

General Terms and Conditions of the Hotel Accommodation Agreement

I. Scope of Application

(1) These Terms and Conditions shall apply to Hotel Accommodation Agreements as well as to all additional services provided by the Hostel to the Guest.

(2) Contradicting rules or amendments shall not be valid, even if they form part of the Terms and Conditions of the Guest or the Booking Agent, unless the Hostel expressly consents to them in writing.

II. Conclusion of Agreement

(1) Once a Guest has made a booking order and has received a corresponding booking confirmation, a legal Hotel Accommodation Agreement (hereinafter referred to as "Agreement") shall be constituted.

(2) The contractual partners are the Hostel and the Guest. If a third party has initiated the booking in name of the Guest, this third party, together with the Guest, shall be liable to the Hostel for fulfilling any obligation arising from the Agreement, once the Hostel receives the corresponding declaration from the Booking Agent. Independently of this regulation, any Booking Agent is obliged to forward all information related to the booking, in particular these General Terms and Conditions, to the Guest.

(3) Any subletting or sharing of the rented rooms or any use which differs from the usual accommodation purposes must be expressly consented to in writing by the Hostel.

III. Services, Prices, Payment

(1) The Hostel is obliged to hold the rooms ready that have been booked by the Guest according to the provisions of the General Terms and Conditions, and to render the contracted services.

(2) The Guest is obliged to pay the current or agreed fees and rates of the Hostel for room rental and any rendered additional services. The payment of the room rental price must be received by the date of arrival. Where there is an extension to the stay duration, the payment must be received a minimum of 24 hours before the beginning of the period of extension, and in any case no later than 6 pm on the day before. The same applies to any services provided or any expenses the Hostel has incurred towards a third party which have been initiated either by the Guest or the Booking Agent.

(3) If a period of over four months has passed between the finalizing of the Agreement and its fulfillment, and prices for the requested services have increased during that period of time, the Hostel is entitled to ask for an appropriate increase in the agreed price, up to a maximum of 10%.

(4) The Hostel is also entitled to change the agreed prices in cases where the Guest subsequently requests a change in the number of booked rooms, Hostel services or stay duration, and where the Hostel has consented to such changes.

(5) All invoices without a due date issued by the Hostel are due for payment without any deduction within a period of 10 days after receipt. In cases of accumulated unpaid bills, the Hostel is at any time entitled to classify them due and to ask for immediate settlement. In cases of default of payment, the Hostel shall be entitled to ask the private Guest for default interest on arrears of 5% above the ECB base rate. Where the Agreement is between the Hostel and a Company, the interest on arrears shall be 8% above the ECB base rate. The Hostel may also claim that a higher loss has been incurred. For each reminder letter sent after default of payment, the Hostel is entitled to ask for a reminder fee of €5.00.

(6) When concluding the Agreement, the Hostel is entitled to ask for an adequate down payment or any other comparable security item. For group arrivals of 10 or more persons a deposit of €200 per group shall be payable in cash. The amount of down payment and the exact date when it becomes due can be subject to the written Agreement. Furthermore, the Hostel is entitled to issue an intermediate invoice, declare it due and ask for immediate payment while the Guest is still accommodated in the Hostel in order to settle outstanding accumulated bills.

(7) The Guest may only offset or reduce any claims of the Hostel against him/her with legally recognized and undisputed claims of his/her own.

(8) Value Added Tax of 7% applies to all service charges and specified prices. Families, groups and solo travellers younger than 27 years do not pay a Value Added Tax.

IV. Rescission by Guest, Cancellation and Non-utilization

(1) Cancellation of the Agreement by the Guest requires the written consent of the Hostel. In cases where there is no consent, the Guest shall pay the price stipulated in the Agreement even if the Guest does not utilize the contracted services. This does not apply to cases where the Hostel does not fulfill its obligations in order to secure the rights and legally protected interests or other interests of the Guest, and where it is not reasonable to expect the Guest to comply with the Agreement, or where a special legal or contractual cancellation right exists.

(2) Unless specified in the Agreement, the following cancellation notice charges apply:

Groups of 10 persons or more: cost-free withdrawal from the Agreement, without charges or damage claims by the Hostel, is possible up to 60 days before the commencement of travel. After that, the following cancellation charges shall apply: from the 59th day before commencement, 10% of the overnight accommodation rate; from the 34th day before commencement, 20% of the overnight accommodation rate; from the 21st day before commencement, 35% of the overnight accommodation rate; and from the 10th day until the date of the commencement of travel, 80% of the overnight accommodation rate.

Individual bookings up to 9 persons: cost-free withdrawal from the Agreement, without charges or damage claims by the hotel, is possible up to 24 hours before arrival, and in any case no later than 6 pm on the day before (Hostel local time). Later cancellations are charged at 80% of the first night's accommodation rate. This also applies to bookings that have been made at short notice within one day of arrival. Failure to arrive entails a charge of 80% of the first night's accommodation rate. At special times such as Easter, DFB-Finals, Ascension Day, Pentecost, Feast of Corpus Christi, Berlin Marathon, German Unification, Reformation Day/ All Saints' Day and New Years Eve cost-free withdrawal from the Agreement, without charges or damage claims by the hotel, is possible up to 14 days before arrival. After that, the following cancellation charges shall apply: from the 13th day before commencement, 50% of the overnight accommodation rate and from the 7th day before commencement, 80% of the overnight accommodation rate. Later cancellations are charged at 100% of the overnight accommodation rate. This also applies to bookings that have been made at short notice within one day of arrival. Failure to arrive entails a charge of 100% of the overnight accommodation rate.

(3) If the Guest has not used the room and/or bed, the Hostel shall offset any income arising from third party use and/or saved expenses.

(4) The Hostel has the right to charge the contracted remuneration and calculate a flat rate for saved expenses in cases where the guest does not utilize the agreed-upon services. In such cases, the Guest is obliged to pay a minimum of 80% of the agreed accommodation-

only rate, 70% of the agreed half-board accommodation rate and 60% of the agreed full-board accommodation rate. The Guest has the right to demonstrate that the aforesaid charges have not arisen in the amount claimed.

V. Rescission by Hostel

(1) In cases where the down payment or security item agreed upon according to Clause III Paragraph 6 has not been provided within the agreed period, the Hostel has the right to withdraw from the Agreement.

(2) Furthermore, the Hostel is entitled to withdraw from the Agreement for good reason, in particular in cases where:

a) there is a force majeure, or any other reason beyond the control of the Hostel, by which it becomes impossible to fulfill the Agreement.

b) rooms have been booked after false or misleading relevant data has been provided e.g. regarding the Guest or the intended use of the room.

c) there are grounds to believe that the use of the offered services shall have a negative impact on the normal running of the Hostel, on guaranteeing security, or on maintaining the reputation of the Hostel in the public eye, when these incidents do not fall under the authority or organizational sphere of the Hostel.

d) there is unauthorized subletting or sharing of the room and/or bed according to Clause II, Paragraph 3.

e) there is a case according to Clause VI, Paragraph 3

f) the Hostel learns that the financial situation of the Guest has deteriorated significantly after having concluded the Agreement, particularly if the Guest has not cleared due invoices or has not provided sufficient securities, and that therefore the payment claims of the Hostel appear to be in danger.

g) the Guest is subject to insolvency proceedings, or where such proceedings have not been pursued due to lack of sufficient assets or any other reason.

(3) The Hostel shall inform the Guest in writing without delay that the Hostel is invoking the right to rescind.

(4) In all of the above-mentioned cancellation cases the Guest does not have the right to claim damages for any losses suffered.

VI. Provision, Handover and Vacation of Rooms/Beds

(1) The Guest does not have the right to be provided with particular rooms and/or beds unless the Hostel has granted the provision of such rooms and/or beds in writing.

(2) The booked rooms and/or beds shall be available from 15.00h on the agreed arrival date. The Guest has no right to occupy the rooms and/or beds at an earlier time.

(3) On the agreed departure date, the Guest shall vacate and hand over rooms and/or beds by 11.00h at the latest. After this time and until 18.00h, the Hostel may claim a suffered loss and request an additional fee of 50% of the current full accommodation rate. Where the Guest vacates after 18.00h, the Hostel may claim 100% of the current full accommodation rate. The Guest has the right to demonstrate to the Hostel that there has been no loss incurred, or that the incurred loss has been less than the stated amount.

(4) In making a booking, the Guest accepts the currently valid version of the attached House Rules.

VII. Liability of the Hostel, Limitations

(1) If there are any deficiencies or flaws in Hostel services, the Hostel will endeavor to rectify the situation without delay, after receiving a complaint from the Guest. If the Guest willfully fails to inform the Hostel, the Guest is no longer entitled to claim a reduction of the agreed price.

(2) According to law the Hostel shall be liable for any injury to life, limb and health.

(3) The Hostel is only liable for other damages caused by slight negligence if these damages arise from the violation of a fundamental contractual obligation, or cardinal obligation, when this violation endangers the fulfillment of the intent of the agreement. In such cases liability is limited to the foreseeable damage that is typical for this type of agreement.

(4) In all other damage cases, whether a singular case or combined cases, which are related to contractual obligations the liability of the Hostel shall be limited to a maximum amount of €2000.00 for material damages and €3000.00 for financial damages. Limitation and exclusion of liability regulations shall not be applicable if these other damages stem from a willful or grossly negligent violation of obligations by the Hostel itself, its legal representatives or its managing employees.

(5) The aforesaid liability limitations shall be applied to all damage claims regardless of cause, including claims stemming 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 Hostel. However, they shall not be applicable in cases where the Hostel has either guaranteed the specifications of a service or product, or has maliciously remained silent about defects, or in cases of personal injury.

(6) In cases where the Guest uses the Hostel garage or Hostel parking, even if the Guest has paid for such use, a contract of safe custody shall not be constituted. The Hostel is not obliged to provide surveillance of the property. In cases where cars or their contents have been stolen or damaged while the cars were parked or moved on Hostel property, the Hostel shall not be liable, unless the Hostel or its legal representatives, or any other person assisting in the fulfillment of the obligations of the Hostel, have acted either with willful intent or gross negligence. In such cases the Guest must make a claim for damages to the Hostel before leaving the site.

(7) Requests for wake-up calls shall be carried out with the great care. However, any damage claims are excluded unless they arise from acts of gross negligence or willful intent.

(8) Messages, mail and delivered packages for Guests will be treated with care. The Hostel shall take responsibility for delivery and storage, and, upon request and payment of a fee, shall also forward items. Lost items shall also be stored upon request. However, damage claims regarding all of the above are excluded with the exception of cases of gross negligence or willful intent. After having stored the items for no more than one month, the Hostel is entitled to charge the Guest an appropriate fee and give the aforesaid items to a local lost-and-found office.

(9) Any claim for damages that the Guest has against the Hostel expires after a period of two years at the latest from the date the Guest became aware of the damage, or – independently of this – after a period of three years from the date in which the incident that caused the damage took place. This regulation shall not be applicable to injury to life, limb or health, nor to any other damages arising from violations of obligations due to acts of gross negligence or willful intent by the Hostel, a legal representative of the Hostel or any person assisting in the fulfillment of the obligations of the Hostel.

VIII. Final Clauses

(1) Any changes or amendments to either the Accommodation Agreement, booking order acceptance, or the Terms and Conditions shall be made in written form. Any unilateral changes or additional declarations shall be invalid.

(2) Place of fulfillment and place of payment is the registered office of the Hostel.

(3) The exclusive place of jurisdiction – also in regard to conflicts involving checks or bills of exchange – in commercial business interactions is the registered office of the Hostel. In cases where one of the commercial contracting parties does not have a general place

of jurisdiction in Germany, the registered office of the Hostel shall be the place of jurisdiction. However, the Hostel is entitled to present a claim or any other legal action at the general place of jurisdiction of the Guest.

(4) These General Terms and Conditions shall be governed by the law of the Federal Republic of Germany.

(5) In cases where certain provisions of the General Terms and Conditions for Hostel Accommodation are or become invalid or null and void, the validity of the other provisions of this Agreement shall not be affected. If, in addition, any gaps arise in relation to the Agreement, the applicable legal provisions shall apply.