Dear guest of youth hostels in Bavaria,
The German Youth Hostel Association, Bavarian Regional Association — abbreviated to “DJH-LvB” in the following — is the owner or operator of youth hostels in Bavaria. In order for you to be able to enjoy all the experience to bear in order to make your stay at the respective YH as pleasant as possible. A contributory role in this respect is played by clear arrangements regarding the rights and obligations of yourself as a contractual partner of the DJH-LvB and as a Guest, and we thus wish to make the respective arrangements with you in the form of the following Lodging Terms & Conditions. These Terms & Conditions, insofar as effectively agreed, shall become the contents of the accommodation contract that you — referred to in the following as the “Guest” — conclude with the respective legal entity acting as your contractual partner. These Terms & Conditions are an essential component of any booking made by phone or the internet. For this reason please read through these Lodging Terms & Conditions with care before making your booking. These Lodging Terms & Conditions also apply, insofar as effectively agreed, to accommodation contracts in youth hostels for which not the DJH-LvB is the contracting party but an affiliate partner of the DJH-LvB. Details of the respective accommodation contract can be found in the list at the end of these Lodging Terms & Conditions. In the event of a booking with such an affiliate partner, the designation “the DJH-LvB” shall stand for the respective legal entity acting as your contractual partner in the respective accommodation contract.

1. Prerequisites for admission in a YH and conclusion of accommodation contract

1.1. Membership in the German Youth Hostel Association or other association of the International Youth Hostel Federation (IYHF) is a prerequisite for admission in a YH and utilisation of the contractual services. Proof of such membership is to be furnished by the Guest on admission in the YH on arrival. Until membership has been acquired or proven, the DJH-LvB shall be entitled to refuse use of the accommodation and the rendering of other contractual services. Should membership remain lacking after an appropriate time limit, membership not be acquired or proven by the time of checking-in at the YH at the latest, the DJH-LvB shall be entitled to terminate the accommodation contract and, in accordance with Secs. 7.3 to 7.6 of these Lodging Terms & Conditions, charge cancellation costs to the account of the Guest.

1.2. Information on membership requirements can be obtained by calling +49 (0)9220908555, visiting www.bayern.jugendherberge.de/Mitgliedschaft on the internet or on request can be provided to the Guest free of charge, are only possible on the basis of a respective express agreement. The designation “the DJH-LvB” shall stand for the respective legal entity acting as your contractual partner in the respective accommodation contract. Insofar that use is made of the designation “YH” in the following provisions, this shall concern in a technical sense the LJH, unless otherwise mentioned otherwise in individual cases.

1.3. It is thus incumbent on the Guest to ensure fulfilment of the requirements for membership in good time before arrival or booking the accommodation and to be in possession of proof of respective membership on arrival.

2. Legal status of the youth hostels; conclusion of contract; travel agents; information in catalogues and similar directories; deviating booking confirmations; non-binding reservations; guests with reduced mobility; booking procedure

2.1. The YH of the Bavarian Regional Association are legally dependent establishments of the DJH-LvB. Insofar that use is made of the designation “YH” in the following provisions, this shall concern in a technical sense the LJH and/or DJH-LvB as the contractual partner of the Guest insofar as not expressly mentioned otherwise in individual cases.

2.2. Means of conclusion of contract:

a) The description of the YH on the internet, or in DJH print media and supplementary information in the basis of the booking, insofar as available to the Guest at the time of booking, shall form the basis of the offer by the DJH-LvB and the booking made by the Guest.

b) The hostel managers of the YH act in their capacity as the legal representative of the DJH-LvB regarding conclusion of contract, termination, cancellation and in all other matters.

c) Travel agents and reservation offices are not authorised by the DJH-LvB to enter agreements or to provide information or assurances that modify the agreed contents of the contract, go beyond the contractually promised services of the DJH-LvB and stand in contradiction to the description of the accommodation and/or services.

2.3. In catalogues and similar directories not issued by the DJH-LvB or not agreed in writing by the DJH-LvB the following shall apply:

a) The description of the YH on the internet, or in DJH print media and supplementary information in the basis of the booking, insofar as available to the the Guest at the time of booking, shall form the basis of the offer by the DJH-LvB and the booking made by the Guest.

b) The hostel managers of the YH act in their capacity as the legal representative of the DJH-LvB regarding conclusion of contract, termination, cancellation and in all other matters.

c) Travel agents and reservation offices are not authorised by the DJH-LvB to enter agreements or to provide information or assurances that modify the agreed contents of the contract, go beyond the contractually promised services of the DJH-LvB and stand in contradiction to the description of the accommodation and/or services.

d) Information in catalogues and similar directories not issued by the DJH-LvB or not agreed in writing by the DJH-LvB, which provide entitlement to cancellation or acceptance of bookings made by phone — otherwise agreed.

2.4. Offers made by the DJH-LvB or the YH in response to respective requests (particularly regarding the type and number of available accommodations, prices and special services) represent in principle non-binding information regarding availability and do not constitute a legally binding contractual offer to the Guest.

2.5. The following shall apply to bookings made by telephone, in writing, per email or in person:

a) In making a booking, the Guest enters into a binding obligation towards the DJH-LvB to conclude an accommodation contract. The Guest is bound to the offer for 5 working days (whereby Saturday is not counted as a working day) unless, in particular, in the case of bookings made by phone — otherwise agreed.

b) The contract shall be deemed concluded on delivery of the written booking confirmation (declaration of acceptance) by the DJH-LvB or the YH by email or facsimile.

c) Oral bookings made on site at the YH lead, in the event of acceptance in the form of a binding oral confirmation by a member of the YH staff, to conclusion of a binding accommodation contract of which the provided Lodging Terms & Conditions form a constituent part. Insofar that at the time of booking the Guest had the possibility to take cognisance of these Lodging Terms & Conditions in a respective manner, i.e. as displayed on a notice board at the YH, the YH which require are possible for a stay by the Guest or acceptance of the booking despite the problems and restrictions expected for the Guest.

d) A contract is not dependent on whether the booking has been made a component part of the YH or not. The DJH-LvB is the contracting party if, in the event of a booking, the former shall constitute a new offer by the DJH-LvB or the DJH-LvB is free to decide whether to accept the DJH-LvB's contractual offer or not. If the DJH-LvB refuses the offer, the Guest shall be informed of such storage and the possibility to object.

2.6. The contract is formed through the booking confirmation, which is shown on the entire online booking form the Guest declares acceptance by means of express declaration, down payment or remaining payment, or utilisation of the accommodation.

2.7. The contract is formed through the booking confirmation, which is shown on the screen immediately after the button "book with obligation to pay" has been clicked (real-time booking). The Guest shall be offered the possibility to immediately store and also to print the booking confirmation. The booking confirmation is an essential component of any booking made by phone or the internet and shall be deemed a legal binding manner irrespective of any booking confirmation still to be effected by the DJH-LvB.

2.8. Insofar that use is made of the provision for withdrawal following conclusion of contract shall not apply.

2.9. The following applies for bookings regarding guests with health impairments, disabilities or reduced mobility:

a) Assuming respective capacities and their actual availability in the respective YH, the DJH-LvB shall endeavour to accommodate guests with health impairments, disabilities or reduced mobility in the YH concerned. However, the DJH-LvB urgently requests the Guest to provide precise information in the booking process on the type and extent of existing disabilities, health impairments or reduced mobility so that it can be determined whether a stay in the desired YH is possible and whether the booking can be confirmed.

b) The Guest is not obliged to provide such information. However, should the Guest wish to call to the DJH-LvB’s attention the fact that the implementation of the booking the DJH-LvB shall have no warranty obligation with regard to restrictions that may affect the Guest due to circumstances not known to the DJH-LvB (e.g. due to problems or restrictions expected for the Guest).

c) Should it transpire in the case of voluntarily provided information that the requested accommodation or relevant facilities of the YH are unsuitable for the Guest in the light of his/her particular concerns, the DJH-LvB or the YH shall take up the matter with the former, i.e. as displayed on a notice board at the YH, the YH which require are possible for a stay by the Guest or acceptance of the booking despite the problems and restrictions expected for the Guest.

d) The DJH-LvB or the YH in response to respective requests (particularly regarding the type and number of available accommodations, prices and special services) represent in principle non-binding information regarding availability and do not constitute a legally binding contractual offer to the Guest.

2.10. Oral bookings made on site at the YH lead, in the event of acceptance in the form of a binding oral confirmation by a member of the YH staff, to conclusion of a binding accommodation contract of which the provided Lodging Terms & Conditions form a constituent part. Insofar that at the time of booking the Guest had the possibility to take cognisance of these Lodging Terms & Conditions in a respective manner, i.e. as displayed on a notice board at the YH, the YH which require are possible for a stay by the Guest or acceptance of the booking despite the problems and restrictions expected for the Guest.

3. Services and changes in services

3.1. The services owed by the DJH-LvB result solely from the contents of the booking confirmation in conjunction with the valid brochure or description provided by the YH as well as any supplementary agreements expressly made with the Guest. The Guest is recommended to make supplementary agreements in writing.

4. Cancellation and change of accommodation contract

4.1. The contract is formed through the booking confirmation, which is shown on the entire online booking form the Guest declares acceptance by means of express declaration, down payment or remaining payment, or utilisation of the accommodation.

4.2. In case of cancellation of the accommodation contract, the following shall apply:

a) The contract is formed through the booking confirmation, which is shown on the entire online booking form the Guest declares acceptance by means of express declaration, down payment or remaining payment, or utilisation of the accommodation.

b) Should it transpire in the case of voluntarily provided information that the requested accommodation or relevant facilities of the YH are unsuitable for the Guest in the light of his/her particular concerns, the DJH-LvB or the YH shall take up the matter with the former, i.e. as displayed on a notice board at the YH, the YH which require are possible for a stay by the Guest or acceptance of the booking despite the problems and restrictions expected for the Guest.
4. Prices and price increases

4.1. The prices agreed between the Guest and the DJH-LvB or the YH shall apply.

4.2. Should the prices for the time period booked by the Guest have not yet been set in the price list of the contract, in the case of contracts concluded on the basis of Sec. 315, German Civil Code, the prices set retrospectively by the DJH-LvB for the respective booking period and the booked services shall apply. Should such prices not be based on the respective prices for the respective booking period, the prices that are necessary for the Guest or that he/she desires without an explicit agreement in this respect. Particular care services for such guests are contractually due only when expressly agreed or expressly offered in the basis of the booking as a general service of the hostel. Applicable mandatory statutory provisions on obligations regarding the admission of such persons shall remain unaffected.

3.7. Regarding contractual obligations towards minors, see Sec. 5 of these Terms & Conditions.

5. Minors

5.1. Children up to 15 years of age shall have no claim to admission. They shall, insofar as admission can take place, be admitted only to a YH of the DJH-LvB if accompanied by a person of legal age with the right of custody and care to the respective child/children. Declarations of consent, no matter in what form, from persons entitled to the custody of the child and not admitted as a Guest at the same time as the child, shall not enable admission of the child.

5.2. The accommodation of minors aged between 16 and 18 shall in all cases be segregated according to sex. Mixed accommodation can only take place with the written declaration of consent of the person(s) entitled to the care and custody of the child and this declaration must be furnished on arrival to the management of the YH. (In the original or by SNM transmission.) Pursuant to Sec. 5.1, the foregoing provision shall not apply to the admittance of children accommodated together with the person(s) entitled to their care and custody.

5.3. In the case of accompanying non-minor and unaccompanied minors, the obligation of the DJH-LvB or the YH to perform does not include assumption of a supervisory duty without an explicit agreement in this respect. Supervisory duty, particularly with due regard to general or specific information on local circumstances and safety hazards (to provide relevant information and to ensure safety) to be transported with the papers of the legal representatives or accompanying adults.

6. Payment and rebooking

6.1. The local YH, insofar as they attend to payment processing as agreed, are the collection agents of the DJH-LvB provided that all the rights and obligations set down in the following also apply to the local YH as the collection agent and representative of the DJH-LvB.

6.2. The due date for the down payment and remaining payment shall conform to the arrangement reached with the Guest and if appropriate also noted in the booking information. In the case of bookings for the period of the DJH-LvB accommodation price including remuneration of incidental expenses and additional services shall become due and must be paid on site to the local YH on arrival in the YH and before use of the accommodation or utilisation of the contractual services in this category.

6.3. Following conclusion of contract, the DJH-LvB or the YH may require a down payment. Unless otherwise agreed in individual cases, this shall amount to 50% of the price of the accommodation services and is to be paid to the entity stated in the booking confirmation and the account stated at the same place within 4 weeks of receipt of the booking confirmation, or without further delay in the case of bookings made within 4 weeks of the start of occupancy, whereby the date on which the booked amount is credited to the stated bank account shall apply regarding the timeliness of payment. The same shall apply to the payment of the entire price for the accommodation and the contractual services when advance payment has been expressly agreed. In case of an explicit request for an advance payment, not make an advance payment but remit the entire price by means of bank transfer to the stated account up to 4 weeks before the start of occupancy. In the case of bookings made within 6 weeks of the start of occupancy, the entire price shall be paid on site to the respective YH on arrival and before use of the accommodation or utilisation of the local contractual services.

6.5. Payments, particularly payments made from abroad, must in principle be effected without charges or expenses for the stated payment recipient. Payments may not be made in foreign currencies or by collection-only cheques. Payments by credit card are normally possible. However a legal claim to payment by credit card does exist.

6.6. If the DJH-LvB or the local YH is ready and able to render the contractual services and should a statutory or contractual right of retention or right of set-off exist on the part of the Guest, the following shall apply:

a) In the case of a complete right of cancellation, payment of other advance payment the Guest shall have no claim to use of the accommodation and utilisation of the contractual services

b) Should the Guest not complete an agreed down payment or other advance payment despite a reminder from the DJH-LvB setting a time limit, the DJH-LvB shall be entitled to cancel the contract with the Guest and to charge cancellation costs to the Guest's account in accordance with Sec. 7 of these Terms & Conditions.

6.7. Following conclusion of contract the Guest shall have no claims to changes regarding the arrival and departure date or the start and end of occupancy, the type of room, the type of catering, the length of stay, the booked additional services, or other contractual services (rebooking). Should a rebooking be undertaken at the wish of the Guest however up to 6 weeks before the start of occupancy, the DJH-LvB shall be entitled to charge a rebooking fee of €20.00 per rebooking. Rebooking wishes expressed by a Guest last not less than 4 weeks before the start of occupancy can only be fully, uninformed, that they can be met at all, following cancellation of the accommodation contract in accordance with Sec. 7 accompanied by a simultaneous new booking. This does not apply to rebookings that only cause minor costs.

7. Cancellation and no-shows; discontinuance of stay

7.1. The Guest shall note that a general statutory cancellation or termination right does not exist with regard to accommodation contracts. However the DJH-LvB grants the Guest a contractual right of cancellation pursuant to the following provisions.

7.2. Cancellation is possible any time until the start of occupancy. The Guest is recommended to make the cancellation in writing to avoid misunderstandings. The notice of cancellation is in all circumstances to be addressed to the YH. The right to cancelling can be exercised up to 1 month before the start of occupancy, whereby the date of the received request is decisive. In the event of cancellation later than 1 month before the start of occupancy, the claim of the DJH-LvB for payment of the agreed accommodation price including the catering portion and the charges for additional services shall remain valid.

7.3. The DJH-LvB shall, within the normal course of its business and with no obligation to particular efforts, endeavour to achieve other use of the accommodation or beds and other use of the non-availed services under consideration of the particular character of the booked accommodation (such as family room; group room).

7.4. Income accruing from other use of the accommodation as well as expenses savings that results from the subsequent let of the accommodation to a third party, the DJH-LvB is expressly reserved the right to furnish proof to the Guest and not to above the higher revenue than offset. If such proof is furnished, the Guest shall only be obliged to pay the correspondingly lower amount.

7.5. It is strongly recommended that travel cancellation insurance is taken
8. Arrival and departure

8.1. The Guest shall have no claim to use of the accommodation or utilisation of the contractually agreed services at a specific time on the day of arrival. Equally on the day of departure there shall be no claim to use of the accommodation and the facilities on the premises until the time of arrival or departure has been agreed.

8.2. Unless otherwise explicitly agreed in individual cases, the time from which the accommodation can be used on the arrival day and the latest point for vacating it is up to a certain time.

8.3. The Guest must arrive at the stated or agreed point in time.

8.4. In the event of later arrival the following shall apply:

a) If such information is not provided with due notice, the DJH-LvB shall be entitled to use or have the accommodation used for other use.

b) If the information is not provided with due notice, the DJH-LvB shall be entitled to terminate the accommodation contract by the DJH-LvB.

8.5. The accommodation contract must be vacated by the Guest on the departure day. In the event that the accommodation is not vacated by the stated time, the DJH-LVb may require additional remuneration. The DJH-LvB reserves the right to assert claims for more extensive damages.

9. Duties of the Guest; house rules; exercise of domiciliary rights; no allowance of animals; general smoking ban; termination by the DJH-LvB

9.1. The Guest is required to observe the house rules insofar that they have been made known or handed out in the individual facilities, and to treat the accommodation and its facilities solely in accordance with the conditions relating to their use. Parents and other legal representatives or vicarious agents of the Guest shall be responsible for their children or other minor persons.

9.2. The house rules contain provisions and restrictions concerning night silence, intoxicated persons, animals, smoking, etc. The same shall apply to third-party services brokered at the premises or to consume alcoholic beverages that have been brought onto the premises or to consume alcoholic beverages purchased in the premises.

9.3. The DJH-LvB is obliged to observe the house rules insofar that it has been made known or handed out in the individual facilities or displayed as a notice enables recognition in a reasonable manner. Parents and other legal representatives or vicarious agents of the Guest shall be responsible for their children or other minor persons.

9.4. The DJH-LvB shall not be responsible for any damage caused, the responsibility for its cause, and attribution of the damage to the Guest or preceding guests.

9.5. TheDJH-LvB is obliged to treat the accommodation and its facilities solely in accordance with the intended purpose and in accordance with the rules of use insofar as available, and in a careful manner altogether.

9.6. If the YH of the DJH-LvB a strict smoking ban applies on the complete hostels premises and its grounds, with the exception of explicitly designated smoking areas.

9.7. In no YH of the DJH-LvB it is permitted to bring alcoholic beverages onto the premises, to consume alcoholic beverages in the facilities or on its premises. Pursuant to statutory provisions for the protection of minors, only alcoholic beverages purchased in the YH itself may be consumed.

9.8. The DJH-LvB is obliged to inform the Guest about the availability of its facilities on taking up use of the accommodation and to notify the hostel management immediately of identifiable defects or damage. This obligation also applies to defects or damage not regarded as a nuisance or impairment by the Guest if it is objectively recognisable to the Guest that uncertainty may arise regarding when the damage was caused, the responsibility for its cause, and attribution of the damage to the Guest or preceding guests.

9.9. The DJH-LvB is required to notify the hostel management immediately of occurring defects and disruptions and to demand their remedy. In the event of repeated occurrence of defects or disruptions or if the remedial measures by the hostel management do not redress the defects or disruptions, the Guest shall be obliged to report the defects or disruptions.

9.10. The DJH-LvB shall present a statement to the hostel management, set the DJH-LvB an appropriate deadline for remedial action, unless remedial action is impossible, or is refused by the DJH-LvB or the hostel management, or if for such reason continuation of the stay is objectively unreasonable for the Guest.

9.11. Bringing animals of any kind onto the premises is in principle not permitted.

9.12. The management of the respective YH or its appointee shall exercise domiciliary rights for the DJH-LvB. The hostel management or appointee is authorised to give warnings, give notice, impose bans on entering the premises or parts of them and as the legal representative of the DJH-LvB to make any other legal declarations on its behalf and to receive such declarations as its representative and receiving agent. This applies to the hostel manager and each proxy that he/she authorises.

10. Cancellation and termination by the DJH-LvB

10.1. The DJH-LvB shall be entitled to terminate the accommodation contract after the agreed occupancy or without notice if the Guest, regardless of a warning given by the management of the YH

a) continuously contravenes the house rules,

b) lastingly disturbs the domestic peace, other guests, the hostel managers or other third parties,

c) jeopardises the safety of the YH, its facilities, that of other guests or of the hostel managers,

d) intentionally or negligently damages the furnishings and fixtures or makes improper use of systems or facilities of the YH, including the grounds and the plantings or equipment on the grounds.

e) violates the ban on alcoholic consumption or the smoking ban,

f) behaves contrary to the contract in another way to an extent that immediate termination of the contract is justified.

10.2. If the DJH-LvB terminates without notice if the Guest’s breach of obligations is so serious that, particularly in the interest of the other guests and of safety (particularly also with regard to the committing of criminal offences), immediate notice of termination is also justified in consideration of the interests of the respective Guest.

10.3. The DJH-LvB shall be entitled to terminate the contract before the start of occupancy if it is objectively and tangibly expected that the behaviour of the Guest would jeopardise the stay.

10.4. If the Guest has made false or misleading statements regarding his person, his membership in accordance with Sec. 1 of these Terms & Conditions, the cause and purpose of the booking, or other material circumstances, the DJH-LvB shall be entitled to cancel the contract before the start of occupancy or to terminate the contract after the start of occupancy if the DJH-LvB would have been entitled to refuse the booking on factual grounds and pursuant to statutory provisions on leviable damages.

10.5. If the DJH-LvB terminates or cancels the contract, it shall retain its claim to the whole accommodation fee; from this however it must offset the value of any savings. Expenses for amenities possibly accruing through alternative use of the services not utilised by the Guest concerned. The provisions in Sec. 7.4 to 7.8 shall apply accordingly.

10.6. The DJH-LvB shall be entitled to terminate the accommodation contract if fulfillment of the contract and in particular the stay by the Guest will be prevented, considerably hampered, endangered or impaired due to circumstances beyond the control of the DJH-LvB, such as, in particular, damage by natural forces, official regulations and bans, illness, epidemics or any other cases of force majeure.

The DJH-LvB is obliged to inform the Guest immediately of the circumstances that form the reasons for termination of contract, and to give notice of termination. Any payments already made by the Guest shall be refunded immediately. Further claims by the Guest are excluded.

11. Limitation of liability; parking of cars and bicycles

11.1. The liability of the DJH-LvB under the accommodation contract in accordance with Section 356a, German Civil Code, for damage not arising from injury to life, body, health excluded is not attributable to an intentional or grossly negligent breach of duty on the part of the DJH-LvB or a legal representative or vicarious agent of the DJH-LvB.

11.2. Pursuant to Sec. 701 f. of the German Civil Code the liability of the DJH-LvB as accommodation host for property brought by guests onto the premises shall not be affected by this provision.

11.3. The DJH-LvB shall be liable for defaults in performance in connection with service activities that are merely brokered during the Guest’s stay as third-party services and recognisable as such for the Guest (such as sports events, visits to the theatre, exhibitions, etc.). The same shall apply to third-party services brokered at the premises of the DJH-LvB, or a legal representative or vicarious agent of the DJH-LvB.

11.4. Insofar that the Guest is provided a parking space in the garage of the YH or in the immediate vicinity of the YH, the DJH-LvB cannot be held liable for damage caused by third parties.

11.5. The DJH-LvB shall not be liable for the loss of or damage to vehicles parked or moved on its property, or the contents thereof, or for bicycles, insofar that the YH, its legal representative or vicarious agent are not responsible for intentional or gross negligence.

12. Statutes of limitation

12.1. Contractual claims lodged by the Guest against the DJH-LvB under the accommodation contract for damage arising from injury to life, body or health including contractual claims against the DJH-LvB against the DJH-LvB or a legal representative or vicarious agent of the DJH-LvB shall fall under the statute of limitation within three years. The same shall apply to claims for compensation for other losses attributable to a grossly negligent breach of duty on the part of the DJH-LvB, or an intentional or grossly negligent breach of duty on the part of its legal representatives or vicarious agents.

12.2. All further contractual claims shall fall under the statutes of limitation within one year. If the last day of the limitation period falls on a Sunday, on a general public holiday state-recognised as such at the place of declaration, or on a Sunday, such day shall be reckoned as the next working day.

12.3. The limitation period according to the foregoing provisions shall begin with the end of the respective year in which the claim arose and in which the Guest became aware of the circumstances giving rise to the claim and in which the DJH-LvB as the liable party became aware of or without gross negligence on its part, should have become aware of said circumstances.

12.4. If negotiations are in progress between the Guest and the DJH-LvB in respect of the lodged claims or the circumstances giving rise to the claims, the limitation
period shall be suspended until such time as the **Guest** or the **DJH-LvB** refuse to continue the negotiations. The aforementioned limitation period of one year shall become effective 3 months following such suspension at the earliest.

### 13. Choice of law and venue

13.1. The contractual relationship between the **Guest** and the **DJH-LvB** shall be governed exclusively by German law. The same shall apply to the further legal relationship.

13.2. The **Guest** may only file a legal action against the **DJH-LvB** at the latter's place of business.

13.3. For legal action brought against the **Guest** by the **DJH-LvB**, the residence of the **Guest** shall be decisive. For legal action brought against guests with their residence or habitual abode abroad, or whose residence or habitual abode is not known at the time of the institution of legal proceedings, the place of business of the **DJH-LvB** is agreed as the place of jurisdiction.

13.4. The foregoing provisions shall not apply if and to the extent that non-mandatory provisions of the European Union or other international provisions pertinent to the contract are applicable.