

GENERAL TERMS AND CONDITIONS

of HOSTEL-GUBEN

Version: 23.04.2018

HOSTEL-GUBEN RIVAG Betriebs UG

Bahnhofstr. 6, 03172 Guben

Telephone: 0049 35 61 / 686 57 34

Email: www.hostel-guben.de

1. Scope of Application

1.1 The following Terms and Conditions apply to contracts for the rental provision of hostel rooms, for accommodation and conferences as well as for all other services and supplies provided to the clients by the hostel „HOSTEL-GUBEN“ RIVAG Betriebs UG, Bahnhofstr. 6, 03172 Guben (hereinafter referred to as "Hostel").

1.2 Deviating provisions are only valid if they have been individually agreed upon between the Hostel and the client.

2. Formation of Contract

2.1 The contract of hostel accommodation (accommodation agreement) is entered into by the client's submission of a request (room reservation), which is accepted by the Hostel. The acceptance is made by confirmation of the room reservation. The confirmation of the room reservation can be made verbally, in writing, by telephone or via email.

2.2. If the room reservation is made by a third party on behalf of the client, the third party is liable to the Hostel together with the client as joint and several debtor for all liabilities arising from the contract of hostel accommodation, provided that a corresponding declaration by the third party is available to the Hostel.

2.3 The subletting or re-letting of the rooms provided, as well as their use for purposes other than for accommodation, requires the prior written consent by the Hostel.

2.4 Reservations can only be made by persons who have full legal capacity.

2.5 The relevant house rules are part of the contract and can be downloaded from the Hostel's website (www.hostel-guben.de) or requested from the Hostel.

3. Prices, Services, Payments

3.1. The Hostel has an obligation to hold the reserved rooms in accordance with these Terms and Conditions and to provide the agreed services.

3.2. Subject to good cause, the Hostel has the right to accommodate clients in another hostel or accommodation with similar facilities and services, without the option of a claim for compensation against the Hostel, if it is not possible to provide accommodation in the reserved Hostel.

3.3 The client has an obligation to pay the applicable or agreed prices for the rooms provided and for other services used or booked by him. This also applies to services and Hostel's expenses towards third parties arranged by the client.

3.4 The agreed prices include the respective statutory value-added tax.

3.5 If the period between the formation of the contract and the contract performance exceeds four months and the price calculated by the Hostel generally for such services increases, this can be taken into consideration in the contractually agreed price, with an increase of no more than 10 percent. In this case, the client has the right to withdraw.

3.6 The prices can also be changed by the Hostel when the client subsequently requests changes in the number of reserved rooms, the services provided by the Hostel or the length of stay and if the Hostel agrees to this.

3.7 At the formation of the contract, the Hostel has the right to request a reasonable advance payment or security deposit in the form of a credit card guarantee. The amount of the advance payment and its due date can be agreed upon in writing in the contract.

3.8 In justified cases, for example in case of outstanding payment by the client, the Hostel is entitled to request an advance payment or security deposit or an increase in the amount of the contractually agreed advance payment or security deposit up to the full agreed payment.

3.9 The total amount, less any advance payments, is due upon arrival in accordance with the detailed invoice, unless agreed otherwise.

3.10 The Hostel is further entitled to charge amounts accrued in the Hostel by issuing an interim invoice at any time during the client's stay and request immediate payment.

3.11 For groups of 10 or more, a deposit of 50 percent of the entire booking amount is due 6 weeks prior to arrival, unless agreed otherwise. The balance is due on the day of arrival without further payment request by the Hostel, unless agreed otherwise.

3.12 Confirmation of cost coverage is accepted by the Hostel only up to an amount of EUR 500.00 per stay and only from companies or institutions with registered offices in Germany, Austria and Switzerland. The Hostel requires a security in the form of a credit card guarantee. This does not apply to bookings by authorities and state institutions. Cost coverage applies only to accommodation costs as well as, if appropriate,

breakfast and car parking. An invoice will be sent to the address listed in the form after the stay of the client. Only fully completed Hostel forms with the stamp of the company, authority or institution will be accepted. The Hostel reserves the right to decline confirmation of cost coverage in individual cases.

3.13 Invoices by the Hostel are payable without any deductions immediately after receipt. The invoice is overdue if the client does not make payment within 14 days after the due date and receipt of the invoice. This applies to a guest who is a consumer only if special reference to this effect has been made in the invoice. In case of payment default, the Hostel has the right to charge the legally applicable default interest of 5 percentage points above the base interest rate to consumers. In business transactions, the rate of interest on arrears is 8 percentage points above the base interest rate. The Hostel reserves the right to assert a claim for higher damages. For each reminder after the occurrence of default, the Hostel can charge a reminder fee of EUR 5.00.

3.14 The client can offset or reduce the claim of the Hostel or exercise a right of retention only with an undisputed or legally established claim.

4. Unused Services, Cancellation, Withdrawal by the Client

4.1 The Hostel grants the client a right to withdraw at any time. The following rules apply for this purpose:

4.1.1 Individual travellers up to 10 persons:

In the case of a cancellation after 11:00 a.m. on the day prior to arrival until 11:00 a.m. on the day of arrival, the Hostel charges a withdrawal fee of 100 percent of the contractually agreed lodging price for the first night. In the case of a cancellation after 11:00 a.m. or in case of no-show on the day of arrival, the Hostel charges a withdrawal fee of 100 percent of the contractually agreed lodging price for the first night and second night.

4.1.2 Group Bookings for 10 or more Persons:

A cancellation period of 60 days for group bookings applies on the basis of shared rooms and other rooms. This also applies if the contract has been formed within this period. In case of a cancellation within this period, the client is obliged to pay cancellation fees as follows:

- a. 55 to 28 days prior to the planned date of arrival, 40 percent of the agreed overall booking amount is payable.
- b. 27 to 14 days prior to the planned date of arrival, 60 percent of the agreed overall booking amount is payable.
- c. 13 to 7 days prior to the planned date of arrival, 80 percent of the agreed overall booking amount is payable.
- d. In case of cancellation less than 6 days prior to the planned date of arrival or in case of no-show, 90 percent of the agreed overall booking amount is charged.

e. Cancellation fees are not incurred for slight changes in the number of guests of less than 10 percent, calculated from the originally agreed overall number of guests, provided that Hostel Guben is notified of these in writing immediately after knowledge of the group reservation, however, no later than 3 days prior to arrival up to 12:00 noon.

f. Booked services for meals can be cancelled free of charge up to 8 days prior to arrival. After that, a cancellation fee of 100 percent of the agreed overall booking amount will be charged.

4.2 The client is at liberty to prove that the Hostel has not suffered any loss or that the loss incurred to the Hostel is lower than the claimed lump-sum payment for compensation.

4.3 The above-mentioned provisions on the cancellation periods and charges apply correspondingly, if separate provisions have not been agreed when the contract was formed (for example, for reservations on special dates such as public holidays, fairs etc.).

4.4. A cancellation by the client of a contract agreed with the Hostel requires the written form and written agreement of the Hostel. If this requirement is not met, the agreed price in the contract must also be paid if the client does not utilise the contractual services.

5. Withdrawal by the Hostel

5.1 If an advance payment or security deposit is not provided within a period set for this purpose as agreed or requested in accordance with Clause 3 para. 7, 8 and 11, the Hostel is entitled to withdraw from the contract.

5.2 Furthermore, the Hostel is entitled to an extraordinary withdrawal from the contract for good cause, in particular if:

- a. the execution of the contract is impossible due to force majeure or other circumstances for which the Hostel is not responsible;
- b. rooms are booked by giving misleading or incorrect information regarding essential facts, such as the client's personal data or the purpose of the stay;
- c. the Hostel has reasonable grounds to believe that the utilisation of the hotel services can have an adverse effect on the smooth business operation, the safety or reputation of the Hostel in public, without this being attributable to the Hostel's area of control and responsibility;
- c. there is a breach of Clause 2 para. 3 or 4, Clause 6 para. 4 or 8 to 10;
- d. the Hostel becomes aware that the financial circumstances of the client have significantly worsened, in particular if the client fails to settle outstanding debts to the Hostel or does not provide a sufficient security deposit and therefore the Hostel's claims for payment appear to be at risk;

- e. the client has filed an application for the initiation of insolvency proceedings against his assets, has given a sworn statement in accordance with Section 807 Code of Civil Procedure, has started the procedure of settling the debt out of court or stopped his payments;
- f. insolvency proceedings against the client's assets are initiated, or the initiation of the same is rejected due to lack of assets or for other reasons.

5.3 The Hostel must notify the client immediately in writing of the exercise of the right of withdrawal.

5.4 In the above-mentioned cases of withdrawal, the client does not have any right to a claim for compensation.

6. Arrival and Departure, other Provisions on the Stay in the Hostel

6.1 The client does not acquire an entitlement of the provision of certain rooms, unless the Hostel has confirmed in writing that certain rooms are being provided.

6.2 For group bookings for 10 or more persons who are accommodated in shared rooms, the Hostel determines how the guests are divided among the rooms.

6.3 Booked rooms are available to the client from 4:00 p.m. of the agreed date of arrival. The client has no right to earlier availability of the room.

6.4. The client must occupy the booked room by no later than 6:00 p.m. of the agreed date of arrival. If there is no guaranteed booking which has been secured with an advance payment or a security deposit, the Hostel has the right to assign booked rooms to other guests after 6:00 p.m., without the client's right to claim for compensation. In this respect, the Hostel has a right of withdrawal.

6.5. On the agreed day of departure, the rooms must be vacated by no later than 11:00 a.m. After that time, the Hostel can charge 100 percent of the full valid lodging price (list price) in addition to losses incurred as a result of this for the additional use of the room. This does not justify any contractual claims by the client. The client is at liberty to prove to the Hostel that no claim or a significantly lower claim for a user fee has arisen in favour for the Hostel.

6.6 For groups of 10 or more persons, a list of all guests, containing full names and dates of birth, must be submitted to the Hostel no later than at the time of arrival.

6.7. Should the total number of guests exceed the contractually agreed number of persons, the additional guests are not entitled to receive accommodation.

6.8 Persons under the age of 18 are not permitted to stay in the dormitory overnight. Minors may stay overnight in private rooms only if accompanied by at least one adult or with a declaration of consent of a parent or legal guardian including one copy of the identity card of

the respective person. This provision does not apply to groups accompanied by an adult authorised by the parents or legal guardians.

6.9 Overnight stays in the dormitory are limited to a maximum of 14 nights within one month.

6.10 It is not permitted to bring pets. Large medical devices are only permitted in private rooms.

6.11 For bookings of accommodation with breakfast, the breakfast is served following the overnight stay. For bookings with half or full board, the first meal to be served shall be the evening meal, unless agreed otherwise. The mealtimes are determined no later than at the arrival of the group.

7. Liability / Limitation Period

7.1 The client is liable for inventory losses caused culpably or negligently. If the culpable individual of a group cannot be determined, the entire group is jointly and severally liable. The Hostel reserves the right to request a security of EUR 10.00 per person, but no higher than EUR 500.00 per group at the time of arrival, which shall be returned at departure, provided that the Hostel has not incurred any losses caused by the group. Damages exceeding the security amount must be settled on the spot.

7.2 Should any faults or shortcomings occur in relation to the services provided by the Hostel, the latter will endeavour to seek a remedy upon a prompt complaint by the client. If the client culpably fails to notify the Hostel of a defect, there shall not be any claim for reduction of the contractually agreed charges.

7.3 The Hostel is liable for all losses to objects brought by the client as well as for injury to life, body and health, in accordance with the legal provisions.

7.4 The Hostel accepts liability for other losses caused by slight negligence only if such losses are due to the breach of an essential contractual obligation or a major obligation in a manner jeopardising the purpose of the contract. In such cases, the liability is limited to contractually typical foreseeable damage.

7.5 The above-mentioned liability limitations apply to all compensation claims irrespective of their legal basis, including claims arising out of unlawful acts. The above-mentioned liability limitations apply also in cases of possible compensation claims of a client against employees or vicarious agents of the Hostel. They do not apply in the cases of liability for a defect after assuming a guarantee for the condition of an item or work, for maliciously concealed defects or personal injury.

7.6 Insofar as a parking space is provided to the client on the Hostel car park, also for a fee, this does not constitute a contract of safe custody. There is no monitoring obligation on the

part of the Hostel. If any vehicles and the contents of vehicles parked or manoeuvred on the Hostel's property are lost or damaged, the Hostel does not assume any liability, insofar as the Hostel, its legal representatives or its vicarious agents are not responsible for intent or gross negligence. In this case, the damage must be asserted against the Hostel no later than upon leaving the grounds of the Hostel.

7.7. The Hostel does not take wake-up requests. Claims for damages, except for gross negligence or intent, are excluded.

7.8. Messages, post and packages delivered for guests are handled with care. The Hostel shall ensure delivery, storage and, if desired, for a fee, forwarding of the same as well as of lost property, upon request. The delivery address of the Hostel can differ from the address of the Hostel or company. Claims for damages, except for gross negligence or intent, are excluded. The Hostel has a right to hand over the above-mentioned objects to the local lost property office after a storage period of no longer than one month and charge a reasonable fee.

7.9 Compensation claims by clients become time-barred no later than two years from the point in time when the client becomes aware of the damage or, regardless of such knowledge, no later than three years after the damaging event. This does not apply to liability for damages arising from injury to life, body or health as well as for other damages that are based on an intentional and grossly negligent breach of duty by the Hostel, a legal representative or vicarious agent of the Hostel.

7.10 Exclusion of liability: Exercising and jumping as well as improper use/handling of the bunk beds is strictly forbidden. Liability is not accepted for damages caused by falling from the bunk bed. Damages due to improper use of the bunk beds shall be borne by the guest.

8. Final Provisions

8.1 Amendments of or supplements to this contract, the acceptance of requests or of these Terms and Conditions must be made in writing. Unilateral amendments or supplements by the client are ineffective.

8.2 Place of performance and payment is the domicile of the Hostel.

8.3 Exclusive place of jurisdiction – also for disputes regarding cheques and bills of exchange – in commercial dealings is the registered office of the Hostel. If a contractual partner does not have a place of general jurisdiction in Germany, the place of jurisdiction of the Hostel's registered office under company law shall apply. The Hostel does, however, have the right to bring claims and institute legal proceedings also at the place of general jurisdiction of the client.

8.4 The law of the Federal Republic of Germany shall apply.

8.5 If any individual provision of these Terms and Conditions is or becomes unenforceable or ineffective, this shall not affect the effectiveness of the remaining provisions. In all other respects, the statutory provisions shall apply.

Place, date

Firm's stamp / Name