

Terms & Conditions of Use / General Terms & Conditions for Youth Hostels of the Nordmark Regional Youth Hostel Association (DJH Landesverband Nordmark e.V.)

I. Preamble

1. Youth hostels (YH) are establishments run by the regional associations of the German Youth Hostel Association (DJH, *Deutsches Jugendherbergswerk*), or establishments run by other agencies affiliated to the DJH. Their facilities are principally intended for young persons and families.
2. Persons wishing to spend the night in a youth hostel have to be members of DJH or of another foreign youth hostel association of the International Youth Hostel Federation (IYHF). If a family or group membership applies, it will be sufficient for all persons included in the booking. If neither a family nor a group membership applies, each booking person requires their own personal membership. The details are set down in II. no. 5.
3. Groups of children and young people must be accompanied by at least one person responsible for their supervision.
4. Contracting parties under these Terms & Conditions of Use shall be the DJH-Landesverband Nordmark e.V., hereinafter referred to as DJH-Landesverband, being the agency of the YH in question, and the guest. The YH acts in the capacity of a representative authorised by DJH-Landesverband.
5. These Terms & Conditions of Use / General Terms and Conditions exclusively apply in the context of booking strict accommodation and catering services, but not for booking all-inclusive tours; the latter shall exclusively be governed by the travel terms and conditions for all-inclusive tour agreements.

II. Provisions governing accommodation and catering

1. Booking enquires and booking

- 1.1 Each booking enquiry shall be a non-binding enquiry directed to the YH. No direct booking will be made. Subsequent to the booking enquiry, the YH will make direct contact with the enquirer. In the case of online booking, direct contact shall be replaced by the online-booking confirmation.
- 1.2 The booking enquiry should contain the following information: name, address, dates of arrival and departure, number of persons, stating gender, date(s) of birth, membership number(s) (if already available) and, in case of families, the age of the children.
- 1.3 The booking enquiry shall become directly binding on both sides upon acceptance, which can be given verbally or in text form, or upon conclusion of a written accommodation contract. The same shall apply to an online booking via the DJH online portal. The online-booking confirmation shall be equivalent to a written accommodation contract.
- 1.4 This requirement of written form shall be deemed to be met in each case through transmission by letter, fax or e-mail.
- 1.5 Should the person(s) so booked fail to arrive without a valid cancellation, default charges may apply; for more details, please refer to Sections II. 3 and 4 of these Terms & Conditions of Use.
- 1.6 Places for which a booking has been accepted shall be kept available until 6.00 p.m., after which time the YH shall be entitled, but shall have no duty, to fill the said places by other persons. Any later time of arrival must expressly be agreed with the management of the youth hostel.
- 1.7 Should a third party have made the booking for the guest, they shall be liable to DJH-Landesverband, together with the guest, as joint and several debtors for all obligations under the accommodation contract.

2. Due date, advance payment and default; place of fulfilment

2.1 Charges for services so booked shall be due, in full, upon arrival, at the latest. Upon conclusion of contract, DJH-Landesverband shall additionally be entitled to require the guest to make an advance payment up to the full amount of the services booked, or to provide a security to the same extent. Detailed provisions pertaining thereto shall be set out in each accommodation contract or acceptance or the online order confirmation.

When booking a particular allotment of beds at a reduced price rate designated as such (e.g. "fixed deal"), an advance payment shall be required to the amount of the full price.

2.2 Should the guest be in default of payment following the expiry of the due date pursuant to statutory provisions, DJH-Landesverband shall be entitled to request the statutory arrears interest in force at the relevant time. DJH-Landesverband hereby reserves the right to prove greater loss or to claim further arrears damages. For every reminder following eventuation of default, the guest must reimburse DJH-Landesverband for reminder charges in the sum of EUR 5. The guest shall pay all further costs incurred through collection.

2.3 The place of fulfilment and place of payment shall be the location of the YH in which accommodation has been taken.

3. Cancellations and withdrawal

3.1 Guests without a written accommodation contract / without written acceptance may cancel their bookings by telephone. The YH must have received cancellation not later than by 6.00 p.m. of the day prior to their scheduled arrival.

Cancellations pertaining to online bookings shall, however, be governed exclusively by Section II 3.3. of these Terms & Conditions of Use.

3.2 Cancellations in case of written accommodation contract / written acceptance:

3.2.1 Guests with a written accommodation contract / written acceptance must cancel in writing. The YH must have received their written cancellation at least 10 weeks prior to the scheduled day of arrival, unless agreed otherwise in the accommodation contract.

3.2.2 Any amendment to the number of guests must also be made in writing at least 10 weeks prior to the scheduled day of arrival, unless agreed otherwise in the accommodation contract. When booking an entire room (room price), cancellation shall not be possible for individual persons, but only for the entire room.

3.2.3 Bookings made within 10 weeks prior to the scheduled arrival and any cancellations and/or reductions in number of guests made subsequently shall, in every case, be subject to the rules set out in the next Section under "Cancellation payment".

3.2.4 To satisfy this requirement of written form, cancellation must be transmitted at least by letter, fax or e-mail.

3.2.5 Cancellations pertaining to online bookings shall be governed exclusively, however, by Section II. 3.3. of these Terms & Conditions of Use.

3.3 Online bookings: in the case of bookings made 10 days or less before the date of arrival, cancellation may be made, free of charge, via the online-booking system until 6.00 p.m. on the day prior to the scheduled arrival. In the case of long-term prior booking, the regulations set out under Sections 3.2.1 to 3.2.3 shall also apply to online booking.

3.4 Bookings of a particular allotment of beds at a reduced price rate designated as such (e.g. "fixed deal"), can no longer be cancelled, free of charge.

3.5 The YHs shall, on behalf of the DJH-Landesverband in relation to booked guests, be entitled to withdraw from the acceptance or written accommodation contract up to eight weeks prior to the day of arrival, due to unavailability of the accepted or agreed services. Guests so affected shall receive assistance in searching for replacement accommodation.

3.6 The YHs shall be entitled, on behalf of the DJH-Landesverband, to withdraw from the contract without notice, for cause. This shall include particularly:

- if, following expiry of a set period, an advance payment required under Section 2.1 has not been made;
- if, despite warning, sums outstanding from previous bookings have not been paid;

- if force majeure or other circumstances for which the DJH-Landesverband is not culpable make fulfilment of the contract impossible;
- if there is justified cause to assume that utilisation of the overnight accommodation could endanger the safety of the guests or harm the reputation of DJH in the eyes of the public;
- if rooms have been booked by giving misleading or false information, e.g. of the purpose;
- if no membership is concluded.

3.7 In the cases set out in II. 3.5. and 3.6. above, the YHs shall have a duty to inform the booked guests immediately of the withdrawal from contract, and likewise to reimburse them immediately for any advance payments made. The guest shall have no claim to damages in case of a justified withdrawal.

4. Cancellation payment

If cancellation periods fail to be met, or if beds/rooms are not taken up, Section 537 of the German Civil Code (BGB, *Bürgerliches Gesetzbuch*) shall apply. The DJH-Landesverband reserves the right to receive the agreed price for the services booked. It must, however, offset such expenditures as it has saved thereby or sums as it has gained by vending the services to other persons. Expenditures thus saved / sums gained by vending of services shall be set off as a lump sum. The claim to the agreed price for the services booked remaining after deduction of the expenditures thus saved / sums gained by vending of services is set out in the table below. The guest is entitled to provide evidence that a lower claim applies.

Cancellation:

Remaining claim of the DJH:

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| • as of the 70 th day before start of the trip | 20% of the agreed price |
| • as of the 62 nd day to the 56 th day before start of the trip | 30% of the agreed price |
| • as of the 55 nd day to the 14 th day before start of the trip | 50% of the agreed price |
| • as of the 13 th day to the 5 th day before start of the trip | 75% of the agreed price |
| • as of the 4 th day before start of the trip | 90% of the agreed price |

Provisions for school classes and tour groups with at least 10 persons:

If the number of members of the group is reduced by up to 10% of the booked persons, only 50% of the agreed price is agreed as the remaining claim of the DJH for this reduction, until the start of the trip, also from the 13th day before start of the trip. If the reduction of the number of members exceeds such percentage, the above table continues to apply.

In the event of cancellation or if beds / rooms are not taken up, any advance payments which might already have been made, will be set off. Any remaining amounts will be due immediately. Any possible excessive advance payment will be reimbursed. We recommend taking out a travel cancellation insurance.

If beds / rooms forming part of a particular allotment of beds at a reduced price rate designated as such (e.g. "fixed deal") fail to be taken up, 90% of the agreed price must be paid. In this case, the guest shall also be entitled to provide evidence that a lower claim applies.

The above provisions shall apply until the day of arrival. Subsequently, the legal provisions shall apply, and 100% of the agreed remuneration will normally be due. In this case, the guest shall also be entitled to provide evidence that a lower claim applies.

5. Membership

A condition for admission to a YH is that the relevant person is a member of the German Youth Hostels Organisation or another association belonging to the International Youth Hostel Federation (IYHF) and guests must provide evidence of such membership upon admission to the YH.

- 5.1 Personal membership
- 5.1.1 All persons having their permanent residence in the Federal Republic of Germany may become members of DJH at all DJH membership-card issue points (including YHs and offices of the regional youth-hostel associations).
- 5.1.2 Individual guests aged up to 26 years will receive the "Junior" membership card.
A "Family/27plus" (FAM/27+) Card is available for individual guests older than 26 years of age and for families. Partnerships similar to marriage shall be treated equally to families, if they have a joint residence. Children of full age up to 26 years may remain in their parents' family membership, as long as they are single and do not require their own family membership. A separate membership card may be issued for each family member. Children of full age shall require their own membership card.
- 5.1.3 Guests from abroad who are not a member of an association affiliated with the IYHF may obtain the "International Guest Card", or a "Welcome Stamp" for each night, on site.
- 5.2 Membership of organisations
- 5.2.1 Schools, youth groups, clubs, associations, foundations, companies, corporations and other organisations may acquire corporate membership and shall receive group-membership cards. Admittance shall be governed by the Charter of the German Youth Hostel Association / Central Association for Youth Hiking and Youth Hostels (*Deutsches Jugendherbergswerk, Hauptverband für Jugendwandern und Jugendherbergen e.V.*), and the several DJH-Landesverbände.
- 5.2.2 Using the group-membership card, the leader of a group may stay overnight in the hostel with the group. The group-membership card shall not be a replacement for individual membership. It shall not be transferable to other institutions or persons.
- 5.2.3 A group shall consist of at least four participants, including the leader. Group leaders must be at least 16 years of age.
- 5.2.4 Group-membership cards shall not be issued to travel agencies or other companies which act as agents on a commercial basis for selling trips or tours. Even if a booking is made via an agent, the group so travelling must have its own membership.

6. Prices

The prices agreed upon between the guest and the DJH-Landesverband and/or the YH shall apply. In the event that the prices for the period of time booked by the guest have not yet been fixed at the time when the contract is concluded, the guest shall be informed thereof immediately. In this event, those prices shall apply in accordance with the statutory provisions of Section 315 of German Civil Code (BGB) that have been fixed for the corresponding booking period and the service booked. If, to the detriment of the guest, such prices differ by more than 10% from the prices applicable at the time of booking for the same occupancy period and the same scope of service, the guest shall be entitled to withdraw from the occupancy contract, free of charge. The guest shall have a right of withdrawal without undue delay after receipt of the notification on the prices fixed and shall assert it immediately to the DJH-Landesverband.

Any deviation of the price according to the above provisions shall be permitted only, if the period of time between the conclusion of the contract and the contractually agreed start of occupancy exceeds four months.

7. Liability

- 7.1 Guests who culpably cause injury to persons or damage to buildings or their inventories shall be required to pay compensation pursuant to contractual and statutory provisions (including legal guardians and operators). If any third party has made any booking for the guest, such third party shall be liable vis-à-vis the DJH-Landesverband, together with the guest as joint and several debtor, for any such obligations to the same extent.
- 7.2 Liability of the DJH-Landesverband for loss or theft of valuables or damage thereto shall be governed by Sections 701 ff. of the German Civil Code (BGB).
- 7.3 The DJH-Landesverband shall not be liable for damage to motor vehicles (including their contents) or bicycles parked on the premises of the YH, unless the said damage was caused intentionally or

- through gross negligence on the part of the DJH-Landesverband or its governing bodies or vicarious agents.
- 7.4. If minors are in the group or travelling on their own, the DJH-Landesverband's obligations do not include the duty to supervise them. This rather requires a separate agreement to be concluded in writing. Accordingly, duty of supervision rests solely with the parents or legal representatives or the persons of full age travelling with them; these persons shall take care to observe the notices – also in the house rules – regarding the local conditions and safety hazards.
- 7.5. Minors below the age of 14 travelling on their own will have no claim to be accommodated. They will rather be accommodated in a youth hostel of the DJH-Landesverband only if accompanied by a person of age authorised with their care. This applies even if a letter of consent by the custodian is at hand. However, minors travelling on their own beginning with the age of 14 have a restricted claim to be accommodated in a youth hostel of the DJH-Landesverband, if the following requirements are all met:
- valid passport or ID card of the minor;
 - copy of the valid passport or ID card of the custodian;
 - parents' statement, properly completed by the minor's custodian; a parents' statement is accepted only if identical with the one linked hereunder; no deviations will be accepted www.nordmark.jugendherberge.de/elternerklaerung.

III. Final provisions

1. Any amendments or supplements to the accommodation contract, to the acceptance of reservation, or to these General Terms & Conditions, and to all further services to be provided by DJH-Landesverband to the guest in this context, shall be made in writing to be effective. Unilateral amendments or supplements by the guest shall be ineffective. If individual provisions in these General Terms & Conditions are ineffective, the accommodation contract as a whole shall remain in full force and effect. Should individual provisions in these General Terms & Conditions for the accommodation contract be or become invalid or null and void, the remaining provisions shall remain in full force and effect.
2. Alternative settlement of disputes according to Article 14(1) of the Regulation on Consumer ODR and Sec. 36 of the German Act on Online Dispute Resolution in Consumer Matters (VSBG):

The European Commission provides a platform for extrajudicial settlement of online disputes (OS platform) which can be accessed under www.ec.europa.eu/consumers/odr. You can find our e-mail address on our company information page. We are neither obligated nor willing to participate in the dispute settlement procedure.

Last updated August 2018

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