Dear guests of Youth Hostels in Bavaria,

The German Youth Hostel Regional Association Bavaria (Deutsches Jugendherbergsverwaltungsverband Bayern e.V.), hereinafter referred to as “DJHLv-B” owns and operates various 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, in order to make your stay as pleasant as possible. To this end it is indispensable to conclude a clear and unambiguous agreement on the rights and obligations of the parties, i.e. yours as accommodation client and DJHLv-B, which shall be agreed upon on the basis of these Accommodation Terms and Conditions as specified hereunder. Provided and to the extent that these Terms and Conditions are concluded validly, your booking (if indeed placed) and the resulting contractual relationship between you 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 parts.

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

1.1. In order for accommodation bookings to be accepted and admission to Youth Hostels to be granted it is imperative that clients hold a membership with the German Youth Hostel Association or any other member association of the International Youth Hostel Federation (IYHF). Proof of membership is to be evidenced by clients upon arrival and prior to admission 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 clients fail to acquire or prove their membership until check-in at the YH despite DJHLv-B’s explicit warning to refuse admission and provision of services, thereby defining an adequate deadline for the client to acquire membership which has expired, DJHLv-B shall be entitled to cancel its contractual agreement with the client relating to the provision of accommodation services and charge the client with cancellation fees in accordance with the provisions as stipulated in clauses 7.3 to 7.6 of these Terms and Conditions.

1.2. Further details as regards the pre-requisites to such membership may be enquired telephonically at +49 89 / 92209855, online at http://www.bayern.jugendherberge.de/mitgliedschaft, or can be provided upon request by email or by fax.

1.3. Hence, without the client having evidenced his membership, the client shall not be entitled to demand the provision of any accommodation services.

2. 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

2.1. 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 client and as such will be legally as well as factually referred to as the DJHLv-B’s client’s contractual partner.

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

a) Offers made by DJHLv-Bs and bookings consequently placed by clients 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 client at the time of his/her booking.

b) The members of the YH’s 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 promises or which would in any way contravene 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 clients as being part of DJHLv-B’s service obligations.

e) If the booking confirmed and communicated by DJHLv-B differs in any way from the booking placed by the client, 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 client accepts same, be it by way of expressly agreeing to same or tacitly, by way of the client effecting any advance and/or residual payments in relation to such new offer, or by way of the client consuming the respectively relevant travel services.

f) Non-binding reservations (options) which would entitle the client to revoke a booking free of charge shall be strictly subject to an explicit agreement between DJHLv-B and the client. 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 2.5 and 2.6 of these Terms and Conditions. If an option has been agreed upon in writing, the client 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 client fails to do so within the period defined, the option shall expire without any further obligation on the part of DJHLv-B and the client accordingly. If such conversion of an option into a binding booking has been duly communicated by the client 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.

g) In accordance with the applicable obligations as provided by law, the client 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 client 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).

2.3. In relation to bookings placed by clients affected by health impairments, physical handicaps or mobility restrictions, the following shall apply:

a) DJHLv-B shall endeavour to admit bookings by such clients subject to availability of respective capacities. In this regard, however, DJHLv-B urgently requests clients to provide detailed information as regards the nature and extent of the client’s impediments in order to determine whether a stay in the YH as requested will be possible and whether request for booking can be confirmed accordingly.

b) The client shall not be obliged in any way to provide such information. If, however, the client prefers not to provide such information and the client’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 client due to circumstanc es 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 client it becomes apparent that the accommodation or substantial facilities of the YH are not entirely suitable, DJHLv-B or the YH shall contact the client, in order to clarify the possibilities of nonetheless accommodating the client or accepting his booking despite any difficulties and inconveniences anticipated.

d) DJHLv-B/the YH will, in accordance with the relevant statutory legal provisions reject the acceptance of such bookings only if, on the basis of the information provided, for objective reasons, the client’s accommodation cannot be reasonably provided, due to the accommodation or its facilities not being suitable in order to cater for the client’s special requirements.

2.4. 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.

2.5. 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 client - in a contractually binding manner - furnishes an offer to DJHLv-B to enter into a contractual relationship for the provision of accommodation services. The client shall...
be bound by such offer for a period of 5 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 client’s respective offer or not.

b) The contractual relationship is concluded upon receipt by the client of DJHLv-B/the YH’s acceptance given by way of a booking confirmation, either online or by email.

2.6. Bookings which are placed orally by a client 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 client in such a manner – e.g. by way of a bulletin displayed at the reception - that the client has been reasonably able to acknowledge same. The YH may request the client to complete a booking form in writing and/or the client’s confirmation of agreement with these Terms and Conditions in writing or by way of the client placing a cross on such form.

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

a) The client 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 client which the client 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 contract content is saved by DJHLv-B within the online booking system, the client 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 client furnishes to DJHLv-B an offer to conclude a contractual relationship regarding the provision of accommodation services to which the client shall be bound for a period of 5 working days as of sending the electronic offer. The client will, without undue delay, receive an electronic booking confirmation.

d) Transmitting an offer by way of activating the button “zahlungs-pflichtig buchen” shall not entitle the client to any rights regarding the conclusion of a contractual relationship on the basis of the booking made. DJHLv-B remains free to decide whether to accept the client’s respective offer or not.

e) In cases where an electronic booking confirmation is triggered by and becomes visible on the screen immediately upon the client’s booking by way of the client activating the button „zahlungspflichtig buchen“ (real time booking), a contractual relationship is concluded upon the client receiving such booking confirmation, i.e. upon same appearing on the screen. In such cases, the client may opt whether to electronically save or print such booking confirmation. Either way, a binding contractual relationship shall have been concluded, irrespective of whether the client opts to save or print the booking confirmation or decides to do neither. In normal cases the client will be provided with a copy of the booking confirmation by email or email attachment, by postal mail or fax. In order to signify a contractual relationship relating to the provision of accommodation services, it must be consciously acknowledged in any case, irrespective of whether such additional booking confirmation has been duly received by the client or not.

3. Services and Service Amendments

3.1. 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 client and DJHLv-B shall be the sole basis for defining the scope of services due to be performed by DJHLv-B. The client is advised, to make individual agreements in writing.

3.2. The client shall not be entitled to be allocated a specific room, any specific position of the room or the placement of the room next to or near the room of fellow travellers unless specifically agreed otherwise between the parties. This also regards the allocation and position of beds the aforementioned shall apply analogically.

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

3.4. DJHLv-B/the YH shall not be obliged to provide additional services which go beyond the mere provision of accommodation services, unless this has been 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 grating the client access to special leisure facilities as well as for victualing, transport as well as any assistance and supervision services.

3.5. 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 client 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.

3.6. To the extent that clients affected by health impediments, physical handicaps or mobility restrictions are admitted as guests to the YH the client shall not be entitled to any creation or sustenance of any properties, functionalities, facilities or circumstances required for or requested by the client, unless this has not been explicitly agreed. Likewise, special services regarding care or supervision for clients 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.

3.7. As regards the YH’s contractual obligations in relation to minors, reference is made to section 5 below.

4. Prices and Price Increases

4.1. The prices as agreed upon between the client and the YH shall apply.

4.2. 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 client shall be entitled to cancel the booking without any charges becoming due. DJHLv-B shall be obliged to inform the client accordingly without undue delay upon DJHLv-B learning of such increase. The client shall assert his right to cancellation (if any) towards DJHLv-B without undue delay upon due receipt of the information provided by DJHLv-B regarding the increase and the client’s right to cancellation.

4.3. 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.

4.4. Any increase of accommodation prices shall only be admissible as 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 to the client nor of conclusion nor foreseeable. DJHLv-B shall be obliged to inform the client 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 same.

4.5. 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 client 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 client without undue delay upon DJHLv-B learning of the increase. The client is advised to provide the cancelation in writing.

5. Minors

5.1. 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, which are not accompanied as guests to the YH simultaneously logging in 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 http://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.

5.2. 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 nor will any make do) shall be required to the YH prior to allocation. 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.

5.3. 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 parents or other accompanying adult persons thereby taking into consideration all general or specific warnings and notices (including the published house rules), as regards the local circumstances and possible sources of danger.

6. Payments and Booking Amendments

6.1. To the extent that local YHs collect client 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.

6.2. The due date of prepayments as well as residual payments is defined by the agreement closed with client which may also be documented accordingly in the booking confirmation. If an agreement has not been reached in this respect, the entire accommodation price as well as surcharges shall be due at time of contract conclusion (which may be electronically communicated) and shall be paid to the bank account as displayed in the booking confirmation. Pre-payments shall be effected within a period of four weeks following receipt of the booking confirmation. If same is received within a period of four weeks prior to the performance of booked services commencing it shall be payable without undue delay upon receipt of the booking confirmation. Timely payments shall be subject to due valuation on the bank account as communicated in the booking confirmation. The same shall apply in relation to the prepayment of the residual amount if such a prepayment of the total price has been explicitly agreed upon between the parties.

6.4. Unless agreed otherwise, clients resident in foreign countries shall in the case of bookings which are placed up to 6 weeks prior to commencement of the booked accommodation service pay the total price upon conclusion of the booking confirmation (without any prior prepayments) latest until 4 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 any previous prepayments upon the client’s arrival at the YH and prior to allocation of rooms and accommodation services.

6.5. 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 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.

6.6. Provided DJHLv-B is prepared or able to perform the booked services and the client 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 client shall not be entitled to the allocation of accommodation and performance of other services.

b) If the client 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 client and demand cancellation fees pursuant to the provisions of section 7 hereunder.

6.7. Once an accommodation contract has been concluded, the client shall have no right to claim amendment of 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 client’s request DJHLv-B shall be entitled to charge a booking amendment fee in the amount €20,- per amended booking. 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 client cancelling the original booking in accordance with the provisions of section 7 below while simultaneously placing a new booking. This shall not apply in relation to amendment requests which give rise only to minor costs.

7. Cancellations and No-Shows

7.1. The client 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:

7.2. Cancellation shall be possible at any time up to commencement of the performance of accommodation services. Responsive notice is to be directed to the YH. The client shall be entitled to cancel the accommodation contract free of any cancellation charges until one month 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 one month prior to commencement of the booked accommodation service DJHLv-B shall remain entitled to full payment of the accommodation price, including refunding fees as well as fees for additional services booked by the client.

7.3. DJHLv-B shall, within the course of its ordinary business activity, reasonably endeavours to allocate the client'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.

7.4. All proceeds collected by DJHLv-B by way of re-allocation of 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.

7.5. If the client fails to cancel or cancels later than within the aforementioned period of free cancellation and, subsequently the client cancels later or fails to appear at the time of the accommodation service commencing, the client 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: 80%
- Accommodation including breakfast: 90%
- Accommodation including breakfast, lunch and supper: 70%
- Accommodation including breakfast, lunch and supper: 60%

7.6. The client 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 here above or that such unused accommodation services or other booked accommodation services have been re-allocated by DJHLv-B to another party. In such cases the client shall only be obliged to pay an accordingly reduced amount.

7.7. The client is urgently recommended to take out travel cancellation insurance.

7.8. The aforementioned provisions shall explicitly not apply in relation to cancellations or failure to utilize single accommodation services booked. They shall only apply in relation to couples, families, small private groups and specifically pre-booked accommodation services. The above mentioned provisions shall also apply in relation to any reduction of booked guests, irrespective of whether such reduction comes about by mere notice, explicit cancellation or failure to appear and utilize the accommodation service (no-show).

7.9. The aforementioned provision shall also apply in relation to clients prematurely leaving the accommodation facilities provided this is not justified by a right of extraordinary termination provided contractually or by statutory law or due to reasons which DJHLv-B bears sole responsibility or risk for.

8. Arrival and Departure

8.1. The client shall not be entitled to any specific time of allocation of the accommodation or performance of other services. Also there shall no right to use rooms or the accommodation facility up to a specific time on the day of departure.

8.2. Unless an individual agreement has been made, the times for utilizing 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.
8.3. The client shall arrive at the YH and vacate his room at the times accordingly specified or agreed.

8.4. For later arrivals, the following shall apply:

a) The client will inform the YH if the client expects to arrive late or, in relation to stays of more than one day, if the client chooses to arrive the day following his booked arrival.

b) If the client fails to duly notify the YH of his delayed arrival, the YH shall be entitled to allocate the client’s room to another party. In cases where the YH cannot allocate a room to another party the provision of section 7 hereunder relating to cancellation and no-show bookings shall apply accordingly.

c) If the client notifies the YH about his late arrival, the client shall pay the YH for accommodation services less a deduction which takes into consideration all costs which have remained unexpended as a result unless by contract or according to statutory law, DJHLv-B is responsible for the client’s late arrival at the accommodation facility.

8.5. On departure day, the client shall vacate the room at the time agreed upon by the parties. If a client fails to vacate the room 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 Client

9.1. The client shall be obliged to comply with any facility rules and conditions notified to the client or in relation to which the client has been given reasonable opportunity to acknowledge same by way of consulting rules which are displayed. Parents, other legal guardians, custodians or other authorised acting adults of minor children 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.

9.2. The house rules provide rules for rest times at night which is usually between 10 p.m. and 7 a.m. the client shall be obliged to inform him/herself 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 client’s manager and all staff authorized by her/him.

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

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

9.5. The consumption of alcoholic beverages introduced by clients 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.

9.6. The client shall be obliged to examine the accommodation and its facilities once the client 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 client are not viewed as a disturbance, if with respect to allocating such damages as result of their occurrence and responsibility it is reasonably obvious to the client that his responsibility for such damages (or that of his predecessor) may be in question.

9.7. The client 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 client remains obliged to again notify the YH’s management accordingly. If the client fails to do so, this may result in client claims being rejected completely or in part at a later stage.

9.8. The client shall only be entitled to cancel an accommodation service for reasons of default, in cases of material defaults. Prior to such a cancelation, the client shall be obliged to first demand removal or remedy services for 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 client’s immediate cancelation is to be deemed reasonable, given the client’s particular (and for the YH’s recognisable) interests or if the client for such reasons cannot reasonably be expected to continue using the accommodation services.

9.9. As a rule, pets are not allowed.

9.10. The YH’s management or the respectively authorized representative person exercises DJHLv-B’s right to maintain order in the YH. They are authorized to call guests to order exercise extraordinary cancellations, express house and facility bans and to - as DJHLv-B’s duly authorized 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 client despite YH’s warning,

a) repeatedly violates the house rules

b) continually disturbs domestic peace, other guests, the YH’s management or other third parties

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

d) willfully or negligently damages or improperly uses the YH’s inventory, facilities and amenities, including outside property and any cultivated plants and facilities there

10.2. In such a case, the client who has given the notice of cancellation shall be liable for all costs not expensed as a result of the client having cancelled earlier than the agreed arrival time, except that the YH’s management or the respectively authorized representative has failed to provide the client with a room which is recognisable as same as that which the client expected to receive. The client will also be liable for all costs not expensed as a result of the client having cancelled earlier than the agreed departure time, except that the YH’s management or the respectively authorized representative has failed to provide the client with a room which is recognisable as same as that which the client expected to receive.

10.3. DJHLv-B shall be entitled to cancel the accommodation contract prior to the performance of accommodation services commencing if a client 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 client provides false or untrue information in relation to his/hers personal status, his/her membership according to section 1 above, the reason or purpose of his/her 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 booking fee. Unexpended costs as well as any profit gained due to selling the unused accommodation services otherwise shall, however, be deducted. The provisions of sections 7.4 and 7.8 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 client’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 clients without undue delay upon learning of such circumstances which justify the cancellation, or as well as allowing a re-arrangement of the stay. In such event, any payments made by the client shall be reimbursed to the client without undue delay. The client 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 willful 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 client remains unaffected by this provision.

11.3. DJHLv-B shall not be liable for damages or defaults in relation to services which are recognisably provided by third party providers during the client’s stay and which have merely been (recognisably) sold to the client 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 client’s booking, provided that such services have been explicitly indicated as third party services.

11.4. In cases where the client is 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 safekeeping. There shall be no duty to for the YH to guard the vehicle. 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. Statute of Limitations

12.1. Contractual compensation claims of the client due to bodily injuries, death or illness, including compensation for pain and suffering, towards DJHLv-B (pertaining to accommodation agreements) or towards YH or 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 recklessness 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.

12.2. 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.

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

12.4. In the event of any negotiations pending between clients 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 client 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.

13. Alternative Settlement of Disputes; Jurisdiction and Applicable Law

13.1. With respect to the newly introduced legislation regulating the settlement of consumer disputes (Gesetz über Verbraucherr斯特reitbeilegung) 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 clients 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/odr/.

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

13.3. Law suits by a client against DJHLv-B shall be brought before the court of competent jurisdiction at DJHLv-B’s registered offices.

13.4. Law suits by DJHLv-B against a client shall be brought before the court of competent jurisdiction at the client’s residence. Law suits against clients whose residence or usual place of stay 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.

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