

**TERMS AND CONDITIONS FOR THE PROVISION OF ACCOMMODATION SERVICES FOR GROUP BOOKINGS  
OF THE GERMAN YOUTH HOSTELS REGIONAL ASSOCIATION BAVARIA**

Dear guests and Group Applicants of Youth Hostels in Bavaria,

The German Youth Hostel Regional Association Bavaria (**Deutsches Jugendherbergswerk Landesverband Bayern e.V.**) hereinafter referred to as "**DJHLv-B**" owns and operates Youth Hostels in Bavaria. The staff of **DJHLv-B** as well of its Youth Hostels – hereinafter referred to as „**YH** – shall use their best endeavours and experience, to make your group members' stay as pleasant as possible. To this end it is indispensable to conclude a clear and unambiguous agreement specifying the rights and obligations of the parties, i.e. yours as Group Applicant (hereinafter referred to a "**GA**") as well as those of your servicing **YH**, which shall be agreed upon on the basis of these Accommodation Terms and Conditions as specified hereunder. Provided and to the extent that they are concluded validly, your booking (if indeed placed by you) and the resulting contractual relationship between the **GA** and **DJHLv-B** shall be subject to these Accommodation Terms and Conditions. **Therefore, you are kindly requested to read same carefully before booking your accommodation service.**

**Kindly note that these Terms and Conditions - as far as validly agreed upon - shall also apply to accommodation contracts concluded in relation to youth hostels which are operated by independent entities that do not belong to DJHLv-B and which operate as commercial partners of DJHLv-B.** You can find the address details of such entities at the end of these Terms and Conditions. In relation to any client bookings being placed in youth hostels pertaining to such independent entities, any references to "**DJHLv-B**" shall make reference to the respective entity operating the youth hostel which the relevant client booking relates to.

**1. Application of the Terms and Conditions, Definition and status of Participants**

1.1. These Accommodation Terms and Conditions – to the extent same have been validly agreed upon - shall apply to accommodation booking of closed groups. A Group according to these Terms and Conditions are

a) any plurality of persons in relation to which the contract for the provision of accommodation services (in rooms or dormitories) or of other services within a **YH** is concluded with an institution, an association, a company or another legal entity. Such an entity shall hereinafter be referred to as Group Applicant (abbreviated "**GA**")

b) any plurality of persons which has no legal capacity but which, according to the Articles of **DJHLv-B** qualifies for a group membership and which in advertisements and offers is addressed as a group. In such cases the Group Applicant (**GA**) is the person acting on behalf of the group.

c) any plurality of persons, irrespective of the number of persons, its legal capacity or status, in relation to which the application of these Accommodation Terms and Conditions for Groups has been explicitly agreed upon. In such cases the Group Applicant (**GA**) is also the person acting on behalf of the group.

1.2. The person responsible for a group (abbreviated hereinafter as "**GR**") are the persons appointed and authorized by the **GA** which conduct the contractual negotiations in relation with **DJHLv-B** or which handle the placement of a booking on behalf of the **GA** or who are appointed by the **GA** to accompany the Group as responsible group leader (abbreviated hereinafter as "**GL**").

1.3. In relation to a booking placed by a **GA**, only the **GA**, not any of the participants or group members, shall enter in to the accommodation contract and be liable for due fulfilment of any payment duties subsequently arising towards **DJHLv-B**.

1.4. The participants as members of the group (abbreviated hereinafter as "**GP**") shall be beneficiaries in accordance with the legal principle of contracts concluded to the benefit of a third party, in relation to which the **GP** shall neither be entitled to claim fulfilment of the contractual services, especially accommodation services towards themselves as individual **GP** without the **GA**'s consent or involvement nor to amend the contractual agreements concluded with the **GA**.

**2. Pre-requisites for Provision of Accommodation Services and Admission to Youth Hostels**

2.1. In order for accommodation bookings to be accepted and admission to Youth Hostels to be granted it is imperative that a **GA** holds a group membership or a **GP** travels within a group which holds a group membership with the German Youth Hostel Association or any other member association of the International Youth Hostel Federation (**IYHF**). Proof of group membership is to be evidenced by the **GA** upon arrival and prior to admission of **GPs** to the **YH**. **DJHLv-B** shall be entitled to refuse admission to the **YH** as well as the provision of accommodation services until membership has been accordingly acquired or duly evidenced. If the **GA** fail to acquire or prove their membership until check-in at the **YH** despite **DJHLv-B**'s warning to refuse admission and provision of services thereby defining an adequate deadline for the **GA** to acquire membership which has expired, **DJHLv-B** shall be entitled to cancel its contractual agreement with the **GA** relating to the provision of accommodation services and charge the **GA** with cancellation fees in accordance with the provisions stipulated in clauses 8.6 to 8.11 of these Terms & Conditions.

2.2. Accommodation contracts shall be concluded in accordance with clause 3 below (conclusion of contracts) under the resolutive condition of the group membership being evidenced or purchased. This means that, if the **GA** fails to provide respective evidence, the **GA** may not claim the provision of accommodation services or other services to the **GPs**.

2.3. Further details as regards the prerequisites to such group membership may be inquired telephonically at +49 89 / 922098555, online at <https://www.bayern.jugendherberge.de/djh-mitgliedschaft>, or can be provided upon request by email or by fax.

2.4. Hence, without the **GA** having evidenced his group membership, the **GA** shall not be entitled to demand the provision of any accommodation services.

**3. Legal status of Youth Hostels; Conclusion of Contract; Agencies; Information given in Brochures and Directories; Differing Booking Confirmations, Non-binding Reservations; Physically Handicapped Guests; Booking Process**

3.1. None of the **YHs** operated by **DJHLv-B** are legally independent from **DJHLv-B**. To the extent, therefore, that the term "**YH**" is used within these conditions this shall technically refer to the **YH** booked and visited by the **GA** as a venue as well as legally, as far as not provided otherwise, to **DJHLv-B** as the **GA**'s contractual partner.

3.2. For all kinds of bookings the following shall apply:

a) Offers made by **DJHLv-Bs** and bookings consequently placed by **GA-s** shall be based on the descriptions as published on the internet as well as within advertisements and brochures published by **DJHLv-B** in relation to accommodation facilities as well as supplementary information (such as classification specifications e.g.) as provided and available to the **GA** at the time of his/her booking.

b) The members of the **YHs**' management shall act as **DJHLv-B**'s **contractual representatives** as regards conclusion, cancellation and rescission of contracts as well as all other concerns.

c) Travel agents and booking agencies have no authority whatsoever, neither to conclude agreements on behalf of **DJHLv-B**, nor to provide any information or representations which would in any way amend the accommodation contract or exceed the contractual services promised or which would in any way contradict the accommodation and service descriptions as provided.

d) Information as provided in brochures and similar directories, which have not been published by **DJHLv-B** or its Federal Association shall have no binding effect for **DJHLv-B** unless they have been explicitly agreed upon between **DJHLv-B** and **GA-s** as being part of **DJHLv-B**'s service obligations.

3.3. The **GA** transmit its interest to place a booking orally, in writing, by email or via the internet. Such expression of interest shall not be binding for the **GA** and shall for the basis of an offer provided by **DJHLv-B** in relation to which neither the **GA** nor **DJHLv-B** shall be bound.

3.4. If the **GA** communicated to **DJHLv-B** its agreement in relation to such offer, **DJHLv-B** shall provide to the **GA** a binding offer to conclude an accommodation contract by way of sending to the **GA** a written contract form as well as these Accommodation Terms and Conditions. This binding contract offer provided by **DJHLv-B** shall be made on the basis of the details made in relation to the offer as such, the description of the **YH** and the supplementary information as contained in the material the offer was based on (brochure, advertisement, internet description) to the extent same have been available to the **GAS** at the time of booking.

3.5. The accommodation contract is legally concluded by way of the **GA** accepting same without amendment, additions or other restrictions. The **GA** does so by signing and sealing the contract in the form as requested and sending same back to **DJHLv-B**. Upon receipt by **DJHLv-B** within the deadline provided in the offer, the contract shall be concluded.

3.6. If the **GA** accepts the offer by communicating amendments, additions or other restrictions in comparison to the offer provided by **DJHLv-B** no contract shall initially have been concluded as also provided by statutory

law. In such cases **DJHLv-B** shall act alternatively and at its sole discretion as follows:

- a) It informs the GA that in light of the amendments, additions or restrictions no contract has been concluded.
- b) If the amendments, additions or restrictions are acceptable for **DJHLv-B** it will submit to the GA a confirming message of acceptance. In such case the contract will be concluded on the basis of such amendments, additions or restrictions.
- c) **DJHLv-B** provides a new contract form which is sent to the GA. In such case the contract shall be concluded on the basis of the provisions in clause 3.4, if the GA, in accordance with such provisions, validly signs the contract and returns same to **DJHLv-B** within the deadline defined.
- d) If the booking confirmation communicated by **DJHLv-B** differs in any way from the booking placed by the GA, such confirmation shall constitute a new offer by **DJHLv-B**. The contractual relationship shall be concluded on the basis of this new offer provided the GA accepts same, be it by way of expressly agreeing to same or tacitly, by way of the GA effecting any advance and/or residual payments in relation to such new offer, or by way of the GA consuming the respectively relevant travel services.
- e) Non-binding reservations (options) which would entitle the GA to revoke a booking free of charge shall be strictly subject to an explicit agreement between **DJHLv-B** and the GA. To the extent such a non-binding reservation has not been explicitly agreed upon, a booking shall generally result in a binding accommodation contract in accordance with the provisions of Sections 3.5 and 3.6 of these Terms and Conditions. If an option has been agreed upon in writing, the GA shall be obliged to, within the period defined, communicate to **DJHLv-B** that the option is to be converted into a binding booking. If the GA fails to do so within the period defined, the option shall expire without any further obligation on the part of **DJHLv-B** to inform the GA accordingly. If such conversion of an option into a binding booking has been duly communicated by the GA within the time specified, the accommodation contract shall be concluded immediately upon such time without any further booking confirmation by **DJHLv-B** becoming necessary in this concern.

f) In accordance with the applicable obligations as provided by law, the GA is herewith duly informed that pursuant to the relevant legislative provisions (as stipulated in section 312g paragraph 2 sentence 1 No. 9 of the German Civil Code) the GA shall have no right to object to the conclusion of a contractual relationship concluded for the purposes of providing accommodation services, that has been concluded remotely (i.e. by way of letter, brochure, telephone, facsimile, email, via text messages as well as by way of broadcasting services via radio or TV). Agreements about varying participant numbers or dates until which the number of participants must be finally and bindingly communicated shall remain unaffected by the aforementioned provision.

3.7. In relation to accommodation contracts which provide for a provision of services to **GP-s affected by health impediments, physical handicaps or mobility restrictions**, the following shall apply:

- a) **DJHLv-B** shall endeavour to admit persons accordingly affected subject to availability of respective capacities. In this regard, however, **DJHLv-B** urgently requests GA-s to provide detailed information as regards the number of persons accordingly affected, the nature and extent of the participant's impediments in order to determine whether a stay in the **YH** as requested will be possible and whether respective booking can be confirmed accordingly.
- b) The GA **shall not be obliged in any way** to provide such information. If, however, the GA prefers to not provide such information or if this transpires correspondingly from the information provided and the GA's booking is subsequently confirmed, **DJHLv-B** shall bear no obligation or responsibility whatsoever in relation to any deficiencies or inconveniences consequently resulting for the GP due to circumstances which were unknown to or which could not have been anticipated by **DJHLv-B**.
- c) If, on the basis of the information provided by a GA it becomes apparent that the accommodation or substantial facilities of the **YH** are not entirely suitable, **DJHLv-B** or the **YH** shall contact the GA, in order to clarify the possibilities of nonetheless accommodating the GP or accepting the booking despite the difficulties and inconveniences anticipated.
- d) **DJHLv-B/the YH** will, in accordance with the relevant statutory legal provisions wholly or in relation to a certain number of persons reject the acceptance of such bookings only if, on the basis of the information provided, for objective reasons the GP' accommodation cannot be reasonably provided, due to the accommodation or its facilities not being suitable in order to cater for the GP's special requirements.

3.8. All offers provided by **DJHLv-B/the YH** on the basis of respective requests (especially in relation to the nature and number of available accommodations, prices and additional services) shall generally be understood as non-binding information as regards availabilities and shall under no circumstances whatsoever constitute binding contractual offers.

3.9. **With respect to bookings placed by telephone, in writing, by email**

**or facsimile, the following shall apply:**

a) By way of placing a booking a GA - **in a contractually binding manner** - furnishes an offer to **DHJLVt** to enter into a contractual relationship for the provision of accommodation services. The GA shall be bound by such offer for a period of 7 working days (not including Saturdays), unless - especially in relation to bookings placed telephonically - this has not been agreed otherwise between the parties. **DJHLv-B** remains free to decide whether to accept the GA's respective offer or not.

b) The contractual relationship is concluded upon receipt by the GA of **DJHLv-B's/the YH's** acceptance given by way of a booking confirmation, either in writing, by fax or by email.

3.10. **Bookings which are placed orally** by a GA and which in turn are confirmed also orally by **DJHLv-B/the YH**, shall always constitute a binding and legally valid contractual relationship on the basis of these Terms and Conditions, provided however same have been duly made available to the GA in such a manner - e.g. by way of a bulletin displayed at the reception - that the GA has been reasonably able to acknowledge same. The **YH** may request the GA to complete a booking form in writing and/or the GA's confirmation of agreement with these Terms and Conditions in writing or by way of the GA placing a cross on such form.

3.11. In relation to **bookings which are generated by way of an online booking process**, the following shall apply:

a) The GA is instructed about the relevant online booking procedure on **DJHLv-B's** website. In order to correct, delete or reset the entire online booking form, various functions shall be available to the GA which the GA shall be informed and instructed about online. The relevant contract languages in which contracts may be concluded are mentioned on **DJHLv-B's** website.

b) If the contracts content is saved by **DJHLv-B** within the online booking system, the GA shall be informed about such saving mechanism and the possibility to retrieve such contents from the system.

c) By activating the button "**zahlungspflichtig buchen**" ("binding booking resulting in a payment duty") the GA furnishes to **DJHLv-B** an offer to conclude a contractual relationship regarding the provision of accommodation services to which the GA shall be bound for a period of 7 working days as of sending the electronic offer. The GA will, without undue delay, receive an electronic booking confirmation.

d) Transmitting an offer by way of activating the button "zahlungspflichtig buchen" **shall not entitle the GA to any rights regarding the conclusion of a contractual relationship**.

#### **4. Services and Service Amendments / Meetings and Seminars**

4.1. The booking confirmation as well as the published information regarding the accommodation facilities and **DJHLv-B's** services as well as any individual agreements possibly made between the GA and **DJHLv-B** shall be the sole basis for defining the scope of services due to be performed by **DJHLv-B**. The GA is advised, to make individual agreements in writing.

4.2. The GA shall not be entitled to be allocated specific rooms for the GPs, any specific position of the rooms of GPs or the placement of the rooms of some GPs next to or near the rooms of other GPs unless specifically agreed otherwise between the parties. As regards the allocation and position of beds the aforementioned shall apply analogically.

a) Room lists and allocation plans provided by the GA or the GL shall only be binding for **DJHLv-B** if this has been explicitly agreed and if such lists and plans have been submitted to **DJHLv-B** in a timely fashion either in writing or by email.

b) The **YH** reserves the right, to at any time (also upon the group's arrival) change allocation plans and room lists without the GA's or GL's consent if the number or composition of GPs (also in relation to ages and sexes) has changed in comparison to what had been agreed originally or provided in the plans originally submitted. Moreover, the **YH** shall be entitled to change allocation plans and room lists if this is unavoidable due to factual reasons, especially in case of damages caused by natural hazards, necessary repairs which cannot be procrastinated or other reasons.

4.3. GPs shall not be entitled to any specific size and equipment or any specific facilities in relation to the accommodation allocated to the GPs unless specifically agreed otherwise between the parties or unless the information on the basis of which the binding offer has been placed does not provide for such size or equipment or facility.

4.4. **DJHLv-B/the YH** shall not be obliged to provide additional services which go beyond the mere provision of accommodation services, unless this is specifically provided within the information on the basis of which the booking has been placed or has been explicitly agreed by the parties. This shall especially apply in relation to granting the GA access to special leisure facilities as well as for victualing, transport as well as any assistance and supervision services.

4.5. As regards facilities, offers, equipment and other services in relation

to which the information provided by the YH specifically mentions **seasonal restrictions** as to the availability of such services the GPs shall only be entitled to the provision of such services within the scope of such communicated restrictions. This applies especially with regards to information advertised by the YH on the internet or within brochures of the YH.

**4.6.** To the extent that **GP-s affected by health impediments, physical handicaps or mobility restrictions** are admitted as guests to the YH the GPs shall not be entitled to any creation or sustention of any properties, functionalities, facilities or circumstances required for a GP or requested by the GA, unless this has not been explicitly agreed. **Likewise, special services regarding care or supervision** for GPs accordingly affected shall only be provided subject to prior explicit agreement or if such services have been advertised accordingly and the booking was placed on the basis of such advertisement. Any relevant statutory provisions in this regard shall remain unaffected by the aforementioned provisions.

**4.7.** As regards the YH's contractual obligations in relation to minors, reference is made to section 6 below.

**4.8.** As regards the provision of meeting and seminar services such services shall contain the provision of meeting and seminar rooms according to the numbers, sizes, duration and equipment agreed upon, including explicitly agreed technical and other equipment. Without explicit agreement, **DJHLv-B** shall have no obligation whatsoever in relation to the provision of any technical equipment (e.g. amplifier, beamer, screen) or of any certain kind of seating or of material such as paper and pens.

## 5. Prices and Price Increases

**5.1.** The prices as agreed upon between the GA and the YH shall apply.

**5.2.** If at the time of booking, the prices for the period in which the booking falls have not yet been determined, the prices which **DJHLv-B** defines subsequently shall apply, however within the limits of section 315 of the German Civil Code. In the event of an increase exceeding 5% of the price applicable at the time of booking (in relation to the agreed booking period and scope of service), the GA shall be entitled to cancel the booking without any charges becoming due. **DJHLv-B** shall be obliged to inform the GA accordingly without undue delay upon **DJHLv-B** learning of such increase. The GA shall assert his right to cancellation (if any) towards **DJHLv-B** within two weeks upon due receipt of the information provided by **DJHLv-B** regarding the increase and the GA's right to cancellation.

**5.3.** In accordance with the below provisions, free of charge accommodation will exclusively be granted to schools only unless explicitly agreed otherwise:

**a)** In relation to class/school trips with a minimum of 22 participants, of which at least 20 pay, with at least four overnight full board accommodation stays, 2 participants shall be allowed free of charge.

**b)** Provided the pre-requisites as defined in section 5.3 a) are met, free of charge accommodation will always be granted subject to a resolute condition. The corresponding credit note will only be provided within the scope of the final payment and will only be taken into account at that time. Pre-payments are to be placed without taking into account any free of charge accommodation.

**c)** In the event of occurrence of any changes in relation to the preconditions defined in section 5.3 a) in relation to granting free of charge accommodation which **DJHLv-B** is not responsible for, especially in the event of the number of GPs decreasing, cancellation or rescission by the GA or the GPs, so that on the basis of the factual number of participants such preconditions are not met anymore, there shall be no right for the provision of free of charge accommodation.

**5.4.** Unless explicitly agreed otherwise, **DJHLv-B** reserves the right to, in accordance with the provisions hereunder, amend the accommodation price.

**a)** Prices may be increased by a maximum of 10% of the contractually agreed accommodation price in the following events:

- Any increase of utility costs (water, electricity, gas, heating)
- Any increase of staff costs
- In the event of any taxes or levies being introduced, if same affect the agreed accommodation price.

**5.5.** Any increase of accommodation prices shall only be admissible if there has been a period of more than 4 months between concluding the contractual relationship and commencement of the accommodation service and if the circumstances leading to such increase were neither known at the time of conclusion nor foreseeable. **DJHLv-B** shall be obliged to inform the GA accordingly without undue delay upon **DJHLv-B** learning of the reasons giving rise to a price increase, moreover, **DJHLv-B** shall assert such increase and provide evidence as to the reasons of same.

**5.6.** In the event of an increase exceeding 5% of the price applicable at the time of booking (in relation to the agreed booking period and scope of service), the GA shall be entitled to cancel the booking without any charges becoming due. Such cancellation shall not be subject to any formal requirements and shall be communicated by the GA without undue delay upon due receipt of **DJHLv-B**'s claim regarding the increase. The GA is

advised to provide the cancellation in writing or by email.

## 6. Minors

**6.1. Unaccompanied minors below the age of 14 years** shall not be admitted to the YH. Their admission to the YH shall be subject to a person of full age accompanying them, provided such person has been duly authorised to care for them. No written approval by custodians whatsoever, who are not admitted as guests to the YH simultaneously together with the child shall suffice to have **DJHLv-B** admit the child. **Unaccompanied minors of at least 14 years of age** have a limited right of admission. They shall be admitted to **DJHLv-B**'s YH however, subject to the following conditions, even if they are not accompanied, by a person of full age who has been duly authorised to care for them, however, subject to the following conditions. Their Admission shall be subject to the minor providing a valid ID document or passport as well as the Custodian's Approval Form which must be duly completed and signed by the minor's custodians. It is imperative that the Custodian's Approval Form is provided in a manner identical to the template forms published by **DJHLv-B** at <https://www.jugendherberge.de/elternerklaerung>. Any other approval documents issued and signed by the minor's custodian shall not be accepted, even if they have been issued in a legally valid way.

**6.2. Unaccompanied minors of at least 14 years of age and older** shall be accommodated strictly by way of separating sexes. A mixed accommodation is possible subject to written approval by the relevant custodians which must be presented in original writing (no SMS, no fax no email shall be admissible) to the YH's management upon arrival. The aforementioned provision shall not apply in relation to minors in accordance with section 5.1 who are only accommodated together with their custodians or the person duly authorised to care for them.

**6.3.** In relation to accompanied or unaccompanied minors, the YH shall assume no obligation whatsoever to supervise such minors unless this has been explicitly agreed otherwise. Such obligation of supervision shall solely be borne by the GL that has been appointed by the GA.

**6.4.** As a contractual main duty, the GA shall be obliged to appoint an adequate number of suitably qualified GLs to supervise and care for the GPs. The GA shall be obliged to inform **DJHLv-B** latest two weeks prior to the performance of accommodation services commencing about the GL's name, address, occupation, landline and mobile telephone number. In the event of any changes in relation to such persons, the corresponding data is to be notified to **DJHLv-B** without undue delay.

**6.5.** If within the course of activities at the YH the GA's group of a is divided into different smaller groups, if a part of the GPs or single GPs remain in the YH while the others pursue other activities or if minor GPs are allowed to pursue activities on their own, the following shall apply:

**a)** The GA shall be obliged to ensure that the corresponding small groups shall be supervised by an adequately qualified adult person.

**b)** If minor GPs are allowed to pursue activities unsupervised, the GA shall see to it that corresponding parental or custodian consents shall be obtained prior to the arrival at the YH and duly evidences to the YH.

**6.6.** The GL's shall solely bear the entire duty of supervision in relation to minor GPs. This includes the instruction, control and supervision as well as, if necessary, warning GPs and taking any concrete supervisory measures. The GL shall especially be obliged to inform minor GPs as regards the local circumstances and possible sources of danger, as well as about general or specific instructions and prohibitions of the YH's management (including the published house rules). Moreover, the GP shall ensure that GPs shall accordingly act compliantly.

**6.7.** Only adult persons of legal age may be appointed to act as GLs.

**6.8. DJHLv-B**, the YH's management or any person appointed by them are authorised to direct legally binding declarations of any kind on behalf of the **DJHLv-B** and the GA to the GL, including especially, warnings, admonitions, cancellations, instructions to act in compliance with the house rules or any other declarations of legal effect.

**6.9.** If a GL, in relation to its person, qualification or behaviour proves deficient, especially in relation to any disturbances of domestic peace, violation of the house rules, damages to property, the committing of crimes and similar occurrences consequently arising, **DJHLv-B**, the YH's management or any person appointed by them shall be entitled to demand from the GA that the GL is either replaced or supported by additional GLs.

## 7. Payments and Booking Amendments

**7.1.** To the extent that local YHs collect GA payments, they do so as duly authorised collection agents of **DJHLv-B** and shall be bound to the below provisions defining rights and duties. Such provisions shall hence also apply to the YHs acting as **DJHLv-B**'s collection agents and authorised representatives.

**7.2.** All obligations of payment shall apply directly to the GA as **DJHLv-B**'s

contractual client, irrespective of whether the GA is internally reimbursed by its GPs for their participation as regards the stay at the YH and the utilization of services by them.

7.3. The due date for payments (prepayment and residual balance payment) shall be defined by the individual agreement as reached with the GA and as accordingly mentioned in the binding offer. If no special agreement has been reached in this regard, a pre-payment of at least 50% of the total accommodation price is to be effected at least four weeks prior to accommodation services commencing (including all payments due in consideration of ancillary costs and additional services). The residual balance shall become due for payment to the relevant YH upon arrival of the group. The payment must be made before the group will be granted access to rooms and dormitories and before the commencement of any services. In individual cases, subject to an explicit agreement to this effect, it may be agreed that the entire accommodation payment is to be effected prior to the group's arrival.

7.4. Unless agreed otherwise, GA-s resident in foreign countries shall pay the total accommodation price (including all payments due in consideration of ancillary costs and additional services) upon receipt of the booking confirmation (without any prior prepayments) latest until 6 weeks prior to commencement of the booked accommodation service. Bookings that are placed later than 6 weeks prior to commencement of the booked accommodation service shall be payable in total without undue delay upon conclusion of the accommodation contract and it is essential that such payments are effected prior to arrival of the group.

7.5. All payments, specifically payments from abroad, shall generally be payable without the deduction of transfer fees or costs to the recipient of the payment. Payment in foreign currency and by collection-only cheques is not possible. Payment by credit card is possible in many YHs however there is no legal right to payment by credit card.

7.6. Provided **DJHLv-B** is prepared or able to perform the booked services and the GA holds no right of retention - provided by law or contractually - in relation to payments due to **DJHLv-B** the following shall apply:

a) Without due payment of any deposit payment or pre-payment agreed the GA shall not be entitled to the allocation of accommodation and performance of other services.

b) If the GA fails to perform such prepayment amount in full within the period accordingly defined, **DJHLv-B** shall be entitled to cancel the contractual relationship with the GA and demand cancellation fees pursuant to the provisions of Section 7 hereunder.

Once an accommodation contract has been concluded, the GA shall have no right to claim amendment time of arrival or departure or the commencement and end of performance of accommodation services, the type of room, the type of meals, the period of stay, additional services or other contractual services (amendment of booking). If an amendment of booking is applied in accordance with the GA's request **DJHLv-B** shall be entitled to charge a booking amendment fee in the amount € 50,- per GA affected by such requested change. Any requests for the application of booking amendments later than 6 weeks prior to the performance of accommodation services commencing, provided such amendment are possible at all, may only be claimed by way of the GA cancelling the original booking in accordance with the provisions of section 8 below while simultaneously placing a new booking. This shall not apply in relation to amendment requests which give rise only to minor costs. **As regards any changes in relation to the number of participating GPs, types of beds/rooms, of categories or in relation to victualing, which had been agreed with the GA from the beginning, fees for amendments shall not be incurred if such amendments are made by the GA within the periods contractually defined.**

## 8. Cancellations and No-Shows

8.1. The GA is advised that there is no general legal right to cancel accommodation contracts. **DJHLv-B**, however, grants a contractual right to cancel the accommodation contract in accordance with the below provisions:

8.2. Cancellation shall be possible at any time up to commencement of the performance of accommodation services. In order to avoid misunderstandings, GAs are advised to notify **DJHLv-B** accordingly by way of a written notice of cancellation. Such notice is to be directed to the YH. The GA shall be entitled to cancel the accommodation contract free of any cancellation charges until 2 months prior to commencement of the booked accommodation service. The timeliness of such notice shall be subject to due receipt by the YH. In case the contract is cancelled later than 2 months prior to commencement of the booked accommodation service, **DJHLv-B** shall remain entitled to full payment of the accommodation price, including victualing fees as well as fees for additional services booked by the GA. This shall not apply in the event of the GA requesting a one-time decrease of participants resulting in less than 10% fewer beds or rooms being used eventually compared to the number originally booked, in which case no

cancellation fees shall be incurred.

8.3. **DJHLv-B** shall, within the course of its ordinary business apply reasonable endeavours to allocate the GA's unused accommodation services to another party but shall not be obliged to apply extraordinary efforts in this respect, taking into consideration also the specific room type (family/group room) in each case.

8.4. All proceeds collected by **DJHLv-B** by way of re-allocating the cancelled accommodation service to another party shall be deducted and in cases where such a re-allocation has not been possible all costs which have remained unexpended shall be deducted.

8.5. If for reasonable reasons, especially belated cancellation or cancellation at short notice by the GA, or a group's failure to appear at the YH without prior cancellation or for capacity reasons, in case of any bad booking situation, unfavourable weather conditions or similar reasons, **DJHLv-B** shall be entitled to offer the capacities and services booked by the GA to third parties, also at less expensive prices than the ones agreed with the GA. In such case only the accordingly lower revenues shall be deducted.

8.6. If the GA fails to make use of his agreed cancellation right according to section 8.2 above or cancels later than within the agreed period of free cancellation and, subsequently the GA cancels later or fails to appear at the time of the accommodation service commencing, the GA will be charged a cancellation fee according to the percentages set out here below which are judicially recognised and provided by the provisions of section 537 of the German Civil Code with respect to the valuation of costs remaining unexpended by **DJHLv-B** in case of non-utilization of an accommodation booking. The below percentages refer to the total accommodation price including all applicable surcharges, however excluding possibly applicable local tourist or guest taxes:

|   |     |
|---|-----|
| ■ Accommodation only                                  | 90% |
| ■ Accommodation including breakfast                   | 80% |
| ■ Accommodation including breakfast, lunch or supper  | 70% |
| ■ Accommodation including breakfast, lunch and supper | 60% |

8.7. The GA explicitly retains the right to positively prove that costs which have remained unexpended by **DJHLv-B** were significantly higher than the deductions made according to the percentages set out above or that the booked accommodation service or other booked services have been re-allocated by **DJHLv-B** to another party. In such cases the GA shall only be obliged to pay an accordingly reduced amount.

8.8. The aforementioned provisions shall apply analogically if the GA or its GPs terminate their stay for reasons which lie in their person (section 537 paragraph 1 sentence 1 of the German Civil Code). Any warranty rights of the GA or the GPs shall remain unaffected by this.

8.9. The GA is urgently recommended to take out travel cancellation insurance.

8.10. If variable GP numbers and/or beds or rooms have been agreed with the GA, the GA shall be obliged to notify the YH by the agreed point of time about the final number of participants, beds/rooms. If the GA fails to do so or fails to do so on time, the GA shall be entitled to claim the payment according to sections 8.6. to 8.8.

8.11. In relation to the cancellation of meeting and seminar services the following shall apply:

a) The right to cancel free of charge in accordance with section 8.2 above shall also apply in relation to meeting and seminar services (i.e. the provision of seminar rooms, technical equipment and catering services). Accordingly, the provision stipulated in section 8.10 in relation to changes in the number of participants shall apply analogically in relation to seminar and meeting services.

b) If the provision of meeting and seminar services include the provision of rooms, catering (lunch, tea breaks and snacks) and possibly other services the cancellation costs shall irrespective of the kind and extent of seminar services, 80% of the agreed total price in relation to all agreed services, even if these are mentioned separately in the contract.

c) If in addition to meeting and seminar services, accommodation services for participants and presenters or other assisting or participating persons have been agreed, the cancellation costs, contrary to section 8.6 of these Terms and Conditions, shall be 80% of the total price for all services, i.e. the meeting and seminar services, the catering services, any additional services as well as accommodation services.

d) The GA's rights to prove the existence of higher unexpended costs and/or any provision of unused services towards third parties or alternative revenues in accordance with section 8.7. shall analogically apply also in relation to cancellation costs for meeting and seminar services.



8.12. The GA shall not be entitled to any specific time of allocation of accommodations or performance of other services to its GPs. Also, there shall be no right to use rooms or the accommodation facility up to a specific time on the day of departure.

8.13. Unless an individual agreement has been made, the times for utilising accommodation services on arrival day and vacating rooms on the day of departure shall be defined by the details provided in relation to each YH as specified in the booking confirmation.

8.14. The GA shall arrive at the YH and vacate his room at the times accordingly specified or agreed.

8.15. For later arrivals, the following shall apply:

a) The GA or the GL will inform the YH if the GA/GL expect the group or single GPs to arrive late or, in relation to stays of more than one day, if the group or single GPs choose to arrive the day following the booked arrival.

b) If the GA/GL fails to duly notify the YH of a group's delayed arrival, the YH shall be entitled to allocate the group's room to another party. In cases where the YH cannot allocate a room to another party the provision of section 8 hereunder relating to cancellation and no-show bookings shall apply accordingly.

c) If the GA/GL notifies the YH about their group's late arrival, the GA shall pay the unused accommodation services less a deduction which takes into consideration all costs which have remained unexpended as a result unless by contract or law, DJHLv-B is responsible for the group's late arrival at the accommodation facility.

8.16. On departure day, the GA shall vacate the room at the time agreed upon by the parties. If a GA's group or GPs fail to vacate their rooms within the times agreed, DJHLv-B shall be entitled to charge additional fees. Moreover, DJHLv-B reserves the right to claim compensation of damages exceeding such additional room charges.

## 9. Obligations; Cancellation by the GA

9.1. In relation to the obligations provided hereunder the GA in his capacity as representative of its GPs guarantees their compliance with the provisions. The GA shall be obliged to make corresponding binding agreement with its GPs and instruct them in a binding manner, so that the GPs' compliance with the below provisions shall be ensured:

9.2. The GA, the GPs and the GLs shall be obliged to comply with any facility rules and conditions notified to the GA or in relation to which the GA has been given reasonable opportunity to acknowledge same by way of consulting rules which are displayed. Parents, other legal guardians, custodians or other accompanying adult persons of minors shall ensure that such rules shall be duly obeyed by them. In this respect, they will be liable in accordance with their contractual or statutory legal duty of care for and custody

9.3. The house rules provide rules for rest times at night which is usually between 10 p.m. and 7 a.m. The GPs shall be obliged to inform themselves about individual regulations concerning night rest times and the rules accordingly applying locally. Any exceptions to the night time rest rules are strictly subject to consent by the YH's management.

9.4. GPs shall be obliged to use the accommodation facility only in accordance with its purpose, the accordingly applicable rules and reasonable care.

9.5. Smoking is prohibited in all YHs of DJHLv-B, within buildings as well as all over the outside facility and amenities.

9.6. The consumption of alcoholic beverages introduced by GPs as well as the introduction of alcoholic beverages as such is not allowed in all YHs of DJHLv-B. Within the limits of the statutory law pertaining to the protection of juveniles it is only allowed to consume alcoholic beverages purchased at the YH.

9.7. The GL/GPs shall be obliged to examine the accommodations and its facilities once the group has been allocated same and to notify the YH's management about any deficiencies or defects. This obligation also applies with respect to deficiencies or defects which in the eyes of the GL/GPs are not viewed as a disturbance, if with respect to allocating such damages as regards the time of their occurrence and responsibility it is reasonably obvious to the GL/GPs that the group's responsibility for such damages (or that of its predecessor) may be in question.

9.8. The GL/GPs shall be obliged to notify the YH's management of any deficiencies or disturbances and demand remedy of same. In case of any deficiencies or disturbances re-occurring or if the measures taken by the YH's management have failed to remedy such deficiencies or disturbances, the GL/GPs remain obliged to again notify the YH's management accordingly. If the GL/GPs fail to do so, this may result in the GA's claims being rejected completely or in part at a later stage.

9.9. The GA shall only be entitled to cancel an accommodation service for

reasons of default, in cases of material defaults. Prior to such a cancellation, the GA or GPs shall be obliged to first demand removal or remedy setting a reasonable period for such removal. This shall not apply if such removal is factually impossible or has already been rejected by the YH's management or the GA's immediate cancellation is to be deemed reasonable, given the GA's/the GP's particular (and for the YH's recognisable) interests or if the GA/GP for such reasons cannot reasonably be expected to continue using the accommodation services.

9.10. As a rule, pets are not allowed.

9.11. The YH's management or the respectively authorized representative person exercises DJHLv-B right to maintain order in the YH. They are authorized to call GPs to order exercise extraordinary cancellations, express house and facility bans and to - as DJHLv-B's duly authorised legal representatives - make any assertions and declarations as well as to receive same on behalf of DJHLv-B. In person this shall apply to the YH's manager and all staff authorized by her/him.

## 10. Rescission and Cancellation by DJHLv-B

10.1. DJHLv-B shall be entitled to cancel the accommodation contract subsequently to the performance of accommodation services commencing, if the GPs despite YH's explicit warning,

a) repeatedly violate the house rules,

b) continually disturb domestic peace, other guests, the YH's management or other third parties,

c) jeopardize the YH's safety as well as that of its facilities, the safety of other guests and that of the YH's management,

d) wilfully or negligently damage or improperly use the YH's inventory, facilities and amenities including outside property and any cultivated plants and facilities on the premises,

e) violate the no smoking or the no alcohol rule,

f) behave in a way which justifies summary cancellation of the accommodation agreement,

10.2. A warning will not be necessary prior to summary cancellation, if the violation of duty committed by the GA/the GPs is so material, that the summary cancellation is justified, especially with regards to the interests of other guests and general safety (regarding the latter especially in the event of the GA/GPs committing a crime).

10.3. DJHLv-B shall be entitled to cancel the accommodation contract prior to the performance of accommodation services commencing if a GP or GL may be reasonably and concretely expected to behave in a way which would justify DJHLv-B to summarily cancel the accommodation contract in accordance with section 10.1 above.

10.4. DJHLv-B shall be entitled to rescind the accommodation contract prior to the performance of accommodation services commencing or cancel same while accommodation services are being performed if the GA provides false or untrue information in relation to its status as a legal entity as an association or company or objective, or the status of its GL, its membership according to section 1 above, the reason or purpose of the booking or in relation to other material circumstances, provided DJHLv-B would have been entitled to reject the booking for factual or statutory reasons.

10.5. In the event of DJHLv-B's cancellation or rescission, it shall retain its right to the accommodation charge. Unexpended costs as well as any profits gained due to selling the unused accommodation services otherwise shall, however, be deducted. The provisions of section 8 shall apply analogically.

10.6. DJHLv-B shall be entitled to cancel the accommodation contract, if for objective reasons which are beyond DJHLv-B's scope of responsibility, the performance and especially the GA's stay becomes impossible, or is materially aggravated, jeopardized or disturbed. This applies especially in the event of natural hazards, official constraints or closures, natural events, illness, epidemics or other events of force majeure occurring. DJHLv-B shall have the duty to inform GA-s without undue delay upon learning of such circumstances which justify the cancellation about same as well as about the cancellation itself. In such event, any payments made by the GA shall be reimbursed to the GA without undue delay. The GA shall, however, not be entitled to any further claims.

## 11. Limitation of Liability

11.1. DJHLv-B's liability pertaining to the performance of accommodation services pursuant to section 536a of the German Civil Code for damages which do not result in death or bodily injuries shall be excluded in all cases, unless damages have been caused directly by gross negligence or wilful acts or omissions committed by DJHLv-B or its legal representatives or persons assisting DJHLv-B in performing his contractual obligations such as DJHLv-B's employees, suppliers or subcontractors.

11.2. DJHLv-B's potential liability pursuant to sections 701 and provisions

consecutively following such section of the German Civil Code in relation to damages caused to objects introduced by a GA remains unaffected by this provision.

**11.3. DJHLv-B** shall not be liable deficiencies or defaults in relation to services which are recognisably provided by third party providers during the GA's, GPs', GL's stay and which have merely been (recognisably) sold to the GA, the GPs, the GL by **DJHLv-B** acting as a third party's agent (e.g. excursions, entrance tickets, transport services, sports events, theater performances, exhibitions etc.). The same applies in relation to third party services which have been brokered by **DJHLv-B** already on the occasion of the GA's booking, provided that such services have been explicitly indicated as third party services.

**11.4.** In cases where the GA, GPs, GLs are provided with parking space in the YH's garage or parking lot, even if such parking is charged with a fee, this shall under no circumstances constitute any contractual duty of safe-keeping. There shall be no duty to for the YH to guard vehicles. In the event of theft or damage of vehicles which are parked or being moved on the YH's premises of the YH or of their contents or of bicycles, the YH shall not be liable, provided the YH, its legal representatives or vicarious agents have not acted wilfully or negligently.

## 12. Special Obligations on the part of the GA and the GL

**12.1.** The GL, in case of more than one GL at least one of them shall be obliged to be continually (i.e. during the entire night/sleep time of the group) present at the YH.

**12.2.** The GA shall be responsible that all relevant statutory regulations, especially juvenile protection provisions in relation to its group's stay at the YH shall be met and shall instruct the GL's accordingly.

**12.3.** The GA is informed that the combination of accommodation and other services with other services, especially transport services organized by the GA may lead to such services in relation to its GPs may be deemed to constitute a travel package according to the statutory provisions of section 651a of the German Civil Code. It lies in the sole responsibility of the GA to make the necessary legal examinations in this respect and to act compliantly with the corresponding statutory and judiciary provisions. **DJHLv-B** is neither entitled, let alone obliged to provide any legal consultancy in this regard.

**12.4.** The GA shall refrain from providing information to its GPs, provide guarantees or promise services which go beyond what has been agreed with **DJHLv-B** or contradict such agreements.

**12.5.** Neither the GA nor the GL have any right to instruct the YH's management or other staff.

**12.6.** The GA is informed that the contractual services provided by **DJHLv-B** shall not contain any insurances to the benefit of GPs or GLs unless explicitly agreed otherwise. Especially neither travel cancellation insurance nor travel interruption insurance nor any liability coverage for damages caused by the GA or the GL or by the GPs has been taken out as part of **DJHLv-B**'s services.

## 13. Statute of Limitations

**13.1.** Contractual compensation claims of the GA due to bodily injuries, death or illness, including compensation for pain and suffering, towards **DJHLv-B** (pertaining to accommodation agreements) or towards **DJHLv-B** (in relation to its agent services) which arise as a consequence of negligent or wilful breaches of contractual obligations committed by the YH or **DJHLv-B** or any of their legal representatives or persons assisting the YH or **DJHLv-B** in performing their respective contractual obligations such as employees, suppliers or subcontractors are subject to a limitation period of three years. The same shall apply in relation to claims for compensation of other damages which arise as a consequence of reckless or wilful breaches of contractual obligations committed by the YH or **DJHLv-B** or any of their legal representatives or persons assisting the YH or **DJHLv-B** in performing their respective contractual obligations such as employees, suppliers or subcontractors.

**13.2.** All other contractual claims are subject to a period of limitation of one year only. If the last day of such limitation period is a Sunday, Saturday or an official state wide public holiday at the place where the claim is to be made, the period ends on the next working week day following immediately after such days.

**13.3.** Periods of limitation each commence at the end of the calendar year in which a claim arises and in which the GA becomes aware of or may be reasonably expected to become aware of facts which constitute such claim.

**13.4.** In the event of any negotiations pending between GA-s and the YH or **DJHLv-B** in relation to claims or facts potentially constituting a claim the limitation of such claims shall be suspended until the GA or **DJHLv-B** or **DJHLv-B** refuse to continue such negotiations. The aforementioned period of limitation of one year shall not commence earlier than three years following the end of its suspension due to pending negotiations.

## 14. Alternative Settlement of Disputes; Jurisdiction and Applicable Law

**14.1.** With respect to the newly introduced legislation regulating the settlement of consumer disputes (Gesetz über Verbraucherstreitbeilegung) **DJHLv-B** points out that it currently does not participate in any such voluntary settlement programme. In the event that the participation in such a programme became obligatory in the further course after printing and publishing these terms and conditions, **DJHLv-B** will duly inform its GA-s accordingly. In relation to all contractual relationships concluded electronically, **DJHLv-B** makes reference herewith to the European dispute settlement platform <http://ec.europa.eu/consumers/odrl>.

**14.2.** The contractual relationship between **DJHLv-B** and the GA will be exclusively governed by German law. The same shall apply to all other legal relationships between the GA and **DJHLv-B**.

**14.3.** Law suits by a GA against **DJHLv-B** shall be brought before the court of competent jurisdiction at **DJHLv-B**'s registered offices.

**14.4.** Law suits by **DJHLv-B** against a GA shall be brought before the court of competent jurisdiction at the GA's residence. Law suits against a GA who is a merchant or a private or public legal entity whose registered business address is either abroad in a foreign country or unknown at the time when the law suit is brought, the parties agree that such law suits shall be brought before the court of competent jurisdiction of **DJHLv-B**.

**14.5.** The above provisions shall not apply if and as far as provisions of the European Union or international law apply which cannot be waived.

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Executive Officers: Michael Gößl, Winfried Nesensohn

Registry of Associations: VR 4127 at Munich Municipal Court (Registry Court); VAT-ID.: DE129515074

Connected partner youth hostels (as mentioned in the introductory paragraph to these Terms and Conditions) are:

JH Augsburg, Unterer Graben 6, 86152 Augsburg; Rechtsträger: Augsburger Gesellschaft für Lehm- und Bildung und Arbeit gGmbH, Piccardstraße 15a, 86159 Augsburg.

JH Bad Kissingen, Alte Euerdorfer Str. 1, 97688 Bad Kissingen; Rechtsträger: Stiftung Sudetendeutsches Sozial- und Bildungswerk, Alte Euerdorfer Str. 1, 97688 Bad Kissingen.

JH Bamberg, Jugendgästehaus am Kaulberg, Unterer Kaulberg 30, 96049 Bamberg; Rechtsträger: Diakonisches Werk Bamberg – Forchheim e.V., Heinrichsdamm 46, 96047 Bamberg.

JH Benediktbeuern „Don Bosco“, Don-Bosco-Straße 3, 83671 Benediktbeuern; Rechtsträger: Provinzialat der Salesianer Don Boscos Benediktbeuern, St. Wolfgang-Platz 10, 81669 München.

JH Benediktbeuern „Miriam“, Bahnhofstraße 58, 83671 Benediktbeuern; Rechtsträger: Provinzialat der Don Bosco Schwestern, Schellingstr. 72, 80799 München. JH Dinkelsbühl, Koppengasse 10, 91550 Dinkelsbühl; Rechtsträger: Große Kreisstadt Dinkelsbühl, Segringer Str. 30, 91550 Dinkelsbühl.

JH Hof, Beethovenstr. 44, 95032 Hof; Rechtsträger: Arbeiterwohlfahrt KV Hof – Stadt e. V., Beethovenstr. 1, 95032 Hof.

JH Gunzenhausen, Spitalstraße 3, 91710 Gunzenhausen  
Rechtsträger: CVJM Landesverband Bayern e.V., Schweinauer Hauptstraße 38, 90441 Nürnberg.

JH Ingolstadt, Friedhofstraße 4 ½, 85049 Ingolstadt; Rechtsträger: Stadt Ingolstadt, Rathausplatz 2, 85047 Ingolstadt.

JH Ottonianum Landshut, Richard-Schirmann-Weg 6, 84028 Landshut; Rechtsträger: Stadt Landshut, Jugendamt, 84026 Landshut.

JH Mühldorf am Inn, Friedrich-Ludwig-Jahn-Str. 19, 84453 Mühldorf; Rechtsträger: Stadt Mühldorf, Stadtplatz 21, 84453 Mühldorf.

JH Pullach „Burg Schwaneck“, Burgweg 4-6, 82049 Pullach, Rechtsträger: Kreisjugendring München Land, Burgweg 10, 82049 Pullach.

JH Rothenfels, Bergrothenfelser Str. 71, 97851 Rothenfels; Rechtsträger: Vereinigung der Freunde von Burg Rothenfels e. V., Bergrothenfelser Str. 71, 97851 Rothenfels.

JH Spalt „Wernfels“, Burgweg 7-9, 91174 Spalt; Rechtsträger: CVJM Landesverband Bayern e. V., Schweinauer Hauptstraße 38, 90441 Nürnberg.

JH Waldmünchen, Schloßhof 1, 93449 Waldmünchen, Jugendbildungsstätte des Bezirks Oberpfalz, der KAB und CAJ gGmbH, Schloßhof 1, 93449 Waldmünchen.

JH Wirsberg, Sessenreuther Str. 31, 95339 Wirsberg; Rechtsträger: Landkreis Kulmbach, Konrad-Adenauer-Str. 5, 95326 Kulmbach.