

LODGING TERMS & CONDITIONS OF THE GERMAN YOUTH HOSTEL ASSOCIATION, BAVARIAN REGIONAL ASSOCIATION FOR GROUPS

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. The employees of the **DJH-LvB** and the individual **youth hostels** – abbreviated to "**YH**" in the following – bring every effort and all their experience to bear in order to make the stay of your group 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 well as those of the participants in your group, 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 "**Group Contracting Party**", abbreviated to "**GA**" – will be concluding with the **DJH-LvB** in the event of a booking. These Lodging Terms & Conditions supplement applicable statutory provisions. **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 affiliate partners 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. Area of application of these Lodging Terms & Conditions; definition and status of participants

1.1. These Lodging Terms & Conditions, insofar as effectively agreed, apply for the booking of accommodation for organised groups. A "group" within the meaning of these Lodging Terms & Conditions is:

a) a plurality of persons concerning whom a contract on occupancy of accommodation or beds and/or use of other services in a **YH** is concluded with an institution, a society, a company or any other incorporated organisation, referred to in the following as "**Group Contracting Party**", abbreviated to "**GA**".

b) an unincorporated plurality of persons referred to as a group in the statutory provisions of the **DJH-LvB**, particularly those concerning group membership, and in invitations to tender and offers; in this case **Group Contracting Party** ("**GA**") refers to the person acting on behalf of the group.

c) every plurality of persons, irrespective of the number of persons involved, legal capacity or status, concerning whose booking application of these Lodging Terms & Conditions was expressly agreed; in this case **Group Contracting Party** ("**GA**") refers to the person acting on behalf of the group.

1.2. A person (or persons) responsible for the group – and abbreviated to "**GV**" in the following – is a person/are persons that the **Group Contracting Party** appoints, and who at the instruction of the **GA** conduct(s) the negotiations and/or handle(s) bookings with the **DJH-LvB** and/or at the instruction of the **DJH-LvB** accompany(ies) the group as its responsible leader(s).

1.3. In the event that a **GA** books group travel, solely the **GA** and not the individual participants shall be the contractual partner and the party liable for payment to the **DJH-LvB**.

1.4. The participants as members of the group, and abbreviated to "**TN**" in the following, have the status of third-party beneficiaries subject to the proviso that the **TN** are not entitled to demand the rendering of the contractual services, in particular the accommodation services, for themselves and/or to modify the contractual agreements with the **GA** without the consent or involvement of the **GA**.

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

2.1. Group membership of the **GA** in the German Youth Hostel Association or other association of the International Youth Hostel Federation (**IYHF**) is a prerequisite for admission in a **YH** of the **DJH-LvB**. Proof of such membership is to be furnished by the **GA** on arrival before admission of the **TN** in the **YH**. 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, despite reminders setting 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. 8.6 to 8.11 of these Lodging Terms & Conditions, to charge cancellation costs to the account of the **GA**.

2.2. The accommodation contract is concluded in accordance with the provisions in Sec. 3 (conclusion of contract) subject to the condition subsequent of proof or acquisition of such group membership. This means that without provision of such proof, a contractual claim to accommodation of the **TN** of the **GA** in the booked **YH** and utilisation of any other contractual services does not exist.

2.3. Information on the requirements for group membership can be obtained by calling +49(0)89/922098555 or visiting www.bayern.jugendherberge.de/Mitgliedschaft on the internet or, on request, can be provided to the **GA** by email or fax.

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

3. Conclusion of contract; travel agents; information in catalogues and directories; TN with disabilities and reduced mobility

3.1. The following shall apply in principle for initiation and conclusion of contract:

a) The managers of the individual legally dependent **YH** act in their capacity as the legal representative of the **DJH-LvB** regarding conclusion of contract, termination, cancellation and in all other matters.

b) 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** or stand in contradiction to the accommodation and/or services description.

c) Information in catalogues and similar directories not issued by the **DJH-LvB** or its parent association shall not be of binding character for the **DJH-LvB** and its obligation to perform unless, in express agreement with the **GA**, such information has been made a component part of the **DJH-LvB**'s obligation to perform.

3.2. The **GA** can express his/her interest in a booking in oral or written form to the **DJH-LvB** by phone, email or via the internet. This expression of interest is without any commitment for the **GA** and serves as the basis for preparation by the **DJH-**

LvB of a quotation that is non-binding on the **GA** and without engagement for the **DJH-LvB**.

3.3. If the **GA** expresses its consent to this quotation to the **DJH-LvB**, the **DJH-LvB** shall make a firm offer for conclusion of an accommodation contract by forwarding a respective contract as well as these Lodging Terms & Conditions. The details of the offer itself and in the description of the **YH** and the supplementary information provided in the basis of quotation (catalogues, brochures, internet descriptions), insofar that these are available to the **GA** at the time of booking, shall form the basis of the firm contractual offer made by the **DJH-LvB**.

3.4. The accommodation contract with the **GA** shall be legally formed when the **GA** accepts the offer by signing the contract and returns it with a stamp or seal and in the form specified for return, without modifications, additions or any restrictions, and when this declaration of acceptance reaches the **DJH-LvB** within the period stated in the offer.

3.5. Should the declaration of acceptance by the **GA** contain modifications, additions or any restrictions in comparison to the contractual offer provided by the **DJH-LvB**, in accordance with statutory provisions a contract shall thus not have been formed. In such cases the **DJH-LvB** shall at its discretion take one of the following courses of action:

a) It shall inform the **GA** that the modifications, additions or other restrictions cannot be accepted and that the contract has thus not been formed.

b) If the modifications, additions or other restrictions are acceptable to the **DJH-LvB**, it shall issue an express confirmation of acceptance. The contract is formed with these modifications, additions or other restrictions on delivery of this confirmation to the **GA**.

c) The **DJH-LvB** shall draw up a new copy of the contract and send it to the **GA**. In accordance with Sec. 3.4 the contract shall come into force when, subject to this provision, the **GA** returns the contract furnished with a legally binding signature within the specified time.

3.6. The **GA** should note that pursuant to the statutory provision in Sec. 312b, para. 3, no. 6, German Civil Code, a right of withdrawal following conclusion of contract does not apply. Agreements regarding variable numbers of participants and on deadlines for conclusive binding communication of the number of participants by the **GA** remain unaffected.

3.7. Insofar that the subject matter of the accommodation contract with the **GA** concerns in whole or in part accommodation for guests with health impairments, disabilities or reduced mobility, the following shall apply:

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 with reduced mobility in the **YH** concerned. However, when asking for a quotation the **GA** is strongly recommended to provide precise information on a form – insofar that a respective form is available to him/her – on the number of such **TN** and the type and extent of their existing disabilities, health impairments or reduced mobility so that the **DJH-LvB** or the respective **YH** can determine whether a stay by this/these **TN** in the desired **YH** is possible, also with regard to their numbers, and whether a firm offer can be made in this respect.

b) If the **GA**, who expressly is not obliged to provide respective information, does not wish to provide such information, or should the respective information become evident from the information voluntarily provided by the **GA**, the **DJH-LvB** may, within the scope of statutory provisions, refuse to make an offer or conclude a contract in whole or with regard to a certain number of such **TN**, if regarding the stated or particular circumstances of the **TN**, as recognisable to the **DJH-LvB**, admission in the **YH** is not possible because the requested accommodation or relevant facilities of the **YH** are not suitable for the **TN** in the light of his/her/their specific concerns or because respectively suitable accommodation is not available in the amounts wished for by the **GA**. Should the **GA** not provide such information, in the case of conclusion of contract the **DJH-LvB** shall have no warranty obligation with regard to restrictions that may affect the **GA** and his/her **TN** due to circumstances not known to the **DJH-LvB** or recognisable to it.

4. Services and changes in services; conference services

4.1. The services owed by the **DJH-LvB** result solely from the contents of the firm offer and the contract basis in accordance with Sec. 3.3) of these Lodging Terms & Conditions. The **GA** is recommended to make supplementary agreements in writing.

4.2. The following shall apply to room lists and occupancy plans:

a) Without a special express agreement the **GA** shall have no claim to allocation of certain rooms to his/her **TN**, to a certain location of rooms or placement of the rooms of **TN** next to or near the rooms of other **TN** and/or of the **GV** or the **GA**. The foregoing provision shall likewise apply to the allocation and placement of beds.

b) Room lists and occupancy plans of the **GA** or the **GV** shall only be binding for the **DJH-LvB** or the **YH** if expressly agreed and if provided within an agreed time period in complete and readily comprehensible written or text form.

c) The **YH** shall be reserved the right to unilaterally change occupancy plans and room lists, also without the consent of the **GA** or the **GV** and also directly on arrival of the participants, insofar that the number and particulars of the participants

(especially with regard to age and sex) have undergone a change in comparison to the original contractual agreement or that the originally agreed room lists or occupancy plans have been changed. Beyond that, in the case of compelling practical reasons the YH shall be entitled to change occupancy plans and room lists, particularly in the case of damage by natural forces and non-deferrable repair work, or for any other reason.

4.3. There shall be no claim to a certain size and certain amenities and facilities in the accommodation allocated to the TN unless an explicit agreement has been made in this respect or the respective size and amenities do not result from the firm offer and the agreed room or price category.

4.4. The DJH-LvB or the local YH are not obliged to provide supplementary services that go beyond provision of the accommodation insofar that this does not result from the firm offer or an explicit agreement has not been made in this respect. This applies in particular to the provision of and access to leisure facilities, catering services, transport services and care and assistance services.

4.5. With regard to amenities, offers, facilities and other services subject to seasonal restrictions expressly pointed out in the quotation or the quotation basis, particularly in the internet description or in the YH brochure, the obligation to perform shall apply only in accordance with these seasonal restrictions.

4.6. Insofar that persons with disabilities, health impairments or reduced mobility are accepted as TN, there shall be no contractual obligation for the production, creation and maintenance of certain conditions, functionalities, facilities or circumstances that are necessary for the respective TN or that he/she desires without an explicit agreement in this respect. Particular care services for such TN are contractually due only when this has been expressly agreed or explicitly 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.

4.7. Regarding contractual obligations towards minors, see Sec. 6 of these Terms & Conditions.

4.8. In the case of conferences the contractual obligation of the DJH-LvB shall, among other things, consist of provision of the conference rooms in the agreed amount, size and length of time, and provision of amenities including expressly agreed technical and other equipment. Without an express contractual agreement, the provision of facilities (such as an amplifier system, data projector, projection screen), particular seating arrangements, materials (such as writing implements, paper) and other services shall not be due.

5. Prices and price increases

5.1. The prices agreed between the GA and the DJH-LvB or the YH shall apply.

5.2. Should the prices for the time period booked by the GA have not yet been set at the time of conclusion of contract, in accordance with the statutory provisions in 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 deviate to the disadvantage of the GA by more than 10% of the prices applicable at the time of the booking for the same lodging period and the same scope of services, the GA shall be entitled to withdraw from the accommodation contract at no charge. The DJH-LvB shall inform the GA within 2 weeks of setting the respective prices; on receipt of the information on the set prices the GA shall assert any possible right of withdrawal against the DJH-LvB without delay.

5.3. Free places, subject to the following provisions, shall solely be granted to schools insofar as not otherwise expressly agreed:

a) Two free places shall be granted on class excursions with over 22 TN and involving 20 paying TN and at least four overnight stays with full board. One free place shall be granted to special needs schools as of 4 overnight stays with full board, irrespective of the size of the class.

b) The free places shall be granted, insofar that the conditions stated at a) are met, subject to condition subsequent. A respective credit entry shall be made and taken into account in the final payment. Accordingly down payments are to be made without taking the free places into account.

c) Should the prerequisites specified at a) for the granting of free places undergo a change without the DJH-LvB being responsible for such change, particularly those concerning reduction in the number of participants or cancellation or termination on the part of the GA or the participants, with the result that the prerequisites in terms of the actual number of participants are no longer fulfilled, the claim to free places shall no longer apply.

5.4. Unless otherwise agreed in individual cases, the DJH-LvB shall be entitled to require a price increase subject to the following provisions:

a) A price increase amounting to up to 10% of the contractually agreed price can be required:

- at an increase in utility costs (water, electric power, natural gas, heating)
- at an increase in personnel costs
- and at the introduction or increase of taxes and dues insofar that these have consequences on the agreed accommodation fees.

b) An increase is permissible only if more than 4 months lie between the conclusion of contract and the contractually agreed start of occupancy and the circumstances leading to the increase had not occurred before conclusion of contract and were not foreseeable for the DJH-LvB at the time the contract was concluded. The DJH-LvB shall inform the GA immediately once the reason for the increase has become known and shall assert its claim to and explain the reason for the increase.

c) In the case of a permissible increase that exceeds 5% of the agreed basic accommodation price, the GA may withdraw from the contract without a payment obligation towards the DJH-LvB. The notice of withdrawal from the contract need not be made in any particular form and is to be furnished to the DJH-LvB immediately on receipt of notification of the price increase. To avoid misunderstandings the GA is recommended to make the notice of withdrawal in writing or in text form (email).

6. Minors

6.1. In the case of accompanying minors 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. The supervisory duty shall be

incumbent on the GV appointed by the GA.

6.2. It is incumbent on the GA to appoint a sufficient number of qualified GV as supervisors of the TN as the contractual primary obligation. The GA is obliged to provide the DJH-LvB or the YH the name, address, landline phone no. and mobile phone no. of the GV at least two weeks prior to the contractually agreed start of occupancy. If any changes are made regarding the person of the GV, the changed data must be communicated without delay.

6.3. If in activities in the YH the group of the GA is divided into various smaller groups, or if part of the group or individual participants stay in the YH within the context of other activities pursued by other group members, or if under-age participants are permitted self-reliant activities, the following shall apply:

a) It shall be incumbent on the GA to ascertain that supervision is ensured of the respective sub-group by a competent person of legal age.

b) If the under-age participants are permitted self-reliant activities, the GA must obtain respective written declarations of consent from the legal representative(s) before travel and arrival in the YH and furnish it as proof to the YH.

6.4. Supervisory duty of all under-age participants shall be borne fully and completely by the GV. This comprises instruction, guidance, monitoring, supervision and where appropriate reprimands and implementation of concrete supervisory measures. In this respect the GV shall in particular be responsible for informing under-age participants in his/her group about local circumstances and safety hazards, about the rules and regulations provided in the house rules of the respective YH as well as instructions and bans issued by the hostel management, and shall ensure that such requirements are adhered to.

6.5. Only persons of legal age may in principle be appointed to act in the capacity of a GV.

6.6. The DJH-LvB or the hostel management or an appointee of the YH shall be entitled to make legal declarations of any kind to the GV, particularly reprimands, warnings, notices of termination, behavioural instructions on adherence to the house rules or other declarations, with legal effect for the DJH-LvB and the GA.

6.7. Should the person, qualification or concrete behaviour or omissions of a GV prove objectively to be inadequate, particularly also with regard to incurred disturbances to the domestic peace, violation of the house rules, damage to property, criminal offences or comparable acts, the DJH-LvB or the management of the YH or an appointee of the YH shall be entitled to demand from the GA immediate substitution of the GV or deployment of further GV.

7. Payment and rebooking

7.1. The local YH are the collection agents of the DJH-LvB subject to the proviso 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.

7.2. Regardless of the payment that the GA must require of and receive from his/her TN for participation in the stay or utilisation of the contractual services, all pecuniary obligations directly concern the GA as the principal.

7.3. The due date for the down payment and remaining payment shall conform to the arrangement reached with the GA and if appropriate also noted in the firm offer. If a particular arrangement has not been made, payment amounting to 50% of the entire price (including remuneration of all incidental expenses and additional services) shall become due and must be paid to the local YH at least four weeks before the start of occupancy; the remaining sum shall become due and must be paid to the local YH on site on arrival of the group, before occupancy of the accommodation or beds and utilisation of the contractual services. In individual cases and subject to express prior agreement, complete payment is required before the start of occupancy, also in the case of GA with their domicile in Germany.

7.4. In principle and unless otherwise expressly agreed, GA domiciled abroad are required to remit the entire price (including remuneration of all incidental expenses and additional services) to the respective YH 4 weeks before the start of occupancy.

7.5. In the case of all sums, the date on which a sum is credited to the stated bank account of the respective YH shall apply regarding the timeliness of payment.

7.6. Unless otherwise expressly agreed, neither the DJH-LvB nor the YH are entitled or obliged to demand of or accept direct payments from the TN of the GA. The GA must take steps to ensure that the TN make no payments to the DJH-LvB or the respective YH. This last provision shall not apply to services offered on site for individual TN for immediate payment.

7.7. In the case of stays of over 1 week, the DJH-LvB may, on expiry of 1 week, invoice and require payment of the sums for the preceding days of the stay and for additional services (such as catering services not included in the accommodation price, additional services or events booked on site).

7.8. Payments may not be made in foreign currencies or by collection-only cheque. Credit card payments shall only be possible if agreed or if offered by the DJH-LvB in general through display of a notice. Payments shall not be possible by bank transfer on departure at the end of the stay.

7.9. 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 not exist on the part of the GA, the following shall apply:

a) Without complete payment of an agreed down payment or other advance payment the GA shall have no claim to use of the accommodation and utilisation of the contractual services

b) Should the GA not or not completely make 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 GA and to charge cancellation costs to the GA's account in accordance with Sec. 8 of these Terms & Conditions.

7.10. Following conclusion of contract the GA shall have no claim to changes regarding the arrival and departure date or the start and end of occupancy, the room types, the catering type, the length of stay, the booked additional services or other contractual services (rebooking). Should a rebooking be undertaken at the wish of the GA however up to 4 weeks before the start of occupancy, the DJH-LvB shall be entitled to charge a rebooking fee of €50.00 per rebooking. Rebooking wishes expressed by the GA later than 4 weeks before the start of occupancy can only be fulfilled, insofar that they can be met at all, following cancellation of the accommodation contract in accordance with Sec. 8 and a simultaneous new booking. This does not apply to rebooking wishes that only

cause minor costs. **Rebooking fees shall not be charged in the case of changes contractually agreed with the GA from the very outset regarding the number of participants, the number and kind of beds/rooms and the category or the catering, insofar that the GA makes such changes within the agreed time limits.**

8. Cancellation and no-shows; reduction in the booked beds/rooms or in the number of participants; processing fee; communication of number of participants; cancellation of conference services

8.1. The GA should note that a general statutory cancellation right or termination right does not apply with regard to accommodation contracts. Accordingly a contractual cancellation right on the part of the GA exists only if expressly agreed with the DJH-LvB. A right to termination or to cancellation by virtue of commercial custom is expressly excluded.

8.2. An agreed cancellation right can only be exercised by the GA within the time limit agreed with the DJH-LvB. The cancellation must be made in writing or in electronic text form.

8.3. A right on the part of the GA to partial cancellation or partial termination or to reduction with respect to the number of participants and/or booked beds/rooms and to cancellation of additional services, in particular catering services or other services, shall only apply insofar as expressly agreed. Sec. 8.2 shall apply accordingly.

8.4. Irrespective of cancellation rights agreed in individual cases, cancellation can be exercised by the GA up to 2 months before the day of the start of occupancy, whereby the time the notification of cancellation is received by the respective YH shall be decisive. In the event of cancellation later than 2 months before the start of occupancy, the claim of the DJH-LvB for payment of the agreed accommodation price including the catering portion and charges for additional services shall remain valid.

8.5. Insofar as not expressly agreed with the DJH-LvB that cancellation, termination or reduction in number of participants or beds/rooms can be performed at no charge or in the event that the GA cannot adhere to the agreed time limit, the following shall apply: 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. This excludes a reduction in the number of participants of up to 10% of the booked beds/rooms, which if made once shall not prompt an obligation to payment of cancellation costs.

8.6. In the event of cancellation subject to a fee, 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).

8.7. Income accruing from other use of the accommodation or other utilisation of the services, as well as expenses saved insofar that this is not possible, must be offset by the DJH-LvB.

8.8. Insofar as justified for factual reasons, in particular late or short-notice cancellation by the GA or no-shows without notice of withdrawal, the booking levels in the YH or a poor booking situation due to unfavourable weather conditions, the DJH-LvB may offer the accommodation and additional services not availed of or put to other uses, also at lower prices than those agreed with the GA. In this case solely the respectively lower revenues shall be offset.

8.9. Insofar that the GA does not exercise the right of cancellation agreed in accordance with Sec. 8.4 or fails to do so with due notice, in accordance with the percentages recognised in court decisions regarding assessment of saved expenditures, he/she shall pay the following sums to the DJH-LvB, related in each case to the entire price of the accommodation services, the additionally agreed catering services and possible further additional services and incidental costs, but without taking possible public charges such as visitors tax, into account:

■ For overnight accommodation without catering	90%
■ For overnight accommodation/breakfast	80%
■ For overnight accommodation with breakfast and lunch or supper	70%
■ For overnight accommodation with breakfast, lunch and supper	60%

8.10. The GA is expressly reserved the right to furnish proof to the DJH-LvB that the saved expenses are substantially higher than the foregoing allowed deductions or that the accommodation services or other services have been utilised in another way or that through another use of the accommodation the DJH-LvB has earned higher revenue than offset. If such proof is furnished, the GA shall only be obliged to pay the correspondingly lower amount.

8.11. The foregoing provisions shall likewise apply if the GA or its TN discontinue the stay for a reason relating to their person (Sec. 537, para. 1, sen. 1, German Civil Code). Warranty claims of the GA or the TN shall remain unaffected in this respect.

8.12. It is strongly recommended that travel cancellation insurance is taken out!

8.13. If variable participant numbers and/or beds/rooms have been agreed with the GA, the GA shall inform the DJH-LvB in writing or in text form of the conclusive participant numbers or beds/rooms by the agreed date. If such information is not provided at all or is not provided by the agreed date, the GA may assert its claim for payments in accordance with Secs. 8.8. - 8.10.

8.14. In the case of cancellation of conference services the following shall apply:

a) The cost-free right to cancellation in accordance with Sec. 8.4 shall also apply to contracts concerning conference services (in other words concerning the provision of rooms, technical facilities and catering services). The provision in Sec. 8.5 concerning changes in the number of participants shall apply correspondingly.

b) Should the contractually agreed conference services consist of the provision of rooms, catering (lunch, break refreshments, snacks) and possible further services, the cancellation costs, irrespective of the kind and extent of the conference services, shall amount to 80% of the agreed entire price of all agreed services, also when all agreed services are individually mentioned in the contract.

c) If, in addition to the conference services, accommodation services are agreed for conference participants, speakers or other contributing or participating persons, in deviation from Sec. 8.9 of these Lodging Terms & Conditions the cancellation costs shall amount to 80% of the entire price of all services, i.e. the conference

services, the catering services, additional services and the accommodation services.

8.15.

9. Arrival and departure

9.1. The GA shall have no claim to use of the accommodation or utilisation of the contractually agreed services by its TN 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 of the YH up to a certain time.

9.2. 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 on the departure day shall thus conform to the information provided on the respective YH to the GA in the booking confirmation at the latest.

9.3. The TN of the GA must arrive at the stated or agreed point in time.

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

a) The GA and the GV are obliged to inform the respective YH by the notified or agreed arrival time at the latest if the group or the individual TN will be arriving late or wish, in the case of multi-day stays, to not use the booked accommodation until the next day.

b) If such information is not provided with due notice, the DJH-LvB shall be entitled to put the accommodation to other use. For the time of non-use the provisions in Sec. 7 shall apply accordingly.

c) If the GA or GV notifies late arrival, the GA must also pay the agreed remuneration, also for the non-used accommodation time, minus expenditures saved by the DJH-LvB in accordance with Sec. 7, excepting when the DJH-LvB is contractually or statutorily answerable for the reasons of the late arrival and occupancy.

9.5. The accommodation shall be completely vacated by the TN of the GA by the stated or agreed time on the departure day. In the event that the accommodation is not vacated by the specified time, the DJH-LvB may require additional remuneration. The DJH-LvB reserves the right to assert claims for more extensive damages.

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

10.1. Regarding the following obligations, the GA shall warrant adherence to these provisions as the representative of his/her TN. The GA is obliged to reach respective legally binding agreements with his/her TN and to issue binding instructions that guarantee adherence by the TN to the following regulations.

10.2. The GA, the GV and the TN are obliged to observe the house rules communicated to them or displayed as a notice and thus enabling their cognisance in a reasonable manner.

10.3. The house rules contain provisions and restrictions concerning night silence, which normally lasts from 22:00 until 7:00. It is incumbent on the GA, the GV and the TN to obtain information on site about individual regulations on night silence and provisions governing the same. Exceptions to the provisions on night silence shall require an explicit agreement with the hostel management.

10.4. The TN are obliged to treat the accommodation and its facilities and all facilities of the DJH-LvB, insofar as on hand, solely in accordance with their intended purpose and the house rules and in a careful manner altogether.

10.5. In all YH of the DJH-LvB a strict smoking ban applies on the complete hostel premises, including the grounds, with the exception of explicitly designated smoking areas. This also applies to the GV or other staff or appointees of the GV. In no YH of the DJH-LvB is it permitted to bring alcoholic beverages onto the premises or to consume alcoholic beverages brought by parties other than the DJH-LvB onto the premises. Pursuant to statutory provisions for the protection of minors, only alcoholic beverages purchased in the YH itself may be consumed.

10.6. The GV is obliged to check the accommodation of the TN and its facilities on taking up use of the accommodation and to notify the hostel management or their appointees immediately of identifiable defects or damage. This obligation also expressly applies to defects or damage not regarded as a nuisance or impairment by the GV or the TN if it is objectively recognisable to the GV or TN that uncertainty may arise regarding when the damage was caused, the responsibility for its cause, and attribution of the damage to the TN or preceding guests.

10.7. The GV and the TN are obliged to notify the hostel management or their appointee immediately of occurring defects and disruptions and to demand their remedy.

10.8. The GA may terminate the contract only in the case of considerable defects or disruptions. Beforehand he/she shall, by means of a statement that can also be made to the hostel management by his/her GV, 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 immediate notice of termination is objectively justified by a particular interest of the GA or the TN recognisable to the DJH-LvB or the hostel management, or if for such reason, continuation of the stay is objectively unreasonable for the TN of the GA.

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

10.10. The management of the respective YH shall exercise domiciliary rights for the DJH-LvB. The hostel management 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 legal declarations as its representative and receiving agent. This applies to the hostel manager and each proxy that he/she authorises.

11. Cancellation and termination by the DJH-LvB

11.1. The DJH-LvB shall be entitled to terminate the accommodation contract after the start of occupancy without notice if the GA or the GV or the TN, regardless of a warning given by the management of the YH

a) continuously contravene the house rules,

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

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

managers.

d) intentionally or negligently damage the furnishings and fixtures or make improper use of systems or facilities of the **YH**, including the grounds and the plantings or equipment on the grounds,

e) violate the ban on alcohol consumption, the smoking ban or the ban on animals, **f)** if the **GA**, the **GV** or the **TN** behave contrary to the contract in another way to an extent that immediate termination of the contract is justified.

11.2. A warning of termination without notice can be dispensed with if the breach of obligations by the **GA**, the **GV** or the **TN** is so serious that particularly in the interest of the other guests and safety (particularly also with regard to the committing of criminal offences), immediate termination is justified also in consideration of the interests of the **GA** or the **TN**.

11.3. 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 **GA**, the **GV** or the **TN** would justify termination according to Sec. 11.1.

11.4. If the **GA** has made false or misleading statements regarding his/her legal status, the purpose of the association, company or other purpose, particulars of his/her **GV** or his/her **TN**, 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 learning of the true circumstances.

11.5. 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 in expenses and any benefits possibly accruing through alternative use of non-utilised services. The provisions in Sec. 8 shall apply accordingly.

11.6. The **DJH-LvB** shall be entitled to terminate the accommodation contract if fulfillment of the contract and in particular the stay by the guests 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 requirements and bans, illnesses, epidemics or any other cases of force majeure. The **DJH-LvB** is obliged to inform the **GA** immediately of the circumstances that form the reasons for termination and to give notice of termination. Any payments already made by the **GA** shall be refunded immediately. Further claims by the **GA** are excluded.

12. Limitation of liability; parking of cars and bicycles

12.1. The liability of the **DJH-LvB** under the accommodation contract in accordance with Section 536a, German Civil Code, for damage not arising from injury to life, body or health is excluded insofar as 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**.

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

12.3. The **DJH-LvB** shall not be liable for defaults in performance in connection with services merely brokered during the stay as third-party services and recognisable as such for the **GA** or the **GV** or the **TN** (such as sports events, visits to theatre, exhibitions, etc.). The same shall apply to third-party services brokered at the booking of the accommodation insofar that they were expressly denoted as third-party services in the basis of the booking or in the booking confirmation.

12.4. Insofar that the **GA**, the **GV** or the **TN** are provided parking spaces in the garage of the **YH** or in the parking area of the **YH**, also against payment, a safekeeping contract shall not be formed on this basis. The **YH** has no duty of supervision. The **YH** 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.

13. Particular obligations of the GA and the GV

13.1. The **GV**, or in the case of several **GV** at least one **GV**, is obliged to spend the whole night in the **YH** (i.e. during the whole night/sleeping time of the group) during the complete stay of the group.

13.2. The **GA** must adhere to all statutory provisions in connection with the stay of his/her group in the **YH**, in particular to the provisions for the protection of minors and to urge his/her **GV** to adhere to and carry out such provisions.

13.3. The **GA** should note that a combination of accommodation services and other services provided by the **DJH-LvB** with other services, particularly transportation services that he/she has organised themselves, may mean that his/her event or services in relation to the **TN** constitute a package tour within the meaning of statutory provisions of Secs. 651a to 651m, German Civil Code. The **GA** him-/herself alone is obliged to determine the legal situation in this respect where appropriate and to adhere to the relevant provisions of legislation and jurisdiction. The **DJH-LvB** is neither entitled nor obliged to provide legal advice in this respect.

13.4. The **GA** shall refrain from providing information or assurances to his/her **TN** and/or promising them services that go beyond those agreed with the **DJH-LvB** or are in contradiction with them.

13.5. The **GA** and the **GV** have no authority to issue instructions to the management of the **YH** or other employees of the **YH**.

13.6. The **GA** should note that unless otherwise expressly agreed, the contractual services of the **DJH-LvB** do not include insurance services for the benefit of the **GA**, the **GV** or the **TN**, such as in particular travel cancellation insurance, travel curtailment insurance and liability insurance for damage to third parties caused by the **GA**, the **GV** or the **TN**.

14. Statutes of limitation

14.1. Contractual claims lodged by the **GA** against the **DJH-LvB** under the accommodation contract for damage arising from injury to life, body or health including contractual claims for damages for pain and suffering attributable to an intentional or grossly negligent breach of duty on the part of the legal representatives or vicarious agents of the **DJH-LvB** shall fall under the statutes 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.

14.2. All further contractual claims shall fall under the statutes of limitation within one year.

14.3. 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 **GA** 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. If the last day of the limitation period falls on a Sunday, on a general public holiday recognised as such by the state at the place of declaration, or on a Sunday, such day shall be replaced by the next working day.

14.4. If negotiations are in progress between the **GA** and the **DJH-LvB** in respect of the lodged claims or the circumstances giving rise to the claim, the limitation period shall be suspended until such time as the **GA** 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.

15. Choice of law and venue

15.1. The contractual relationship between the **GA** and the **DJH-LvB** shall be governed exclusively by German Law. The same shall apply to the further legal relationship.

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

15.3. For legal action brought against the **GA** by the **DJH-LvB**, the residence of the **GA** shall be decisive. For legal action brought against **GA** who are merchants, legal entities of public or private law or 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.

15.4. 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 with the **GA** contain deviating regulations to the benefit of the **GA**.

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Associations Register no.: VR 4127 at the register court in Munich

A list of all affiliate hostels and their contracting parties is provided as follows.

- Augsburg YH, Unterer Graben 6, 86152 Augsburg; contracting party: Verein Augsburgischer Gesellschaft für Lehm- und Bau, Bildung und Arbeit e. V.
- Bad Kissingen YH, Alte Euerdorfer Str. 1, 97688 Bad Kissingen; contracting party: Stiftung Sudetendeutsches Sozial- und Bildungswerk, Alte Euerdorfer Str. 1, 97688 Bad Kissingen.
- Bamberg YH, Jugendgästehaus am Kaulberg, Unterer Kaulberg 30, 96049 Bamberg; contracting party: Stadtbau GmbH Bamberg, E.T.A.-Hofmann-Platz 2, 96047 Bamberg.
- Benediktbeuern "Don Bosco" YH, Don-Bosco-Straße 3, 83671 Benediktbeuern; contracting party: Salesianer Don Boscos Benediktbeuern, St. Wolfgang-Platz 10, 81669 Munich.
- Benediktbeuern "Miriam" YH, Bahnhofstraße 58, 83671 Benediktbeuern; contracting party: Provinzialat der Don Bosco Schwestern, Schellingstr. 72, 80799 Munich.
- Dinkelsbühl YH, Koppengasse 10, 91550 Dinkelsbühl; contracting party: Municipality of Dinkelsbühl, Segringer Str. 30, 91550 Dinkelsbühl.
- Forchheim "Don Bosco" YH, Don-Bosco-Str. 4, 91301 Forchheim; contracting party: Salesianer Don Boscos Benediktbeuern, St. Wolfgang-Platz 10, 81669 Munich.
- Hof YH, Beethovenstr. 44, 95032 Hof; contracting party: Integra Hof e. V., Sedanstr. 17, 95028 Hof.
- Ingolstadt YH, Friedhofstraße 4 ½, 85049 Ingolstadt; contracting party: Municipality of Ingolstadt, Kulturamt, 85047 Ingolstadt.
- Landshut YH, Richard-Schirrmann-Weg 6, 84028 Landshut; contracting party: Municipality of Landshut, Jugendamt, 84026 Landshut.
- Mühlhof am Inn YH, Friedrich-Ludwig-Jahn-Str. 19, 84453 Mühlhof; contracting party: Municipality of Mühlhof, Stadtplatz 21, 84453 Mühlhof.
- Pullach "Schwaneck Castle" YH, Burgweg 4-6, 82049 Pullach, contracting party: Munich County District Youth Association, an affiliate of the Bavarian Youth Association, PLC, Herzog-Heinrich-Straße 7, 80336 Munich.
- Rothenfels YH, Bergrothenfelser Str. 71, 97851 Rothenfels; contracting party: Vereinigung der Freunde von Burg Rothenfels e. V., Bergrothenfelser Str. 71, 97851 Rothenfels.
- Schweinfurt YH, Niederwerner Str. 17 ½, 97421 Schweinfurt; contracting party: Arbeitsförderungszentrum (afz), P. O. Box 40 04, 97408 Schweinfurt.
- Spalt "Wernfels" YH, Burgweg 7-9, 91174 Spalt; contracting party: CVJM Landesverband Bayern e. V., P.O. Box 71 01 40, 90238 Nuremberg.
- Waldmünchen YH, Schloßhof 1, 93449 Waldmünchen, Jugendbildungsstätte der KAB und CAJ gGmbH, Schloßhof 1, 93449 Waldmünchen.
- Wirsberg YH, Sessenreuther Str. 31, 95339 Wirsberg; contracting party: County of Kulmbach, Konrad-Adenauer-Str. 5, 95326 Kulmbach.

Abbreviations:

GA: Group Contracting Party; GV: Person(s) responsible for the group; TN: Participant(s)