING TO PANDEMICS (PARTICULARLY THE CORONAVIRUS)

11.1 The parties agree that the contracted services will be provided by the respective YH in compliance and accordance with the official requirements and obligations which apply at the time of travel.

11.2 The guest agrees to observe reasonable rules and restrictions imposed by the YH when using services and to inform the YH without delay if any typical symptoms of illness are experienced.

11.3 The guest's statutory warranty rights remain unaffected by this.

12. FURTHER SPECIAL ARRANGEMENTS FOR CLOSED GROUP BOOKINGS

12.1 The group manager and at least one group manager if there are several group managers is/are required to stay overnight at the YH for the entire duration of the group stay (the entire night/group sleeping time).

12.2 The group customer shall ensure compliance with all statutory provisions which apply to the implementation of the group stay, particularly youth protection provisions, and instruct their group manager to comply with and implement the same.

12.3 The group customer is aware that the combination of accommodation services and other services of DJH, particularly transport services which they have organized themselves, may result in the event or services provided to travelers in their group constituting a travel package as defined by the provisions of section 651a to m BGB. The group customer has exclusive responsibility for making such a legal check, and for compliance with the relevant legal and case law requirements. DJH is neither entitled nor under any obligation to provide legal advice in this connection.

12.4 The group customer shall refrain from providing information or assurances to travelers in the group and/or from promising services beyond those agreed with or which are inconsistent with those agreed with DJH.

12.5 The group customer and group manager do not have the right to issue instructions to the hostel management or hostel staff.

12.6 The group customer is aware that the contractual services to be provided by DJH do not include insurance coverage for the benefit of the group customer, the group manager or the travelers unless explicitly otherwise agreed. In particular, they do not include travel cancellation insurance, premature termination insurance or liability insurance for damages caused by the group customer, the group manager or travelers.

III. DJH SUPPLEMENTARY TERMS AND CONDITIONS FOR TRAVEL PACKAGES

1. SCOPE OF APPLICATION OF THESE SUPPLEMENTARY CONTRACT TERMS FOR PACKAGE TRAVEL SERVICES (PART III)

- 1.1 The terms and conditions of this Part III apply, if agreed upon effectively in conjunction with and in addition to the provisions of Part I. The provisions of Parts I and III comprise the content of the package travel contract which is entered into between the customer and DJH in the event of a booking.
- 1.2 The provisions of Part I and this Part III apply in addition to and complete the statutory provisions of section 651a - y of the German Civil Code (BGB) and articles 250 and 252 of the Introductory Act to the German Civil Code (EGBGB).

2. PAYMENT

- 2.1 DJH and retailers may only demand or accept deposits towards the cost of the travel package before the end of the travel package if an effective insolvency protection contract exists and the customer has received and had their attention drawn to the certificate of insolvency protection including the name and contact details of the insurance provider in a clear and comprehensible way.

2.2 Unless explicitly otherwise agreed in individual cases, the following applies:

- a) After entering into the contract 20% of the travel package price is due upon receipt of an invoice and the certificate of insolvency protection from DJH. The balance is payable 30 days before the start of the arrangement if the certificate of insolvency protection has been handed over and the booking cannot be canceled any more for the reason stated in no. 7. The total price of the travel package is payable immediately when bookings are made less than 30 days before the start of the arrangement. If no invoice is issued by DJH for the deposit and balance, and no certificate of insolvency protection is issued, the customer is requested not to make any payments to DJH because these payments would not be protected.
- b) If the customer does not pay the deposit and/or the balance by the agreed dates for payment, despite DJH being willing and able to properly provide the contractually agreed services, having met its statutory obligations to provide information, and in the absence of a statutory or contractual right of retention or offsetting for the customer, and the customer is responsible for the non-payment, DJH is entitled, after sending a payment reminder and granting an additional period for payment, and upon expiry of the payment deadline to terminate the contract and bill the cancellation charges to the customer in accordance with no. 5.

2.3 Unless explicitly otherwise agreed in individual cases, all other travel packages in the DJH portfolio which are not listed in section 2.2, particularly school and class trips are not payable until after the travel package either by way of payment at the time of checking out from the YH or payment after the customer's return on the basis of an invoice issued by DJH.

3. CHANGES TO CONTRACT CONTENT BEFORE THE START OF THE ARRANGEMENT THAT DO NOT AFFECT THE PACKAGE PRICE

- 3.1 Deviations of essential characteristics of travel services from the agreed content of the package travel contract which were necessary after entering into the contract and are not due to actions on the part of DJH involving a breach of good faith are permissible only to the extent that they are of minor significance and do not impair the overall nature of the travel arrangement booked.
- 3.2 DJH is required to inform the customer and draw the customer's attention to any changes to the travel services without delay after gaining awareness of the reason for the change on a permanent data medium (which may also be an e-mail, text message or voice message) in a clear and comprehensible way.
- 3.3 If a significant change involving an essential characteristic of a travel service or specific customer instructions has become the content of the package travel contract, the customer is entitled to either accept the change or cancel the package travel contract at no charge within the time period granted by DJH. If the customer does not explicitly state their intent to cancel the package travel contract within the time period granted by DJH the change shall be deemed to be accepted.
- 3.4 This shall not affect any warranty claims if the changed services are defective. If DJH could have offered the changed travel arrangement or any replacement arrangement with the same characteristics for the same price at a lower cost, the difference must be reimbursed to the customer in accordance with section 651m (2) BGB.

4. USE OF SERVICES (ARRIVAL AND DEPARTURE)

- 4.1 The traveler shall arrive at the agreed time or, if no special arrangement exists, by 6 pm.
- 4.2 The following applies to late arrivals:
- a) The traveler is required to inform the hostel by 6 pm or the agreed arrival time at the latest if they will be arriving late and, if a several-day stay is booked, of their intention to arrive on the following day.

- b) If timely notification is not provided a no-show situation is assumed and the provisions of section 5 below apply.

- c) If timely notification is provided, and the customer does not use any or all of the travel services, the provisions of section 6 below apply.

- 4.3 The traveler shall vacate the accommodation at the agreed time or, if no special arrangement exists, by 10 am at the latest on the day of departure. If the room is not vacated by the agreed time DJH may demand an additional payment. This shall not affect DJH's right to claim further damages. The traveler only has the right to use the YH's facilities after 10 am on the day of departure if the YH has generally indicated that this is acceptable or if an agreement has been reached with the YH.

5. CUSTOMER CANCELLATION BEFORE START OF THE TRAVEL ARRANGEMENT/CANCELLATION CHARGES

- 5.1 The customer can terminate the travel package contract at any time before the start of the travel arrangement. Termination must be notified to DJH at the address provided below or, if the travel arrangement was booked via a retailer, the customer can notify the retailer of the termination. The customer is recommended to provide written notification of termination.

5.2 The termination right may be exercised

- by individual guests, couples, families and small groups (less than 10 people) and for a maximum of 9 canceling members of a closed group up to 7 days before the start of the travel arrangement, and
- by school classes and larger groups (10 or more people) and more than 9 canceling members of a closed group up to 28 days before the start of the travel arrangement

at no charge, subject to the timely receipt of the notice of termination by the relevant youth hostel.

5.3 In the case of contract terminations

- by individual guests, couples, families and small groups (less than 10 people) and for a maximum of 9 canceling members of a closed group less than 7 days before the start of the travel arrangement, and
- by school classes and larger groups (10 or more people) and more than 9 canceling members of a closed group less than 28 days before the start of the travel arrangement,

or the guest/group does not arrive, DJH forfeits its right to payment for the travel arrangement.

Instead, DJH may demand appropriate compensation unless it is at fault for the termination of the contract. DJH may not demand compensation if unavoidable and unusual circumstances occurring at the youth hostel or in the direct vicinity of the youth hostel prevent the package travel arrangement from taking place, or prevent or significantly hinder the guests from traveling to the youth hostel. Circumstances are deemed to be unavoidable and unusual if they are beyond the control of the party invoking them, and their consequences would have been unavoidable, even had all reasonable precautions been taken.

- 5.4 DJH has established the following fixed cancellation charges taking into account the period of time between notice of termination and start of the travel arrangement, as well as the expected amount of expenses saved and the expected amount of income from the alternative use of the travel services. The charges are calculated at the time of receipt of the notification of termination as follows, using the relevant cancellation scale on the basis of the cost of the travel arrangement:

a) Individual guests, couples, families and small groups (less than 10 people) and up to a maximum of 9 canceling members of a closed group:

- 6 days before arrival to the day of arrival or in the case of a no-show: 90%

b) School classes and groups (10 or more people) and more than 9 canceling members of a closed group:

- 27 to 7 days before arrival: 75%

- 6 days before arrival to the day of arrival or in the case of a no-show: 90%

- 5.5 The customer can always present proof to DJH that DJH did not incur any damages or that the damages were much lower than the flat-rate charge demanded by DJH.

- 5.6 A flat-rate cancellation charge in accordance with 5.3 is deemed not to have been established and agreed if DJH furnishes proof that it has incurred significantly higher expenses than the flat-rate cancellation charge pursuant to 5.3. In this case DJH shall state the specific amount of the claimed compensation, taking expenses saved and income from any alternative use of the travel services, and justify it.

- 5.7 If DJH is required to reimburse the travel package price to the customer after a cancellation, section 651h (5) BGB remains unaffected.

- 5.8 The above provisions do not affect the customer's statutory right under section 651e BGB to obtain notification from DJH on a durable medium that a third party will be assuming their rights and obligations under the package travel contract. Such a declaration shall be deemed timely if received by DJH 7 days before the start of the travel arrangement.

- 5.9 Guests are urgently recommended to take out travel cancellation insurance and insurance to cover repatriation costs in the case of accident or sickness.

5.10 The above provisions also apply if the guest abandons the stay, unless the guest has a special statutory or contractual right of termination or DJH is responsible for the guest's abandonment of the stay, or the circumstances causing the abandonment of stay are exclusively in DJH's sphere of risk.

6. NON-USE OF SERVICES

If the traveler does not use specific, contractually agreed travel services which DJH was willing and able to provide for reasons relating to them, they have no right to demand a partial reimbursement of the package price unless they would have had a statutory right to free cancellation or termination of the travel contract. DJH will endeavor to obtain the reimbursement of saved expenses from the service provider. This obligation does not apply if the services in question are negligible.

7. CANCELLATION DUE TO NON-COMPLIANCE WITH THE MINIMUM NUMBER OF TRAVELERS

7.1 DJH may cancel a travel arrangement subject to the following provisions if there is a shortfall in the minimum number of travelers.

- The minimum number of travelers and the deadline for cancellation on the part of DJH must be stated in the pre-contractual information provided to the customer.
- DJH must state the minimum number of travelers and deadline for cancellation in the booking confirmation.
- DJH is required to inform the customer without delay of the cancellation when it is established that travel arrangement will not be possible due a shortfall in the minimum number of travelers.
- Cancellation by DJH later than 31 days before the start of the travel arrangement is not admissible..

7.2 If the travel arrangement is not implemented for this reason the customer will have all payments made towards the travel arrangement reimbursed without delay in accordance with 5.6.

8. CUSTOMER/TRAVELER OBLIGATIONS

8.1 Travel documents

The customer shall inform DJH or the retailer who made the booking on their behalf if they do not receive the necessary travel documents (e.g. flight ticket, hotel voucher) within the time period specified by DJH.

8.2 Notification of defects/request for relief

- If the travel arrangement is not defect free the traveler is entitled to demand relief.
- If, due to the culpable failure to provide notification of defect DJH is not able to remedy the problem, the traveler forfeits their right to claim a reduction of price in accordance with section 651m BGB or to claim compensation for damages in accordance with section 651n BGB.
- The traveler is required to notify the defect to DJH's local representative without delay. If there is no local DJH representative and such a representative is not contractually warranted, any defects in the travel arrangement provided by DJH shall be notified to the DJH contact whose details are provided; information about how to contact the DJH representative or its local contact point will be provided in the booking confirmation. However, the traveler may also notify the retailer via which they made the booking of the defect.
- The DJH representative is instructed, if possible, to remedy the problem. However, they are not authorized to recognize claims.

8.3 Cancellation deadlines

If the customer/traveler wishes to terminate the package travel contract due to a defect of the type referred to in section 651i (2) BGB, or if the travel package is substantially impaired as a result of a defect in accordance with section 651l BGB, they shall first provide DJH with a reasonable time period to remedy the problem. This does not apply if DJH refuses to remedy the problem or immediate relief is necessary.

9. LIMITATION OF LIABILITY

9.1 DJH's contractual liability for damages which do not result from injury to life, limb or health and were not culpably caused is limited to three times the price of the travel package. Possible further claims under the Montreal Pact or the Air Traffic Act shall not be affected by this limitation of liability.

9.2 DJH has no liability for performance impairments, personal injury and property damage in connection with services which were merely arranged with third parties (e.g. arranged excursions, sports events, theater visits, exhibitions), if these services were clearly designated as third party services in the travel offer or booking confirmation, stating the identity and address of the contractual partner, so that it was evident to the traveler that they were not DJH travel services and booked separately. Sections 651b, 651c, 651w and 651y BGB remain unaffected by this.

9.3 However, DJH does have liability if and to the extent that damage was incurred by the traveler due to DJH's failure to comply with its notification, information and organization obligations.

10. ASSERTING CLAIMS, ADDRESSEE

Claims in accordance with section 651i (3), no. 2, 4–7 BGB must be asserted by the customer/traveler to DJH. They can also be asserted via the retailer if the travel package was booked by the retailer. It is recommended that claims are asserted in text form. Contractual claims in accordance with section 651i (3) BGB become time-barred after 2 years. The limitation period commences on the contractually agreed end date of the travel arrangement. If the contract covers one single travel service and the customer is legally disadvantaged by the application of package travel law and these terms and conditions, the relevant provisions of accommodation law (tenancy and services law) or general statutory provisions apply.

11. ADDITIONAL TERMS AND CONDITIONS FOR CLOSED GROUPS

11.1 The following provisions of 11 apply in conjunction with these terms and conditions of DJH to travel and accommodation services for closed groups.

11.2 DJH has no liability for services or part services of any type which are offered, organized, implemented and/or made available to customers with or without DJH's knowledge by the group customer or group manager in addition to the services provided by DJH. These include, in particular, travel services to and from the arrival and departure point agreed with DJH which are organized by the group customer or group manager, events before and after the travel arrangement and at the travel destination which are not in the DJH scope of services (trips, excursions, meetings etc.) and tour guides arranged by the group customer or group manager which DJH is not contractually required to provide.

11.3 DJH has no liability for actions taken or not taken by the group customer or group manager, or a tour guide arranged by the group customer or group manager before, during and after the travel arrangement, particularly changes to contractually agreed services which are not discussed with DJH, instructions given to local guides, special arrangements with different service providers, information provided and assurances given to customers.

11.4 The customer must notify defects in the travel arrangement when they occur in accordance with section 8.2 c).

11.5 Unless explicitly otherwise agreed, group customers and group managers or tour guides who are arranged by them are not entitled or authorized to notify defects on behalf of group members. They are also not authorized before, during or after the travel arrangement to recognize customer complaints or payment claims on behalf of DJH.

12. SPECIAL ARRANGEMENTS RELATING TO PANDEMICS (PARTICULARLY THE CORONAVIRUS)

12.1 The parties agree that the agreed travel services will be provided by the respective service providers in compliance and accordance with the official requirements and obligations which apply at the time of travel.

12.2 The traveler agrees to observe reasonable rules and restrictions imposed by the service provider when using travel services and to inform the travel representative and service provider without delay if any typical symptoms of illness are experienced.

**ACCOMMODATION, CONFERENCE AND
TRAVEL SERVICE PROVIDERS ARE:**

DIE JUGENDHERBERGEN GEMEINNÜTZIGE GMBH

Bremen Local Court, HRB 21807 HB
Thorsten Richter (Managing Director)
Woltmershauser Allee 8
28199 Bremen
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Tel.: +49-421-59830-0
Fax: +49-421-59830-55
Mail: service.nordwesten@jugendherberge.de

DJH GEMEINSAM ARBEITEN GEMEINNÜTZIGE GMBH

Bremen District Court, HRB 27295 HB
Thorsten Richter (Managing Director)
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Mail: service.nordwesten@jugendherberge.de

JUGENDGÄSTEHAUS UND BILDUNGSZENTRUM BIELEFELD GGMBH (JBB GGMBH)

Bielefeld District court HRB 36446
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DJH JUGENDGÄSTEHAUS ADOLPH KOLPING GGMBH

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DJH LANDESVERBAND WESTFALEN-LIPPE GGMBH

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58093 Hagen
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Fax: +49-2331-9514-10
Mail: info@djh-wl.de

YOUTH HOSTEL RULES

Welcome to our world: The German Youth Hostel Association wishes you and all our guests a pleasant stay at our Youth Hostel, filled with great experiences!

Youth Hostels offer great opportunities to meet new people of every age group and from different cultural backgrounds. This also means that our guests have different habits, behaviours and needs. Keeping an open mind and being mutually respectful and tolerant are important values that have a special place in our hostels. We want all our guests to feel safe and relaxed – regardless of their sex or gender, their ethnicity, their religion or beliefs.

That is why Youth Hostels have house rules aimed at making sure all these different needs are met and everyone has an enjoyable stay. We kindly ask all our guests to observe these basic rules. Group leaders and teachers are responsible for their groups and their behaviour, and for making sure that everyone follows the Hostel Rules.

ARRIVAL

Guests with reservations can arrange their arrival time individually with the hostel management. Promised beds will be reserved until 6 p.m. Should they not have been claimed by then, they may be given to other guests.

If you have not made a reservation in advance, you can inquire about available beds by telephone, e-mail or directly at the Youth Hostel.

To stay at or make use of any other services offered by a Youth Hostel, you need to be a member of the German Youth Hostel Association (DJH) or the national youth hostel association of another country. Non-members who are German residents can sign up for membership directly at the Youth Hostel; foreign guests without membership are required to obtain an 'International Guest Card', which serves as a 12-month personal membership.

For more information on membership, to go: <https://www.jugendherberge.de/en/membership/>.

STAYING AT A YOUTH HOSTEL

In the spirit of community, we kindly ask you to be considerate of your fellow guests at all times.

Our guests are accommodated in single, double or shared bedrooms, depending on availability at each Youth Hostel. Shared bedrooms are usually separated by gender. Guests travelling together can be accommodated together upon request, subject to availability of rooms.

We kindly ask you for a helping hand during your stay. This means, for example, keeping the facilities, rooms and equipment that you use in good order or clearing away your own dishes after a meal.

The Youth Hostels are committed to environmental protection and nature conservation. We therefore kindly request that guests collect waste in accordance with local regulations or avoid waste all together, and be economical with their energy and water consumption.

Preparing food is prohibited in the bedrooms. For insurance, health and fire protection reasons, the use of electrical devices for the preparation of hot meals or beverages is not allowed in Youth Hostels.

Rechargeable batteries for electric devices or electric bicycles may only be charged using the designated outlets.

The interior of Youth Hostels is a non-smoking area.

Alcoholic beverages are not allowed in Youth Hostels and may neither be brought onto or consumed on the premises. Heavily intoxicated guests may be expelled.

Animals are generally not allowed in Youth Hostels. In some Youth Hostels, however, dogs may be allowed if agreed with the management. Service dogs are allowed to stay in any Youth Hostel by arrangement with the hostel management.

Youth Hostels are generally open until at least 10 p.m. Please inquire locally for the opening hours and access modalities (front door key, access code) at your Youth Hostel.

Quiet time begins at 10 p.m. and ends at 7 a.m. Please be considerate of fellow guests so as not to disturb their sleep.

DEPARTURE

As a rule, bedrooms must be vacated before 10 a.m.

Exceptions may be made by arrangement with the hostel management.

MANAGEMENT RIGHTS

The hostel management or its authorised agent represent the organisation that operates the Youth Hostel, and may exercise management rights on its behalf. This includes banning individuals from the property for the violation of Youth Hostel rules.

Items of clothing, symbols and marks, propaganda materials or speech that clearly represent extremist, discriminating or dehumanising views are not condoned in Youth Hostels. Such an occurrence is not a matter of discretion for the management; it will instruct offenders to cease the violating behaviour and exercise its management rights. We expressly reserve the right to further prosecution under criminal law.

A ban from Youth Hostel premises and its reasons are stated verbally.

These Youth Hostel Rules were adopted by the General Assembly on 12th November 2022 in Berlin.

DATA PRIVACY INFORMATION FOR YOUTH HOSTEL BOOKINGS

Data controller

Die Jugendherbergen gemeinnützige GmbH, Woltmershauser Allee 8, 28199 Bremen, telephone no.: +49-421-598-3050, e-mail: service.nordwesten@jugendherberge.de, is the data controller. Data is processed by the youth hostel where you have made a booking and by the data controller's administrative office.

Type, purpose and legal basis of data processing

We process the following personal data concerning you:

- Details of the person making the booking (name, address, e-mail address, telephone/cell number, DJH membership number);
- Details of persons traveling with the person making the booking (name, address, where applicable e-mail address, telephone/cell number, DJH membership number);
- Booking data (number and age of guests, booking period, details of board and accommodation arrangements);
- Bank account details where applicable;
- Where applicable details of our paid services (additional services such as bed linen or Wi-Fi; leisure activities) that you use during your stay.

The legal basis for processing the data in each case is Art. 6 (1) b GDPR (for the purpose of executing a contract or taking steps prior to entering into a contract).

If the contract is to be or has been entered into with a legal entity or an establishment (e.g. club, school, child daycare center, authority, company), the details of the contacts at the entity or establishment will be processed on the basis of Art. 6 (1) f GDPR. It is in our legitimate interest to process the data in order to execute the contract with the entity or establishment to which you belong.

We additionally process special categories of personal data (for example, information about a disability in order to provide a suitable room; information on allergies in order to prepare suitable meals). The legal basis for the processing of these data is Art. 9 (2) a GDPR (consent). Consent may be revoked with future effect at any time. The processing of the data up until the consent is revoked remains lawful.

We process your name and address in accordance with Art. 6 (1) f GDPR for the purpose of providing you with information via surface mail (based on our legitimate interest to advertise our services). You can object to the use of your data for advertising purposes at any time (using the contact details provided in the 'Your privacy rights' section).

If we receive your e-mail address in connection with a contractual relationship we use it to inform you about identical or similar products and services. It is in our legitimate interest to advertise in order to increase occupancy rates at our youth hostels. You can object to the use of your e-mail address for advertising purposes at any time (using the contact details provided in the 'Your privacy rights' section). You will not incur any costs in this connection, except for the usual transmission costs at the basic rates.

Transfer of personal data

We only transfer your data to third parties if we have the right to do so (e.g. if you have given your consent/to execute the contract/for a legitimate interest). If necessary, personal data will be transferred to companies involved in the execution/performance of this contract, e.g. banks for payment transactions; cooperation partners for the implementation of booked events.

External service providers who are strictly bound to comply with our instructions may be engaged to process data. Data processing contracts have been concluded with all of these service providers and we audit them on a regular basis.

Erasure of data

We erase your data when they are no longer necessary for the above-mentioned purposes and no statutory retention obligations apply (particularly obligations under the German VAT Act (UStG), German Commercial Code (HGB) and German Fiscal Code (AO)). Booking data have to be retained for 10 years, after which they are erased.

Your privacy rights

- Right to obtain information about the personal data concerning you that are being processed (Art. 15 GDPR), right to obtain the rectification of inaccurate personal data (Art. 16 GDPR), right to erasure (Art. 17 GDPR), right to restriction of processing (Art. 18 GDPR) and right to data portability (Art. 20 GDPR).
- Revocation of your consent if data are being processed on the basis of Art. 6 (1) a or Art. 9 (2) a GDPR. Please send your revocation notification to: service.nordwesten@jugendherberge.de
- Objections to the processing of personal data when the data are being processed on the basis of Art. 6 (1) f GDPR. Please send your objection to: service.nordwesten@jugendherberge.de
- Complaints to the supervisory authority: The State Data Protection and Freedom of Information Officer, Dr Imke Sommer, Arndtstrasse 1, 27570 Bremerhaven

Our Data Protection Officer (datenschutz nord GmbH) can be contacted at office@datenschutz-nord.de.

DATA PRIVACY INFORMATION FOR YOUTH HOSTEL BOOKINGS

Data controller

Deutsches Jugendherbergswerk Landesverband Westfalen-Lippe gemeinnützige GmbH, Eppenhauser Straße 65, 58093 Hagen, telephone no.: +49-2331-95140, e-mail: info@djh-wl.de, is the data controller. Data is processed by the youth hostel where you have made a booking and by the data controller's administrative office.

Type, purpose and legal basis of data processing

We process the following personal data concerning you:

- Details of the person making the booking (name, address, e-mail address, telephone/cell number, DJH membership number);
- Details of persons traveling with the person making the booking (name, address, where applicable e-mail address, telephone/cell number, DJH membership number);
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- Bank account details where applicable;
- Where applicable details of our paid services (additional services such as bed linen or Wi-Fi; leisure activities) that you use during your stay.

The legal basis for processing the data in each case is Art. 6 (1) b GDPR (for the purpose of executing a contract or taking steps prior to entering into a contract).

If the contract is to be or has been entered into with a legal entity or an establishment (e.g. club, school, child daycare center, authority, company), the details of the contacts at the entity or establishment will be processed on the basis of Art. 6 (1) f GDPR. It is in our legitimate interest to process the data in order to execute the contract with the entity or establishment to which you belong.

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- Objections to the processing of personal data when the data are being processed on the basis of Art. 6 (1) f GDPR. Please send your objection to: info@djh-wl.de
- Complaints to the supervisory authority: The State Data Protection and Freedom of Information Officer Nordrhein-Westfalen, Kavalleriestraße 2-4, 40102 Düsseldorf

Unseren Datenschutzbeauftragten (datenschutz nord GmbH) erreichen Sie über office@datenschutz-nord.de.