

## Terms and Conditions

for accommodation agreements concluded with the youth hostels of the Berlin City Mission  
(special conditions apply for meetings and events)



The Terms and Conditions are applicable to the hostels "Jugendgästehaus Hauptbahnhof," "Gästehaus im Zentrum" and "Shelter Hostel Berlin". The contracting partner in all cases is the Berliner Stadtmission Gemeinnützige Diakonie Betriebs GmbH, hereinafter referred to as the "Hostel".

### **1. Scope of Application**

- 1.1.1 These Terms and Conditions apply to agreements concerning the rental of guest rooms and the provision of services and supplies by the Hostel to the customer (with the exception of services for meetings and events).
- 1.1.2 The customer's terms and conditions shall only apply if this has previously been agreed on with the Hostel in writing.

### **2. Conclusion of Agreement, Contracting Parties, House Rules**

- 2.1 The agreement shall become effective once the Hostel has accepted the booking by the customer. At its discretion, the Hostel may confirm the room reservation in writing.
- 2.2 The contracting parties are the Hostel and the customer. Anyone who uses the accommodation services is a guest of the Hostel in accordance with these Terms and Conditions. The customer is obliged to fulfil all payment obligations relating to the accommodation agreement, even if the rooms are not occupied by the customer himself, but by other persons ("guests").
- 2.3 If the reservation is made by a third person who does not wish to be a customer himself, the agency relationship must be disclosed to the Hostel on making the reservation and in particular the name specified in which the reservation should be made. Should this authorization become invalid, the Hostel has the right to seek recourse against the unauthorized agent.
- 2.4 The Hostel fulfils its duty to inform the orderer as a representative of the customer. Every orderer is therefore obliged to pass on all information relevant for the reservation, in particular these Terms and Conditions, to the customer as well as to any other guests.
- 2.5 Reservations shall only be made by persons with full legal capacity.
- 2.6 The valid house rules of each Hostel are an integral part of the agreement. These can be downloaded from the Hostel's website, are posted in the reception at the Hostel or can be requested from the Hostel at any time.

### **3. Services, Prices, Payment, Set-off**

- 3.1 The Hostel is obligated to hold ready the rooms booked by the customer and to perform all services agreed upon.
- 3.2 Subletting the reserved rooms or renting them to other parties as well as using them for anything but accommodation purposes is strictly forbidden and justifies immediate termination of the agreement. In individual cases, exceptions may be made with the express and revocable written agreement of the Hostel.
- 3.3 The customer is aware that the Hostel is operated by the Christian church. Based on our Christian faith, we believe that all people are created in the image of God. For this reason, we oppose all forms of discrimination, radicalism, violence and hostility towards strangers. The Hostel reserves the right to terminate the accommodation agreement if a customer or guest grossly violates our convictions or religious sensibilities in the rooms or on the premises of the

Hostel and does not stop this behaviour after a warning has been issued.

- 3.4 The customer is obligated to pay in advance the Hostel's valid and agreed price for the rental of the room and other services used by him at the latest on the day of arrival. This also applies to services and expenses arranged by the customer on behalf of a third party.
- 3.5 Advance payments and payments may only be made in cash, by bank transfer or credit card, but not by cheque.
- 3.6 The agreed prices are inclusive of the VAT rate currently valid at the time of the booking unless a tax exemption has been granted by law. Should the time between conclusion and fulfilment of the accommodation agreement exceed a period of four months and the general price for such services provided by the Hostel increase in the meantime, the Hostel may raise the contractually agreed price by a reasonable amount up to a maximum of 10%.
- 3.7 In addition, the Hostel may change the price of accommodation if the customer requests subsequent changes to the number of booked rooms, the services provided by the Hostel or the length of stay of the guests, and the Hostel agrees to this.
- 3.8 In the case of group reservations made more than 14 days in advance, the Hostel is authorized to demand an advance payment of 20% of the total price for the booked services. The advance payment must be made within 7 calendar days following the reservation. For reservations made more than 8 weeks in advance, a payment period of 14 days is granted. If the payment is not effected punctually within the given period, the Hostel is authorized but not obligated to cancel the reservation in accordance with the compensation rates provided for in these Terms and Conditions (sections 4.1.1 to 4.1.3).  
The right of the Hostel to demand an adequate advance payment or deposit from the customer to the extent permissible under law other than the amount mentioned above on conclusion of the agreement or thereafter remains unaffected in other cases.
- 3.9 Invoices from the Hostel with no due date are payable without deduction immediately after receipt. The customer shall be in default of payment at the latest if the invoice is not paid within 30 days after receipt. The Hostel reserves the right to declare any accumulated claims due at any time and to demand payment of these without delay. In the case of overdue payment, the Hostel is authorized to charge interest of 5% above the base lending rate in accordance with § 288 of the German Civil Code.
- 3.10 If the customer has not settled the invoice on departure, the Hostel is authorized to exercise its right to retain all objects of value belonging to the customer. This right of retention also extends to valuables given to the Hostel for safekeeping.
- 3.11 In the case of group reservations, a single group invoice shall be issued. Individual invoices for individual participants are only possible in exceptional cases. The Hostel is furthermore entitled to subtract the group discount when issuing individual invoices.
- 3.12 For every reminder after default occurs, the Hostel may charge a reminder fee of €5.
- 3.13 The customer may only set off or reduce a claim of the Hostel with a claim of its own that is undisputed or legally binding.

#### 4. Rescission by the Customer (Cancellation, Annulment)

- 4.1 The terms of the agreement are binding. The customer may neither cancel the agreement nor withdraw from it in general. Notwithstanding this, the Hostel provides a cancellation system for different groups of cases enabling the customer to cancel the reservation under the following conditions, either free of charge or against reimbursement of the average estimated loss incurred by the Hostel.
- 4.1.1 Individual travellers up to 11 people: Cancellation free of charge before 6 pm on the day of arrival. In the case of short-term cancellation after 6 pm on the day of arrival or failure to arrive, the Hostel shall charge a cancellation fee of 90% of the contractually agreed accommodation rate for the first night.
- 4.1.2 Groups of 12 people and more: Cancellation free of charge up to 56 days before arrival. After that, the following charges shall apply:
- 48 - 55 days before arrival: 25% of the agreed total price
  - 14 - 47 days before arrival: 50% of the agreed total price
  - 1 - 13 days before arrival: 80% of the agreed total price
  - In the case of cancellation on the day of arrival or failure to arrive, the customer shall be charged 90% of the agreed total price.
  - Cancellation of less than 10% of the group size is free of charge up to one day before arrival.
- 4.1.3 Additionally booked catering services can be cancelled free of charge up to 10 days before arrival. After that, a cancellation fee of 90% of the agreed total booked amount shall be charged.
- 4.1.4 The customer may only withdraw from or cancel the agreement concluded with the Hostel in writing. Likewise, the Hostel shall confirm withdrawal from the agreement in writing. Information on the cancellation fee to be paid is usually included in this notice, but may follow at a later date.
- 4.2 In case the Hostel and the customer agreed on an individual right to withdraw from the agreement in writing, this right of withdrawal is free of charge in case of doubt under the individually negotiated conditions, i.e. the Hostel is not entitled to make any claims for compensation.
- 4.3 The Hostel shall only charge the cancellation costs agreed on in these Terms and Conditions (compounded claims for damage), insofar as the cancelled services, in particular guest rooms, could not be rented out to other guests. Furthermore, the customer is entitled to prove that no loss has been occasioned or that the loss incurred by the Hostel is less than the amount claimed.
- 4.4 Agreements between the Hostel and customer regarding cancellation and withdrawal from the agreement diverging from the above are possible in individual cases and must always be in writing.
- 4.5 The Hostel recommends that customers take out insurance to cover travel cancellation expenses.

#### 5. Rescission by the Hostel

- 5.1 In cases where the customer's right to withdraw within a certain time limit has been agreed on in writing, the Hostel is entitled to withdraw from the agreement itself during this period, if other customers request the rooms reserved in the agreement and if the customer does not waive his right of withdrawal upon inquiry by the Hostel.
- 5.2 If the agreed advance payment is not made or security provided even after expiry of a reasonable period of grace determined by the Hostel, the Hostel is again entitled to rescind the agreement. The Hostel is then authorized to make claims for damages in accordance with § 4 of the cancellation conditions, provided that the prerequisites set out there are fulfilled. Likewise, the Hostel is entitled to withdraw from the agreement if outstanding amounts from

previous bookings have not been paid after issuing a written notice.

- 5.3 Furthermore, the Hostel is entitled to withdraw from the agreement in the following exceptional cases:
- a force majeure or other circumstance beyond the control of the Hostel makes it impossible to fulfil the agreement;
  - rooms have been reserved under false pretences or on the basis of erroneous or fraudulent information concerning important facts such as the identity of the customer or the intended use of the room;
  - the Hostel has reason to believe that the use of the offered services may have a negative impact on the normal running of the Hostel, on security, or on the reputation of the Hostel or the Berlin City Mission in the public eye, without this falling under the authority or organizational sphere of the Hostel;
  - the rooms cannot be rented out due to official orders;
  - insolvency proceedings regarding the customer's assets have been initiated or the initiation of the same has been rejected due to a lack of assets or other reasons;
  - one of several rooms have been sublet without permission;
  - in the cases described in section 3.3.

5.4 The Hostel must inform the customer immediately of its intention to exercise its right of withdrawal. Should the Hostel withdraw from the agreement due to a culpable breach of contract or other breach of duty on the part of the customer or other persons whose misconduct falls under the customer's responsibility, the Hostel is eligible for claims for damages according to the legal requirements.

5.5 The Hostel reserves the right to transfer the customer's reservation to another hostel or hotel within the same town taking into consideration the reserved room category before the customer arrives and to inform the customer of this. The customer may not demand compensation unless the change of reservation is unacceptable for him in individual cases. In all cases, the customer has the right to withdraw from the agreement free of charge in the case of a change of reservation. This right to withdrawal must be exercised within seven calendar days after receiving notice of the change of reservation after which it expires.

#### 6. Provision, Handover and Vacation of Rooms

- 6.1 The customer does not acquire the right to the allocation of a particular room.
- 6.2 The booked rooms shall be available from 3 pm on the agreed arrival date. The customer is not entitled to occupy the rooms at an earlier time. The customer must take possession of the room by 6 pm at the latest on the agreed arrival date. Unless the booking has been guaranteed by a complete advance payment or security, the Hostel is entitled to reallocate booked rooms to other guests after 6 pm without the customer being able to claim compensation as a result. In this respect, the Hostel has the right of withdrawal.
- 6.3 On the agreed departure date, the customer shall vacate and hand over the room to the Hostel by 10 am at the latest. After this time, the Hostel may request a fee for the additional use of the room of 50% of the full accommodation rate until 6 pm and of 100% after 6 pm. This does not exclude a further claim for damages. The customer is entitled to prove to the Hostel that there no loss has been incurred, or that the loss incurred was less than the stated amount. If a later departure has been agreed with the Hostel in advance, the departure time is extended until 1 pm at the latest.
- 6.4 In the case of group bookings with more than 12 persons with accommodation in a dormitory, the Hostel has the right to determine the allocation of guests to different rooms. A list with the full names and dates of birth of all participants must be given to the Hostel on arrival at the latest. Should the number of guests exceed the contractually agreed number of people, the additional guests shall not be entitled to accommodation.

6.5 Persons under 18 years of age are not permitted to sleep in a mixed dormitory. Minors may only be accommodated in private rooms with the written declaration of consent of a parent or legal guardian including a copy of their passport. This rule does not apply to groups travelling with a person over the age of 18 authorized by the parent or legal guardian.

## 7. Deposit for Damage to Inventory

7.1 In the case of group bookings (from 12 persons), the Hostel is authorized to demand on arrival a deposit of €10 per person up to a maximum of €500 per group, which will be repaid in full on departure, insofar as the Hostel has not incurred damages caused by the group.

7.2 The customer vouches for all damage to inventory, unless it can be demonstrated that he was not at fault in individual cases. In the case of group bookings and group tours, the customer shall be liable regardless of the question of identity of the responsible person in accordance with the legal requirements for liability for vicarious agents (§ 278 of the German Civil Code). Damage to inventory shall be regulated on the customer's departure at the latest, with preferential use of the deposit.

7.3 The customer (guest) and not the Hostel bears sole responsibility for clarifying responsibility for damage within a group. The Hostel is entitled to make use of the deposit to cover damage to inventory regardless of proof of any fault, unless it is obvious or at least probable that the causer was not at fault. In any case, the customer is entitled to demonstrate to the Hostel in individual cases that the damage to inventory was not caused by negligence.

## 8. Notification obligation

8.1 If disruptions or faults should arise in connection with the services provided by the Hostel, the Hostel shall make every effort to rectify such problems as soon as they become known or are reported by the customer. The customer is obligated to do everything reasonably expected to assist in rectifying such problems and to minimize any possible damage. If the customer should willfully fail to inform the Hostel of any fault, this may lead to exclusion of the customer from any claims if the Hostel was not already aware of the fault or other complaint by some other means.

## 9. Liability

9.1 The Hostel is generally liable to its guests in accordance with the legal requirements. In the case of damages caused by slight negligence, liability is limited to typical, foreseeable damage up to the current maximum insured amount of €35,000 for material damage per guest and day, or €50,000 for purely financial damages regardless of the guest's length of stay. Section 9.2 applies to damage to vehicles, and sections 9.3 to 9.5 to special requirements for the customer's personal items.

9.2 Liability for the loss, theft or damage to vehicles, bicycles or similar parked on the premises of the Hostel can only be accepted if these were handed over to the Hostel for safekeeping by means of a corresponding agreement. Use of the parking spaces and the bicycle room is generally at the customer's own risk and does not constitute a contract of safe custody unless this has been agreed specifically with the Hostel management.

Liability for loss, theft or damage to vehicles amounts to a maximum of €50,000, even if they were in the Hostel's custody, and a maximum of €5,000 per car and day for assets in the vehicle.

9.3 The Hostel is liable for the customer's personal items in accordance with the legal requirements (§ 701 ff. of the German Civil Code), however only up to a limit of one hundred times the price of the room per day (or proportionately per guest in the case of group bookings), up to a value of €3,500, including a maximum of €800 for money, securities and valuables. The Hostel is not liable for the customer's personal items in excess of this unless the

loss, destruction or damage was caused wilfully or by gross negligence by the Hostel or its employees, or unless they are items handed over for safekeeping to the Hostel in accordance with section 9.4., which the Hostel refused to take contrary to duty.

9.4 Money, securities, valuables and other items of value should be handed over to the Hostel for safekeeping in the Hostel's safe. The Hostel may only refuse to store such items if their estimated replacement value is more than €10,000 or they are otherwise not suitable for safekeeping in the circumstances or the Hostel cannot be reasonably expected to keep them in safe custody.

9.5 The customer is obligated to inform the Hostel immediately after becoming aware of damage to personal property. Should he fail to do this, all claims shall expire unless the damage was due to slight negligence by the Hostel or persons assisting in the fulfillment of the Hostel's obligations, or the possessions had been handed over for safekeeping in accordance with section 9.4.

9.6 In the case of damage to inventory, the special conditions in section 7 shall apply (Deposit for Damage to Inventory).

9.7 Messages, mail and delivered packages for customers shall be treated with care. The Hostel takes responsibility for delivery and storage of such items, as well as forwarding them for a fee if desired. Damage claims are excluded with the exception of cases of gross negligence or willful intent. Requests for wake-up calls shall also be carried out with great care. Again, the Hostel cannot accept liability for damage claims unless they arise from acts of gross negligence or willful intent.

9.8 The above exceptions and limitations to liability are not applicable to damages resulting from injury to life, body or health, including those caused by the conduct of a legal representative of the Hostel or any person assisting in the fulfillment of the obligations of the Hostel.

## 10. Final Provisions

10.1 Any changes or amendments to these Terms and Conditions shall be made in written form, unless the possibility of individual regulations between the customer and Hostel is otherwise provided for. This also applies to changes to the stipulation requiring the written form.

10.2 Place of fulfillment and place of payment is the registered office of the Hostel.

10.3 The exclusive place of jurisdiction in commercial business transactions is the registered office of the Hostel.

10.4 German law applies. Application of UN sales law including conflict of laws is excluded.

10.5 In cases where certain provisions of the Terms and Conditions for accommodation in the Hostel are or become invalid or null and void, the validity of the other provisions of this agreement shall not be affected. In all other aspects the statutory provisions apply.

Berlin, 10 October 2011