

The German version of our Terms & Conditions takes precedence over the English version. In case of doubt, the German version shall be taken as reference.

## GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS (VERSION: MARCH 2015)

### 1 SCOPE OF APPLICABILITY

- 1.1 These terms and conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel to the customer in this context (Hotel Accommodation Contract). The term "Hotel Accommodation Contract" comprises and replaces the following terms: accommodation, lodging, hotel, hotel room contract.
- 1.2 The hotel's prior consent in written form is required if rooms provided are to be sublet or rented to a third party, or used for other than lodging purposes, whereby section 540, para. 1, sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
- 1.3 The customer's general terms and conditions shall apply only if these are previously expressly agreed.

### 2 CONCLUSION OF CONTRACT, PARTIES, STATUTE OF LIMITATIONS

- 2.1 Bookings can only be made by persons with a full legal age and capacity.
- 2.2 The hotel and the customer are the contracting parties. The contract shall come into force upon the hotel's acceptance of the customer's offer.
- 2.3 If a booking is made for a guest by a third party, then the third party is liable alongside the guest for all commitments arising from the contract. Alongside this, the third party is responsible for passing on all relevant information pertaining to the booking, (especially these terms and conditions), to the guest. Should a guest avoid receiving these Terms and Conditions by booking through a third party then they shall still be retain their validity.
- 2.4 Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations period. Damage claims shall be time-barred after five years, dependent on knowledge thereof, insofar as they are not based on claims arising out of harm inflicted on life, limb, physical health or liberty. These damage claims shall be time-barred after ten years, independent of knowledge thereof. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.
- 2.5 The relevant 'House Rules' are a part of this contract. They can be seen on and downloaded from the hotel website [www.euro-youth-hotel.de](http://www.euro-youth-hotel.de)

### 3 SERVICES, PRICES, PAYMENT, SET-OFF

- 3.1 The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
- 3.2 The customer is obligated to pay the agreed or applicable hotel prices for rooms provided and for other services provided. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses.
- 3.3 The agreed prices include all taxes and local taxes in effect at the time of the conclusion of contract. This does not include locally levied taxes, which are owed by the guest himself according to the particular municipal law, such as visitor's tax. If the statutory value added tax is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if four months have passed between the conclusion and fulfilment of the contract.
- 3.4 Should, after completion of the contract, the guest wish a reduction of the number of reserved rooms, services of the hotel or the customer's length of stay then the hotel can make it's consent dependent on an increase of the agreed price of the rooms and/or for the other services.
- 3.5 The whole price of the reserved accommodation is due at the latest upon the arrival of the guest at the hotel. The hotel can demand immediate payment of due debt from the customer at any point in time. Hotel invoices not stating a due date are payable without deduction and due within ten days of receipt of the invoice. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest. The hotel reserves the right to prove greater damage.
- 3.6 Upon conclusion of the contract or at any time until or during the guest's stay, the hotel is entitled to demand an advance payment or a security for existing and future accounts receivable from the contract, such as a credit card guarantee, from the customer for any amount up to and including the whole value of the booking. Any costs and/or fees incurred during the payment process are the responsibility of the guest/booker. The statutory provisions shall remain unaffected with advance payments or a security for package tours.
- 3.7 For groups of 8 persons or more, a pre-payment of 50%, (100% for one-night-stays or reservations including dates during 'special events' such as Oktoberfest, New Year's Eve, trade fairs and football matches), will be due at the latest two weeks after the confirmation of the booking.
- 3.8 Special booking-confirmations required for Visa applications shall only be issued after the receipt of pre-payment equal to the total value of the booking. In the case of a subsequent cancellation, the hotel will be entitled to retain the whole value of the pre-payment as a reimbursement of expenses.
- 3.9 Should the hotel with just and proper grounds be unable to provide the reserved accommodation, then the hotel is entitled to find alternative accommodation for the guest, for the agreed price, in an accommodation provider with a similar standard of rooms and services. In such case the guest is not entitled to demand recourse.
- 3.10 The customer may only set-off, reduce or clear a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

### 4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT) / FAILURE TO USE HOTEL SERVICES (NO SHOW)

- 4.1 The customer can withdraw from the contract concluded with the hotel if the following conditions are met.
  - A) Individuals (bookings for up to 7 persons) : It is possible to make a free cancellation (unless otherwise agreed) up until 3 days before the arrival date. In case of a cancellation received by the hotel later than 3 days before arrival or in case of a no-show, the hotel will charge a flat-rate fee equal to the full value of the first night's accommodation and other services. For reservations including dates during 'special events' such as Oktoberfest, New Year's Eve, trade fairs and football matches the following 'Group Conditions' (4.1B) apply even for bookings for individuals.
  - B) Group bookings (8 persons or more – included are affiliated 'individual' bookings) – and Individuals during 'special events' : There is a cancellation deadline of 9 months before the arrival date of the group. This deadline applies even if the contract is made during this period. A reduction of the number of guests by more than 10 % counts as a cancellation. If the guests cancels within this 9 month period the following cancellation fees apply :
    - a) Cancellation more than 3 months before arrival date : 10 % of the total value of the booked accommodation
    - b) Cancellation less than 3 months before arrival date : 30 % of the total value of the booked accommodation
    - c) Cancellation less than 2 months before arrival date : 50 % of the total value of the booked accommodation
    - d) Cancellation less than 1 month before arrival date : 90 % of the total value of the booked accommodation
    - e) Cancellation on arrival day, or in case of no show : 90 % of the total value of the booked accommodation and breakfasts.
    - f) up to 10 % of the booked beds can be cancelled free of charge up until the beginning of the day before arrival (CET). If these beds are in multi-bed rooms then the hotel reserves the right to resell the released beds, unless the group pays for these freed beds.
- 4.2 The customer is at liberty to show that the above-mentioned claim was or has not amounted to the demanded sum.
- 4.3 Insofar as a customer can withdraw from the contract concluded with the hotel, then the customer must notify the hotel of the withdrawal in written form (e-mail is preferred), the withdrawal becomes valid with the written confirmation of the withdrawal by the hotel.

## **5 WITHDRAWAL OF THE HOTEL**

- 5.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereof by the hotel with a reasonable deadline set, does not waive his right of withdrawal.
- 5.2 If an agreed advance payment or an advance payment or a security demanded pursuant to No. 3.6 and/or No. 3.7 is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.
- 5.3 Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if
- force majeure or other circumstances beyond the hotel's control render the fulfillment of the contract impossible;
  - rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
  - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
  - the purpose or the cause of the stay is illegal;
  - there is a breach of the above-mentioned Article 1 nr. 2. and or Article 2 nr.1
- 5.4 The justified withdrawal by the hotel constitutes no claims for damages for the customer.
- 5.5 If the appearance or behaviour of the guest can be considered unreasonable then the hotel has the right to an exceptional cancellation of the accommodation contract.

## **6 ROOM AVAILABILITY, DELIVERY AND RETURN**

- 6.1 Reserved rooms are available to the customer starting at 2:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
- 6.2 The customer does not acquire the right to be provided specific rooms insofar as this is not expressly agreed.
- 6.3 Rooms must be vacated and made available to the hotel no later than 11:00 a.m. on the agreed departure date. If the hotel agrees to a late check out prior to this deadline then the room must be vacated by 12:00 noon at the very latest. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 100 % of the full accommodation rate (list price). Contractual claims of the customer shall not be established hereby. The customer is at liberty to prove that the hotel has no or a much lower claim for charges for use of the room.
- 6.4 For group bookings of 8 persons or more, the hotel will decide the constellation of the allotted rooms.
- 6.5 If a guest who has secured the booking with a prepayment, does not arrive before 6 a.m. on the day following the named arrival date, then the hotel has the right to offer the reserved rooms to other guests. Contractual claims of the guest will not be established hereby. If the booking is not secured by a prepayment or valid security (eg a working credit card), then the hotel has the right to release the reserved beds for sale to other guests from 2 p.m. on arrival day, without establishing contractual claims hereby. The hotel is also in both instances entitled to withdraw from the contract.
- 6.6 Groups of 8 persons or more must supply the hotel with a list of all participants (full name, date of birth, address and passport numbers) at the latest on arrival. If the number of group members should exceed the booked number of beds then there is no guarantee that the extra guests can be accommodated.
- 6.7 Persons under 18 years of age can only stay in a hotel room if accompanied by a legal guardian. Groups with group members under 18 years of age must be accompanied by a legal guardian.
- 6.8 It is only possible to stay in one of the shared or dormitory rooms for a maximum of 14 days in one calendar month.
- 6.9 In the 10 and 12 bed rooms there is an age limit of minimum 18 years and maximum 35 years old.
- 6.10 Pets and other animals are not allowed in the hotel.

## **7 LIABILITY OF THE HOTEL**

- 7.1 The hotel is liable for harm inflicted on life, limb and physical health. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this No. 7. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum.
- 7.2 The hotel is only liable for damages caused by slight negligence if these result from a violation of a fundamental contractual obligation (cardinal obligation), when this violation jeopardises the fulfillment of the intent of the agreement. In such cases the liability is limited to the foreseeable typical-for-contract-type damages.
- 7.3 The hotel is liable to the customer for property brought into the hotel in accordance with the statutory provisions. It recommends the use of the room safe or lockers. If the guest wishes to bring with him money, securities, stocks, bonds or valuables with a value of more than 800 EUR or other things with a value of more than 3500 EUR, a separate safekeeping agreement is necessary.
- 7.4 Messages, mail, and merchandise deliveries for guests shall be handled with care. The hotel will deliver, hold, and, for a fee, forward such items (on request). The hotel only assumes liability for any damages in case of gross incompetence or full intent.
- 7.5 The limits to liability above shall apply for all damage claims regardless of legal basis including claims arising from an unlawful act. The aforesaid liability limitations shall also be applied to all claims a guest might have against any employee or any other person assisting in the fulfillment of the obligations of the hotel. However, they shall not apply in cases where the hotel has either given a guarantee for the condition of an item or service, or has fraudulently concealed defects, or in cases of personal injury.
- 7.6 The guest is liable for any damage to the building or property of the hotel caused by misuse or negligence by themselves or a member of their group. The hotel retains the right to demand a security payment of up to €500 on arrival from any group. The deposit will be payed back to the group on departure as long as there is no substantiated claim to damages through misuse or damage by the guest / group to the building or the hotel's property. Any damages that are not covered by the €500 deposit (or if a deposit is not taken) are payable immediately on demand and before departure.
- 7.7 If faults or deficiencies in the services of the hotel occur, the hotel will endeavor to remedy the situation as soon as notified by the guest. The guest is obliged as far as is reasonably practical to help rectify the fault and to keep the damage as low as possible. If the guest fails to report a fault then they shall have no recourse to a reduction in the contractual costs of the accommodation.

## **8 FINAL PROVISIONS**

- 8.1 Amendments and supplements to the contract, the acceptance of offers or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid.
- 8.2 For commercial transactions the place of performance and payment as well as, in the event of litigation, including disputes for checks and bills of exchange, the exclusive court of jurisdiction is in Munich. Insofar as a contracting party fulfills the requirements of section 38, para. 2 of the German Code of Civil Procedure (ZPO) and does not have a place of general jurisdiction within the country, the courts in Munich shall have exclusive jurisdiction.
- 8.3 The contract is governed by and shall be construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and Conflict Law are precluded.
- 8.4 Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.
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