

# LODGING TERMS & CONDITIONS OF THE GERMAN YOUTH HOSTEL ASSOCIATION, BAVARIAN REGIONAL ASSOCIATION FOR INDIVIDUAL GUESTS/FAMILIES

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 your stay at the respective **YH** as pleasant as possible. A contributory role in this respect is played by clear arrangements regarding the rights and obligations of yourself as a contractual partner of the **DJH-LvB** and as a **Guest**, and we thus wish to make the respective arrangements with you in the form of the following Lodging Terms & Conditions. These Terms & Conditions, insofar as effectively agreed, shall become the contents of the accommodation contract that you – referred to in the following as the "**Guest**" – 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. Prerequisites for admission in a YH and conclusion of accommodation contract

1.1. Membership in the German Youth Hostel Association or other association of the International Youth Hostel Federation (IYHF) is a prerequisite for admission in a **YH** of the **DJH-LvB** and utilisation of the contractual services. Proof of such membership is to be furnished by the **Guest** on admission in the **YH** on arrival. Until membership has been acquired or proven, the **DJH-LvB** shall be entitled to refuse use of the accommodation and the rendering of other contractual services. Should, 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. 7.3 to 7.6 of these Lodging Terms & Conditions, charge cancellation costs to the account of the **Guest**.

1.2. Information on membership requirements can be obtained by calling +49(0)89/922098555, visiting [www.bayern.jugendherberge.de/Mitgliedschaft](http://www.bayern.jugendherberge.de/Mitgliedschaft) on the internet or on request can be provided to the **Guest** by email or fax.

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

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

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

2.2. For all means of booking the following shall apply:

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

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

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

d) **Information in catalogues and similar directories** not issued by the **DJH-LvB** or 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.

e) Should the contents of a booking confirmation deviate from the contents of the booking, the former shall constitute a new offer by the **DJH-LvB**. A contract is formed on the basis of this new offer when the **Guest** declares acceptance by means of express declaration, down payment or remaining payment, or utilisation of the accommodation.

f) **Non-binding reservations (options)**, which provide entitlement to cancellation free of charge, are only possible on the basis of a respective express agreement with the **DJH-LvB**. If a non-binding reservation has not been expressly agreed, the booking shall in principle lead to a legally binding contract for the **DJH-LvB** and the **Guest** in accordance with Sec. 2.5 and 2.6 of these Terms & Conditions. If an option has been agreed in writing, the **Guest** must inform the **DJH-LvB** by the agreed date whether the reservation is to be treated as a binding booking. Should this **not** occur, or not within the specified time, the option shall **lapse** without any further duty of notification on the part of the **DJH-LvB**. If the **DJH-LvB** does not receive such information from the **Guest** in due time, the contract shall be deemed concluded in a legally binding manner irrespective of any booking confirmation still to be effected by the **DJH-LvB**.

g) The **Guest** should note that pursuant to the statutory provision in Sec. 312b, para. 3, no. 6, German Civil Code, and with regard to all forms of booking, a **right of withdrawal following conclusion of contract shall not apply**.

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

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

and whether the booking can be confirmed.

b) The **Guest** is **not** obliged to provide such information. However, should the **Guest** not wish to provide such information, in the case of confirmation and implementation of the booking the **DJH-LvB** shall have no warranty obligation with regard to restrictions that may affect the **Guest** due to circumstances not known to the **DJH-LvB** or recognisable for it.

c) Should it transpire in the case of voluntarily provided information that the requested accommodation or relevant facilities of the **YH** are unsuitable for the **Guest** in the light of his/her particular concerns, the **DJH-LvB** or the **YH** shall take up contact with the **Guest** before confirming the booking to clarify which options are possible for a stay by the **Guest** or acceptance of the booking despite the problems and restrictions expected for the **Guest**.

d) The **DJH-LvB** or the **YH** shall only refuse acceptance of the booking within the scope of statutory provisions if, due to the stated or recognisable circumstances or requirements of the **Guest**, admission in the **YH** is objectively not possible because the requested accommodation or relevant facilities of the **YH** are not suitable for the **Guest** in the light of his/her specific concerns.

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

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

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

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

2.6. **Oral bookings made on site at the YH** lead, in the event of acceptance in the form of a binding oral confirmation by a member of the **YH** staff, to conclusion of a binding accommodation contract of which the provided Lodging Terms & Conditions form a constituent part insofar that at the time of the booking the **Guest** had the possibility to take cognisance of these Lodging Terms & Conditions in a reasonable manner – i.e. as displayed as a notice in the **YH**. The **YH** can require a booking form to be filled out and/or confirmation of acceptance of the Lodging Terms & Conditions (either in writing or by checking a box in the registration form).

2.7. The following shall apply to conclusion of contract in the case of bookings that take place without individual communication in an online booking process (e-commerce), particularly via the internet:

a) The **Guest** shall be explained the online booking procedure on the respective online or internet portal. In order to **correct his/her entries or delete or clear the entire online booking form** the **Guest** shall be provided a respective **correction possibility** along with an explanation of its use. The contract languages available for the online booking will be shown.

b) Insofar that the **contract text** will be **stored** by the **DJH-LvB** in the online booking system, the **Guest** shall be informed of such storage and the possibility to retrieve the contract text at a later time.

c) By clicking on the button "**book with obligation to pay**", the **Guest** enters into a binding obligation towards the **DJH-LvB** to conclude an accommodation contract. The **Guest** is bound to this contractual offer for **5 working days** from the time of submitting the electronic declaration. The **Guest** shall immediately be provided confirmation of receipt of the booking by electronic means.

d) Submittal of the contractual offer by clicking on the button "book with obligation to pay" **does not constitute a claim on the part of the Guest to formation of an accommodation contract in accordance with his/her booking details**. Rather, the **DJH-LvB** is free to decide whether to accept the **Guest**'s contractual offer or not.

e) The contract is formed through the booking confirmation, which is shown on the screen immediately after the button "book with obligation to pay" has been clicked (**real-time booking**). The **Guest** shall be offered the possibility to immediately store and also to print the booking confirmation. However, the binding character of the accommodation contract is **not dependent on whether** the **Guest** actually uses these possibilities for storage and printing. As a rule the **DJH-LvB** will additionally forward the **Guest** a copy of the booking confirmation per email, email attachment, postal service or facsimile. However, receipt of such an additionally forwarded order confirmation is **not** a condition for the legal validity of the accommodation contract.

## 3. Services and changes in services

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

3.2. Without a special express agreement the **Guest** shall have no claim to allocation of a certain room, to a certain location of the room or placement of one room next to or near the room of fellow guests. The foregoing provision shall likewise apply to the allocation and placement of beds.

3.3. There shall be no claim to a certain size and to certain amenities and facilities in the accommodation allocated to the **Guest** insofar that an explicit agreement has not been made in this respect or the respective size and amenities do not result from the basis of the booking and the agreed room or price category.

3.4. The **DJH-LvB** or the local **YH** are not obliged to provide supplementary services that go beyond provision of the accommodation unless this results from the basis of the booking, or an explicit agreement has been made in this respect. This applies in particular to the provision of and access to leisure facilities, to catering services, transport services and care and assistance services.

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

3.6. Insofar that persons with disabilities, health impairments or reduced mobility are accepted as guests, there shall be no contractual obligation for the production, creation and maintenance of certain conditions, functionalities, amenities or circumstances that are necessary for the **Guest** or that he/she desires without an explicit agreement in this respect. Particular care services for such guests are contractually due only when expressly agreed or expressly offered in the basis of the booking as a general service of the hostel. Applicable mandatory statutory provisions on obligations regarding the admission of such persons shall remain unaffected.

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

#### 4. Prices and price increases

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

4.2. Should the prices for the time period booked by the **Guest** have not yet been set 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 **Guest** 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 **Guest** shall be entitled to withdraw from the accommodation contract at no charge. The **DJH-LvB** shall inform the **Guest** immediately on setting the respective prices; on receipt of the information on the set prices the **Guest** shall assert any possible right of withdrawal against the **DJH-LvB** without delay.

4.3. Unless otherwise agreed in individual cases, the **DJH-LvB** shall be entitled after conclusion of contract 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.

4.4. 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 **Guest** immediately once the reason for the increase has become known and shall assert its claim to the increase and explain the reason for the increase.

4.5. In the case of a permissible increase that exceeds 5% of the agreed basic accommodation price, the **Guest** shall be entitled to 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. It is recommended to make the notice of withdrawal in writing.

#### 5. Minors

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

5.2. The accommodation of minors aged between 16 and 18 shall in all cases be segregated according to sex. Mixed accommodation can only take place with the written declaration of consent of the person(s) entitled to the care and custody of the child and this declaration must be furnished on arrival to the management of the **YH** in the original (no facsimile message, email or SMS). Pursuant to Sec. 5.1, the foregoing provision shall not apply to the admittance of children accommodated together with the person(s) entitled to their care and custody.

5.3. In the case of accompanying 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. Supervisory duty, particularly with due regard to general or specific information on local circumstances and safety hazards (also provided in the house rules), shall lie exclusively with the parents or the legal representatives or accompanying adults.

#### 6. Payment and rebooking

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

representative of the **DJH-LvB**.

6.2. The due date for the down payment and remaining payment shall conform to the arrangement reached with the **Guest** and if appropriate also noted in the booking confirmation. If a particular arrangement has not been made, the entire accommodation price including remuneration of incidental expenses and additional services shall become due and must be paid on site to the local **YH** on arrival in the **YH** and before use of the accommodation or utilisation of the contractual services.

6.3. Following conclusion of contract, the **DJH-LvB** or the **YH** may require a down payment. Unless otherwise agreed in individual cases, this shall amount to 50% of the entire price of the accommodation service and other services and is to be paid to the entity stated in the booking confirmation and the account stated at the same place within 4 weeks of receipt of the booking confirmation, or without further delay in the case of bookings made within 4 weeks of the start of occupancy, whereby the date on which the sum is credited to the stated bank account shall apply regarding the timeliness of payment. The same shall apply to the payment of the entire price for the accommodation and the contractual services when advance payment of the entire price has been expressly agreed in individual cases.

6.4. Unless otherwise agreed in individual cases, guests with their place of residence abroad and making their booking up to 6 weeks before the start of occupancy shall, following receipt of the booking confirmation, not make an advance payment but remit the entire price by means of bank transfer to the stated account up to 4 weeks before the start of occupancy. In the case of bookings made within 6 weeks of the start of occupancy, the entire price shall be paid on site to the respective **YH** on arrival and before use of the accommodation or utilisation of the local contractual services.

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

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

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

b) Should the **Guest** not 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 **Guest** and to charge cancellation costs to the **Guest's** account in accordance with Sec. 7 of these Terms & Conditions.

6.7. Following conclusion of contract the **Guest** shall have no claim to changes regarding the arrival and departure date or the start and end of occupancy, the type of room, the type of catering, the length of stay, the booked additional services or other contractual services (**rebooking**). Should a rebooking be undertaken at the wish of the **Guest** however **up to 6 weeks before the start of occupancy**, the **DJH-LvB** shall be entitled to charge a rebooking fee of **€20.00** per rebooking. Rebooking wishes expressed by a **Guest** later than 6 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. 7 accompanied by a simultaneous new booking. This does not apply to rebooking wishes that only cause minor costs.

#### 7. Cancellation and no-shows; discontinuance of stay

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

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

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

7.4. Income accruing from other use of the accommodation as well as expenses saved insofar that this is not possible must be offset by the **DJH-LvB**.

7.5. Insofar that the **Guest** does not exercise the cost-free right of cancellation or fails to do so with due notice, in the case of cancellation or no-shows he/she shall pay, in accordance with the percentages recognised in court decisions and subject to the principles of Sec. 537, German Civil Code regarding assessment of saved expenditures, the following sums to the **DJH-LvB**, in each case related to the entire price of the accommodation services plus additionally agreed catering costs and possible further additional services, but without taking possible public charges such as visitors tax into account:

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

7.6. The **Guest** 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 **Guest** shall only be obliged to pay the correspondingly lower amount.

7.7. It is strongly recommended that travel cancellation insurance is taken

out!

**7.8.** The above-mentioned provisions apply to cancellations and no-shows on the part of individual guests and also, insofar that a binding booking had been made for a certain number of people, to couples, families and small private groups **in the event that the number of guests is reduced**, irrespective of whether notification of reduction is made in the form of a mere announcement, explicit notice of termination or notice of withdrawal, or in the form of a no-show.

**7.9.** The foregoing provisions shall likewise apply to discontinuance of stay at the **Guest's** volition insofar that such discontinuance is not justified by a statutory or contractual extraordinary right of termination on the part of the **Guest**, or that the **DJH-LvB** is responsible for the discontinuance of stay for other reasons or that the discontinuance of stay is justified due to circumstances solely within the sphere of risk of the **DJH-LvB**.

## 8. Arrival and departure

**8.1.** The **Guest** shall have no claim to use of the accommodation or utilisation of the contractually agreed services at a specific time on the day of arrival. Equally on the day of departure there shall be no claim to use of the accommodation and the facilities of the **YH** up to a certain time.

**8.2.** Unless otherwise explicitly agreed in individual cases, the time from which the accommodation can be used on the arrival day and the latest point for vacating it on the departure day shall thus conform to the information provided to the **Guest** on the respective **YH** in the booking confirmation at the latest.

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

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

**a)** The **Guest** is obliged to inform the respective **YH** by the notified or agreed arrival time at the latest if he/she will be arriving late or wishes, 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 **Guest** notifies late arrival, he/she must also pay the agreed remuneration for the non-used accommodation time minus expenditures saved by the **DJH-LvB** in accordance with Sec. 7, unless the **DJH-LvB** is contractually or statutorily answerable for the reasons of the late arrival and occupancy.

**8.5.** The accommodation shall be completely vacated 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.

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

**9.1.** The **Guest** is obliged to observe the house rules insofar that they have been made known or handed out to him/her or their display as a notice enables cognisance in a reasonable manner. Parents and other legal representatives or supervisors of minors shall enjoin the minors in their charge to comply with the house rules and, within the scope of statutory and contractual provisions, shall be liable in this respect with regard to their supervisory duty.

**9.2.** The house rules contain provisions and restrictions concerning night silence, which normally lasts from 22:00 until 07:00. It is incumbent on the **Guest** 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.

**9.3.** The **Guest** is obliged to treat the accommodation and its facilities solely in accordance with their intended purpose and in accordance with the rules of use insofar as available, and in a careful manner altogether.

**9.4.** 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.

**9.5.** In no **YH** of the **DJH-LvB** is it permitted to bring alcoholic beverages onto the premises or to consume alcoholic beverages that have been brought onto the premises. Pursuant to statutory provisions for the protection of minors, only alcoholic beverages purchased in the **YH** itself may be consumed.

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

**9.7.** The **Guest** is obliged to notify the hostel management immediately of occurring defects and disruptions and to demand their remedy. In the event of repeated occurrence of defects or disruptions or if the remedial measures by the hostel management do not redress the defects or disruptions, the **Guest** shall be obliged to report the defects again. Should such notice of defects be culpably omitted, claims by the **Guest** may be rendered totally or partially invalid.

**9.8.** The **Guest** may terminate the contract only in the case of considerable defects or disruptions. Beforehand he/she shall, by means of a statement to the hostel management, set the **DJH-LvB** an appropriate deadline for remedial action, unless remedial action is impossible, or is refused by the **DJH-LvB** or the hostel management or if immediate notice of termination is objectively justified by a particular interest of the **Guest** recognisable to the **DJH-LvB** or the hostel management, or if for such reason continuation of the stay is objectively unreasonable for the **Guest**.

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

**9.10.** The management of the respective **YH** or its appointee shall exercise domiciliary rights for the **DJH-LvB**. The hostel management or appointee is authorised to give warnings, give notice, impose bans on entering the premises or parts of them and as the legal representative of the **DJH-LvB** to make any other legal declarations on its behalf and to receive such declarations as its

representative and receiving agent. This applies to the hostel manager and each proxy that he/she authorises.

## 10. Cancellation and termination by the DJH-LvB

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

**a)** continuously contravenes the house rules,

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

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

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

**e)** violates the ban on alcohol consumption or the smoking ban,

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

**10.2.** A warning against termination without notice is dispensable if the **Guest's** breach of obligations is so serious that, particularly in the interest of the other guests and of safety (particularly also with regard to the committing of criminal offences), immediate notice of termination is also justified in consideration of the interests of the respective **Guest**.

**10.3.** The **DJH-LvB** shall be entitled to terminate the contract before the start of occupancy if it is objectively and tangibly expected that the behaviour of the **Guest** would justify termination according to Sec. 10.1.

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

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

**10.6.** The **DJH-LvB** shall be entitled to terminate the accommodation contract if fulfillment of the contract and in particular the stay by the **Guest** will be prevented, considerably hampered, endangered or impaired due to circumstances beyond the control of the **DJH-LvB**, such as, in particular, damage by natural forces, official requirements and bans, illnesses, epidemics or any other cases of force majeure. The **DJH-LvB** is obliged to inform the **Guest** immediately of the circumstances that form the reasons for termination of contract, and to give notice of termination. Any payments already made by the **Guest** shall be refunded immediately. Further claims by the **Guest** are excluded.

## 11. Limitation of liability; parking of cars and bicycles

**11.1.** The liability of the **DJH-LvB** under the accommodation contract in accordance with Section 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**.

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

**11.3.** The **DJH-LvB** shall not be liable for defaults in performance in connection with services that are merely brokered during the **Guest's** stay as third-party services and recognisable as such for the **Guest** (such as sports events, visits to the theatre, exhibitions, etc.). The same shall apply to third-party services brokered at the 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.

**11.4.** Insofar that the **Guest** is provided a parking space 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.

## 12. Statutes of limitation

**12.1.** Contractual claims lodged by the **Guest** against the **DJH-LvB** under the accommodation contract for damage arising from injury to life, body or health including contractual claims 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.

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

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

**12.4.** If negotiations are in progress between the **Guest** and the **DJH-LvB** in respect of the lodged claims or the circumstances giving rise to the claims, the limitation

period shall be suspended until such time as the **Guest** or the **DJH-LvB** refuse to continue the negotiations. The aforementioned limitation period of one year shall become effective 3 months following such suspension at the earliest.

### 13. Choice of law and venue

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

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

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

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

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Authorised representatives of the Management Board: **Michael Göbl, Winfried Nesensohn**

**Associations Register no.: VR 4127 at the register court in Munich**  
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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 Lehnbau, 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. Wolfgangs-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. Wolfgangs-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.
- Mühldorf am Inn YH, Friedrich-Ludwig-Jahn-Str. 19, 84453 Mühldorf; contracting party: Municipality of Mühldorf, Stadtplatz 21, 84453 Mühldorf.
- 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.