

## Terms & Conditions of Use / Terms & Conditions of Business 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), or establishments run by other agencies affiliated to the DJH. Their facilities are principally intended for young persons and families.
2. Youth hostels are open to all people. Those who want 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). Any use of the group cards outside the organisation specified in the member card for any private purposes not associated with, for example, the association's activities shall not be permitted.
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 called DJH-Landesverband, being the agency of the YH in question, and the guest. The YH shall act in the capacity of a representative authorised by DJH-Landesverband.

### 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 shall be effected. 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 textual 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 satisfied 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; the details are set out under 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 be expressly agreed with the management of the youth hostel.
- 1.7 Should a third party have made the booking for the guest, he 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 latest. DJH-Landesverband shall additionally be entitled to require the guest upon conclusion of contract 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.  
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 eventuation of the due date pursuant to statutory provisions, DJH-Landesverband shall be entitled to require the statutory arrears interest in force for the time being. 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 by 6.00 p.m. of the day prior to scheduled arrival at latest. 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 written cancellation at least eight 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 eight weeks prior to the scheduled day of arrival. When booking an entire room (room price), cancellation shall not be possible for individual persons, but only for the entire room.
- 3.2.3 In the case of bookings made within eight weeks prior to scheduled arrival and cancellations and/or reductions in number of guests made subsequently, the rules set out in the next Section under cancellation payments shall apply in every case.
- 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 date of arrival, cancellation may be made free of charge via the online-booking system up to 6.00 p.m. on the day prior to 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 When booking a particular allotment of beds at a reduced price rate designated as such (e.g. "fixed deal"), cancellation free of charge shall no longer be possible.
- 3.5 The YHs shall be entitled, on behalf of the DJH-Landesverband in relation to booked guests, 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, should good cause be present. 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.
- 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 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) shall apply. The DJH-Landesverband reserves thereunder 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 shall be set all-inclusively at 50% of the services booked, unless the guest can prove that higher savings are to be set.

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, Section 537 of the German Civil Code (BGB) shall apply without restriction.

#### 5. Membership

Membership of the German Youth Hostels Organisation or another association belonging to the International Youth Hostel Federation (IYHF) shall be a prior condition for admission to a YH, and guests must certify such membership upon admission to the YH.

- 5.1 Personal membership
- 5.1.1 Membership of DJH can be effected at all DJH membership-card issue points (including YHs and offices of the regional youth-hostel associations) by all persons having their permanent residence in the Federal Republic of Germany.
- 5.1.2 Individual guests aged up to 26 years will receive the Junior Card.  
For individual guests older than 26 years of age and for families there is the "Family/27plus (FAM/27+) Card. Partnerships similar to marriage shall be equated with 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 for each night a "Welcome Stamp", on the spot.

- 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 thereby. 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 DJH-Landesverbände.
- 5.2.2 Using the group-membership card, the leader 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 participation in 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, those prices shall apply in accordance with the statutory provisions of Section 315 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% (in case of lump-sum offers by more than 5%) 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 DJH-Landesverband shall notify the guest without undue delay once the corresponding prices have been fixed; the guest shall assert vis-à-vis the DJH-Landesverband any possible right of withdrawal without undue delay after receipt of the notification on the prices fixed. Any increase shall be permitted only if the period of time between the conclusion of the contract and the contractually agreed occupancy period exceeds four months.

## 7. Liability

- 7.1 Guests who culpably cause injury to persons or damage to buildings or their contents 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.

## III. Provisions governing package tours as defined in Sections 651 a - m of the German Civil Code (BGB):

Should the subject of contractual relations between the parties be a package travel contract as defined in Section 651a of the German Civil Code (BGB), Sections 651 a – m of the German Civil Code shall apply without restriction.

### 1. Advance payment and due date of travel price.

Upon receipt of the booking documents, upon receipt of the guarantee certificate at latest, 20% of the travel price shall be due as an advance payment. The remaining 80% of the travel price shall be due no later than 4 weeks prior to the start of the tour.

### 2. Withdrawal and compensation

A tour member may withdraw prior to commencement of the tour. Withdrawal must be in writing. To satisfy this requirement of written form, cancellation must be transmitted at least by letter, fax or e-mail.

In lieu of the cancellation payment set out in Section II. 4, the following shall apply: In case of withdrawal the YH may require the tour member to pay a reasonable amount in compensation, deducting any expenditure thereby saved. The claim for compensation shall be set as a percentage of the travel price (lump-sum), such percentage to vary in accordance with the period still to elapse between the time of withdrawal and the agreed start of the tour.

|   |                      |
|---|----------------------|
| • up to 60 days before start of tour      | 5 % of travel price  |
| • from 59 to 30 days before start of tour | 10 % of travel price |
| • from 29 to 22 days before start of tour | 20 % of travel price |
| • from 21 to 15 days before start of tour | 30 % of travel price |
| • from 14 to 7 days before start of tour  | 40 % of travel price |
| • from 6 to 3 days before start of tour   | 50 % of travel price |
| • from 2 days before start of tour        | 90 % of travel price |

In any case of withdrawal, any advance payments already made shall initially be set off against any compensation incurred for such cancellation. Any further remaining cancellation costs shall be due without undue delay. Any overpaid advance payment shall be reimbursed.

We recommend you to take out travel cancellation insurance.

### 3. Minimum number of participants

In addition to Section II 3.5, 3.6 and 3.7, the following shall apply: The YHs may withdraw from the contract up to 4 weeks prior to arrival if a minimum number of participants set in the travel specification fails to be met.

### 4. Guarantee certificate

The legally compulsory guarantee certificate shall be submitted together with the written confirmation of the tour.

### 5. Limitation of liability

The parties hereby agree that the liability of the DJH-Landesverband shall be limited in accordance with Section 651 h of the German Civil Code (BGB), to such effect that liability by the DJH-Landesverband for damage that does not constitute bodily injuries shall be limited to three times the travel price. This shall assume that the traveller's damage has been caused neither intentionally nor through gross negligence, or that the DJH-Landesverband is responsible for the said damage solely through the fault of a service provider.

### 6. Supplementary provisions

By way of supplement to Sections 651 a – m of the German Civil Code (BGB), the following Subsections from Sections I. and II. of these Terms & Conditions of Use shall apply analogously:

I. Preamble: Subsections 1 to 4.

II. Provisions governing accommodation and catering

1. Booking enquiries and booking: Subsections 1.1 and 1.2, 1.4 and 1.7.

Subsection 1.3 shall apply to the following effect: The booking enquiry shall become directly binding on both sides only upon conclusion of a written accommodation contract.

2. Due date, advance payment and default; place of fulfilment: Subsections 2.2 and 2.3.

3. Cancellation and withdrawal, Subsections 3.5, 3.6. and 3.7.

5. Membership

7. Liability

## IV. Concluding provisions

Any amendments or supplements to the accommodation contract, to the acceptance of reservation, or to these Terms & Conditions of Business, and to all further services for supply by the DJH-Landesverband to the guest in this context, must be in writing. Unilateral amendments or supplements by the guest shall be invalid.

Any invalidity of individual provisions in these Terms & Conditions of Business shall not entail invalidity of the accommodation contract as a whole. Should individual provisions in these Terms & Conditions of Business for the accommodation contract be or become invalid or null and void, the validity of the remaining provisions shall not be affected thereby.

*Status: December 2014*

**Note:** We would like to refer to the EU platform on online out-of-court dispute resolution, which can be found under the following link: <http://ec.europa.eu/consumers/odr/>. Our DJH Service Center will be happy to assist you with initial questions on dispute resolution. Beyond this we do not participate in voluntary dispute resolution procedures before a consumer arbitration board.