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. Employees of the DJH-LvB and the individual youth hostels – abbreviated to “YH” in the following – have an obligation 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 and shall therefore become the “Group Contracting Party” – abbreviated to “GA” – within the meaning of the following provisions of the DJH-LvB. 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 partner 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 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) A person (or persons) responsible for the group – and abbreviated to “TN” 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) An individual capacity 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.

d) 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 and/ or the construction of the DJH-LvB accompany(ies) the group as its responsible leader(s).

1.2. 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.

1.3. The participants as members of the group, and abbreviated to “TN” in the following shall be understood to be 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 of the participants and the accommodation services, for themselves and/or to modify the contractual 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.

2.2. Effectiveness of agreement concerning 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.

2.3. The accommodation contract is concluded in accordance with the provisions in § 409 BGB. The individual participant is subject to the content of the contract subsequent to the acquisition of such group membership. This means that without provision of such proof, a contractual claim to accommodation of the TN in the booked YH and utilisation of any other contractual services does not exist.

2.3.1. Any participant of the group may be entitled 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 on information or assurances that modify the agreed contents of the contract, go beyond the contractual promised services of the DJH-LvB or stand in contradiction to the accommodation and/or service description.

c) Information in catalogues and similar directories not issued by the DJH-LvB or its parent association shall not be 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 of the DJH-LvB's obligation to perform.

3.2. The GA may change their 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), shall have no warranty obligation and without engagement for the DJH-LvB.

3.4. 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 case 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 be not binding.

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.

3.5. The GA should note that pursuant to the statutory provision in Sec. 312b, para. 3, of the 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.

3.6. Insofar as 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) The respective group member Yang and/or the respective TN in the YH, or 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, complete, in detail and in a timely manner, concerning the number of 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 suitable accommodation is possible, in consultation with the TN, and whether a firm offer can be made in this respect.

b) If the GA, who expressly is not obliged to provide respective information, fails to provide such information within a reasonable period of time, the DJH-LvB may 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 TN. Regarding the stated or particular circumstances of the TN, as recognisable to the DJH-LvB, the GA shall have no warranty obligation and without engagement for 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 shall be concluded with the DJH-LvB in the booked YH.

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

a) 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...
4.6. There shall be no claim to a certain size and certain amenities and facilities in the accommodation unless in the case of confirmation 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 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 and possess the right to withdraw without any cancellation costs to the accommodation contract.

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

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. 595 BGB, the prices shall be calculated 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 and possess the right to withdraw without any cancellation costs to the accommodation contract.

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

a) The 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, inssofar as 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 any right to withdrawal against the DJH-LvB without delay.

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 contractual agreed price can be required:
   - at an increase in utility costs (water, electric power, natural gas, heating)
   - at an increase in personnel costs
   - at the introduction or increase of taxes and dues inssofar as these have arisen since the conclusion of the accommodation fee.

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 in cost have occurred between the contract and the time of occurrence.

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 writing and need not be accompanied by a release of 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 GV with the TN's name, address, landline phone no. and mobile phone no. of the GV at least 4 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. The prices agreed between the GA and the DJH-LvB 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 to stay in the accommodation, 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 the necessary consent and written permission insomuch as the respective size and amenities do not result from the firm offer and the agreed room or price category.

6.4. With regard to amenities, offers, facilities and other services subject to seasonal restrictions expressly pointed out in the quotation or the quotation basis, 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.

7. Payment and rebooking

7.1. The local YH are the collection agencies of the DJH-LvB subject to the proviso that the personal representatives in the GV 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 towards the contractual services shall be settled with the GA.

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 known to the GA in any case and without prior agreement, 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 the case of GA with domiciles in foreign countries, 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.

7.4. Should the person, qualification or concrete behaviour or omissions of a GV prove contrary to the agreement or contract, particularly insomuch as 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 rejection of further use of a GV without delay.

7.5. 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.

7.6. 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.

7.7. If the person, qualification or concrete behaviour or omissions of a GV prove contrary to the agreement or contract, particularly insomuch as 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 rejection of further use of a GV without delay.

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 during registration; 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 a non-performance is only explicitly 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. In the case 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 insofar that the GA does not exercise the right of cancellation 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 the charges for additional services, shall remain valid.

8.5. Insofar as not expressly agreed with the DJH-LvB that cancellation, termination or reduction in the number of participants or booked beds/rooms, shall 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 applies in particular to the number of participants of up to 10% of the booked beds/rooms, which if made once shall not prompt an obligation to put to other uses, also at lower prices than those agreed with the DJH-LvB.

8.6. The respective YH 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-avaled services under consideration of the particular character of the booked accommodation (such as family room; group room). Accordingly.

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 YH accordingly.

8.8. Insofar as not expressly agreed with the DJH-LvB that cancellation, termination or reduction in the number of participants or booked beds/rooms, shall 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 in accordance with Sec. 8.4 or 8.5 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:

a) For overnight accommodation without catering
b) For overnight accommodation with an additional meal

c) For overnight accommodation with breakfast, lunch and supper

8.9. The DJH-LvB is expressly reserved the right to furnish proof to the GA and/or TN in case of later arrival that the DJH-LvB has not been able to cater to the agreed time limits.

8.10. The GA is expressly reserved the right to furnish proof to the DJH-LvB that the booked occupancy is considered to be significantly higher than the agreed price, so that the cancellation 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. 337, 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 for business trips.

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 Sec. 8.8. - 8.10.

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

a) 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) The cost of 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. The costs are to be calculated at the agreed price. If all agreed services are 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 purposes, the additional meal/bar service or other contributing or participating persons, in deviation from Sec. 8.4 the following definitions shall cost 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.

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 TN shall notify the DJH-LvB up to 2 months before the departure.

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 DJH-LvB or its appointees immediately of identifiable defects or damage. This obligation also remains valid up to a certain time.

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) If the GA and the GV or TN 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 reserves the right to assert claims for more extensive damages.

10. Duties of the customer; house rules; exercise of domiciliary rights; no allowances 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 respect respectively any binding notices to the TN from the DJH-LvB.

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 GA, the GV and the TN are obliged to treat the accommodation and its facilities and all additional services of the DJH-LvB 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 from 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 expresses that the GV or TN is obliged to inform the DJH-LvB immediately if 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 recognised to the DJH-LvB or the hostel management, or if for such reason, continuation of the stay is objectively unreasonable for the TN.

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 of the TN or preceding guests.

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) damage on account of 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. If the termination of the contract 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 crimes), 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 occupation or his/her 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 put the GA on notice of the circumstances resulting from the breach of obligations.

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 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 fulfilment 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 limitation 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, in particular is excluded 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 theatres, 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 terms of the booking the DJH-LvB was informed.

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 salekeeping 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 YH, or in the case of several GV at least one GV, is obliged to spend the whole night in the YH (excluding 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 the protection of the YH and can be held liable in respect of these obligations.

13.3. The GA should note that a combination of accommodation services and services provided by the DJH-LvB with other services, particularly transportation services of the GA or his/her 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. If the GA himself/herself is obliged to inform the TN in advance in this respect where appropriate and to adhere to the relevant provisions of legislation and jurisdiction.

13.4. The DJH-LvB is neither entitled nor obliged to provide legal advice in this respect.

13.5. The GA shall refrain from offering information or assurances to his/her TN and additionally informing the TN or the group that go beyond those agreed with the DJH-LvB or are in contradiction with them.

13.6. 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 shall 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 cancellation insurance or 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 GA, the GV or the TN shall fall under the statutes of limitation within one year.

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 public general holiday recognised as such by the state at the time 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 be 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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Authorised representatives of the Management Board: Michael Gößl, Winfried Neesen

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, 96152 Augsburg; contracting party: Verein Augsburger Gesellschaft für Lehmbau, Bildung und Arbeit e. V.
- Bad Kissinger YH, Alte Euerdorfer Str. 1, 97668 Bad Kissingen; contracting party: Stiftung Sudetendeutsches Sozial- und Bildungswerk, Alte Euerdorfer Str. 1, 96668 Bad Kissingen.
- Bamberger YH, Jugendgästehaus am Kauberg, Unterer Kaulberg 30, 96049 Bamberg; contracting party: Stadtjugendwohnheim Augsburg, Bürgerstr. 2, 96049 Augsburg.
- Benediktbeuern YH, Don Bosco Straße 3, 83671 Benediktbeuern; contracting party: Salesianer Don Boscos Benediktbeuern, St. Wolfgangsgasse 10, 81669 Munich.
- Benediktbeuern YH, Dinkelsbühl, Koppengasse 10, 91550 Dinkelsbühl; contracting party: Salesianer Don Boscos Dinkelsbühl, St. Wolfgangsgasse 10, 81669 Munich.
- Forchheim YH, Don Bosco Straße 8, 91301 Forchheim; contracting party: Salesianer Don Boscos Benediktbeuern, St. Wolfgangsgasse 10, 81669 Munich.
- Hof YH, Beethovenstr. 44, 95032 Hof; contracting party: Integra Hof e. V., Sedarstr. 17, 95028 Hof.
- Ingolstadt YH, Friedhofstraße 4, 85049 Ingolstadt; contracting party: Stadtjugendwohnheim Ingolstadt, Kulturamt, 85047 Ingolstadt.
- Landshut YH, Richard-Schirmann-Weg 6, 84028 Landshut; contracting party: Stiftung Stadtjugendwohnheim Landshut, Jungesamt, 84026 Landshut.
- Mühldorf am Inn YH, Friedrich-Ludwig-Jahn-Str. 9, 88453 Mühldorf; contracting party: Stiftung Stadtjugendwohnheim Mühldorf, Stadtmühlgasse 88, 84453 Mühldorf.
- Pullach "Schwanck Castle" YH, Burgweg 4-6, 82049 Pullach; contracting party: Munich County District Youth Association, an affiliate of the Bavarian Youth Association, Pfarrgasse 6, 81675 Munich.
- Schweftenburg YH, Niederwerner Str. 17 ½, 97421 Schweftenburg; contracting party: Arbeitsförderungszentrum (alt), P. O. Box 40 04, 97408 Schweftenburg.
- Spalt "Wernfels" YH, Burgweg 7-9, 91174 Spalt; contracting party: CVJM Spalt, Spaltstraße 2, 91174 Spalt.
- Wirsberg YH, Sennersreuther Str. 31, 95339 Wirsberg; contracting party: County of Kulmbach, Konrad-Adenauer-Str. 5, 95206 Kulmbach.

Abbreviations:

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