

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

Dear guests 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 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 specifying the rights and obligations of the parties, i.e. yours as accommodation client as well as those of your servicing **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 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. 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 inquired telephonically at +49 89 / 922098555, 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 as a venue as well as legally, as far as not provided otherwise, to **DJHLv-B** as the 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 YHs' management shall act as DJHLv-B's contractual representatives** as regards conclusion, cancellation and re-issuance 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 clients as being part of DJHLv-B's service obligations.**

**e) If the booking confirmation 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** to inform 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 impediments, 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 respective booking can be confirmed accordingly.

**b) The client shall not be obliged in any way to provide such information.** If, however, the client prefers to not 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 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 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's**/the **YH's** acceptance given by way of a booking confirmation, either in writing, by fax 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 contracts 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 "zahlungspflichtig 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 this respect a contractual relationship relating to the provision of accommodation services will be concluded 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. As 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 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 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 sustention 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 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 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 of 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 due receipt of **DJHLv-B's** claim regarding the increase. The client is advised to provide the cancellation 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, 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 <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 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.

**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 the parents or custodians 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 and charges for additionally rendered services shall become due to be paid by the client directly to the **YH upon the client's arrival at the YH and prior to allocation of rooms and accommodation services.**

**6.3.** Following conclusion of an accommodation contract, **DJHLv-B** or the **YH** may demand a prepayment. Unless agreed otherwise between the parties, such prepayment shall amount to 50% of the total accommodation price and all charges for additional services booked and shall be paid to the bank account as displayed in the booking confirmation. Prepayments 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 receipt 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 cheque 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. Respective 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 virtualising fees as well as fees for additional services booked by the client.

**7.3.** **DJHLv-B** shall, within the course of its ordinary business apply reasonable 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-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.

**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 90%
- Accommodation including breakfast 80%
- Accommodation including breakfast, lunch or 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 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 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. If a specific number of persons has been booked, the above 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 be 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 unused 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 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

9.2. 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 **YH's** management.

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 regards the time 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 cancellation, the client 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 client's immediate cancellation 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** 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 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 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) wilfully or negligently damages or improperly uses the **YH's** inventory, facilities and amenities including outside property and any cultivated plants and facilities there

e) violates the no smoking or the no alcohol rule

f) if he behaves 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 client 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 client 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 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/her 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 profits 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 about same as well as about the cancellation itself. 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 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 client 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 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 safe-keeping. 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 **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.

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 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 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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Executive Officers: Michael Gößl, Winfried Nesensohn  
Registry of Associations: VR 4127 at Munich Municipal Court (Registry Court)  
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Connected partner youth hostels (as mentioned in the introductory paragraph to these Terms and Conditions) are:

JH Augsburg, Unterer Graben 6, 86152 Augsburg; Rechtsträger: Verein Augsburger Gesellschaft für Lehmbau, Bildung und Arbeit e. V.

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: Stadtbau GmbH Bamberg, E.T.A.-Hofmann-Platz 2, 96047 Bamberg.

JH Benediktbeuern „Don Bosco“, Don-Bosco-Straße 3, 83671 Benediktbeuern; Rechtsträger: Salesianer Don Boscos Benediktbeuern, St. Wolfgangs-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: Stadt Dinkelsbühl, Segringer Str. 30, 91550 Dinkelsbühl.

JH Forchheim „Don Bosco“, Don-Bosco-Str. 4, 91301 Forchheim; Rechtsträger: Salesianer Don Boscos Benediktbeuern, St. Wolfgangs-Platz 10, 81669 München.

JH Hof, Beethovenstr. 44, 95032 Hof; Rechtsträger: Integra Hof e. V., Sedanstr. 17, 95028 Hof.

JH Gunzenhausen, Spitalstraße 3, 91710 Gunzenhausen  
Rechtsträger: Stadt Gunzenhausen, Marktplatz 23, 91710 Gunzenhausen.

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

JH 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 des Bayerischen Jugendrings, KdöR, Herzog-Heinrich-Straße 7, 80336 München.

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., Postfach 71 01 40, 90238 Nürnberg.

JH Waldmünchen, Schloßhof 1, 93449 Waldmünchen, Jugendbildungsstätte 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.