

General Terms and Conditions for Youth Hostels in Hessen

1. Scope of application/definition of the term "Youth Hostel"

- 1.1 These Terms and Conditions shall apply to contracts between guests (members) and the "DJH-Landesverband Hessen e.V.". For membership provisions, see no. 6 ff.
- 1.2 Differing terms and conditions by the guest shall only apply if accepted in writing (i.e. by fax, mail or e-mail).
- 1.3 The term "Youth Hostel" shall mean the "DJH-Landesverband Hessen e.V.", its bodies, vicarious agents and in particular the Youth Hostel management.

2. Booking

- 2.1 Guests may request their abode in person, in writing or online.
- 2.2 You must communicate the following information for your booking request: name, first name, address, arrival & departure date, number of people and their gender, date of birth and membership number (where applicable).
- 2.3 The occupancy contract shall be concluded upon return of the signed contract to the Youth Hostel or upon written confirmation by the Youth Hostel that the down payment stated in the relevant offer has been made. Where no such reservation confirmation has been received, the contract shall be deemed not concluded.
- 2.4 Visitors without a reservation may be admitted subject to availability.

3. Payment

Payment for your stay at the Youth Hostel shall be made no later than at the time of your departure. We may request a down payment. For further details, please refer to the relevant reservation confirmation.

4. Cancellations by the guests/ by the Youth Hostel

- 4.1 Individual guests without a written reservation confirmation may cancel their booking in writing. Such cancellation must be received by the Youth Hostel the day before the booked arrival date.
- 4.2 Guests with a written reservation confirmation must cancel their reservation in writing.
- 4.3 Cancellations are only free of charge if it would be unreasonable for the guest to abide by the occupancy contract due to reasons which are within the sphere of responsibility of the Youth Hostel or if the Youth Hostel has given prior written consent or where the right to cancel has been agreed in writing between the guest and the Youth Hostel. Such right to cancel shall be deemed forfeited if it has not been exercised within the period granted in writing by the Youth Hostel.

- 4.4 For any cancellations due to other reasons or beyond the notice period stated above, guests shall be liable to pay the agreed or procured services, even if they were not utilized. This shall equally apply if the guest does not utilize any agreed or procured services without prior cancellation. The provisions in no.5 ("Cancellation charges") shall apply. Cancellation charges also apply to any changes to the number of guests.
- 4.5 If the agreed services are no longer available, Youth Hostels shall be entitled to cancel confirmed reservations free of charge up to 4 weeks prior to the scheduled arrival date. In this case, the Youth Hostel must inform the guests concerned without delay and refund any down payments. The Youth Hostel shall endeavour to find alternative accommodation for the guests concerned.

5. Cancellation charges

- 5.1 In case of cancellations or changes to the number of guests, the Youth Hostel shall have to set off any alternative rent revenue or savings for services not rendered. The Youth Hostel may deduct a set rate for such savings. The following provisions apply. Cancellations up to 60 days prior to the scheduled arrival date: 10% of the agreed services. Cancellations between 59 and 30 days prior to the scheduled arrival date: 20% of the agreed services. Cancellations between 29 and 15 days prior to the scheduled arrival date: 40% of the agreed services. Cancellations between 14 and 8 days prior to the scheduled arrival date: 60% of the agreed services. Cancellations between 7 and 1 day(s) prior to the scheduled arrival date: 80% of the agreed services. Cancellations on or after the scheduled arrival date: 100% of the agreed services. These set rates take into account the usual savings for services not rendered and for alternative uses of the travel services. This does not affect the right of the guest to provide evidence that the damages suffered are actually lower than the applied charges.
- 5.2 If evidence is provided by the Youth Hostel that the costs incurred have been higher than these set rates, the guest shall be charged the actually incurred amount.

6. Membership

Prior to admittance to a Youth Hostel, guests must become members of the "Deutsches Jugendherbergswerk" or another section of the "International Youth Hostel Federation (IYHF)". Evidence of such membership must be provided upon admittance to the Youth Hostel. Children and

adolescents must be accompanied by at least one adult responsible for their supervision.

7. Membership conditions

- 7.1 Individuals with permanent residence in Germany may apply for DJH membership at any agencies issuing DJH membership cards (including Youth Hostels and regional DJH agencies).
- 7.2 Individual guests under 26 receive a Junior Card. For individual guests who are older than 26 and for families, there is the "Familie/27plus" (FAM/27+) membership card. Registered partnerships and cohabitations are considered as families if they have the same place of residence. Adult children under 26 may remain part of the family membership as long as they are unmarried and provided they do not require their own family membership. Each family member may have their own membership card. Adult children require their own membership card.
- 7.3 Foreign guests who are not members of an association affiliated with the IYHF may acquire an international guest card or "welcome stamp" for each night.

8. Organisation membership

- 8.1 Schools, youth groups, clubs, associations, foundations, companies, corporations and other organisations acquire corporate membership and receive group membership cards. The statutes of the "Deutsches Jugendherbergswerk, Hauptverband für Jugendwandern und Jugendherbergen e.V." and of regional DJH sections apply with regard to their admission.
- 8.2 Group membership cards are used by groups and their supervisor for overnight stays at a Youth Hostel. The group membership card does not replace the individual membership and cannot be transferred to other institutions or persons.
- 8.3 A group consists of at least four group members including their supervisor. Supervisors must be at least 16 years old.
- 8.4 Group membership cards are not issued to travel agents and other companies which organise trips for commercial purposes. Even if an intermediary is used, groups must be registered as members.

9. Prices

Prices are charged pursuant to the price list for Youth Hostels in Hessen valid at the time of arrival, unless where different prices or provisos have been agreed in the reservation confirmation. Price lists can be obtained from the regional Youth Hostel office for Hessen and at each Youth Hostel.

10. Liability/expiry

- 10.1 Guests causing damage to buildings and fixtures shall be liable for compensation in line with statutory provisions (including legal guardians and tour operators).

10.2 Guest must immediately notify the Youth Hostel of any defects. Within reasonable terms, guests are also obliged to remedy any defects and to avoid or minimize foreseeable damages. Guests shall also be liable to inform the Youth Hostel without delay of any foreseeable serious damage.

10.3 The Youth Hostel shall only be liable for loss, theft or damage to valuables where they have been expressly given to the Youth Hostel management or its representatives for safekeeping, unless where the loss or damage has been caused wilfully or due to gross negligence by the Youth Hostel. Statutory provisions apply.

10.4 The Youth Hostel shall not be liable for any damage to motor vehicles (including their contents) and to bicycles located on the grounds of the Youth Hostel, unless where the damage has been caused wilfully or due to gross negligence by the Youth Hostel.

10.5 The expiry period for claims against the Youth Hostel shall be shortened to two years. Claims for damages against the Youth Hostel shall expire five years after the circumstances for such claims have occurred, regardless of the time when these have become known. The shortened expiry period shall not apply to wilful or grossly negligent misconduct by the Youth Hostel or to injuries to the guest's life, body or health.

11. Final provisions

- 11.1 Any amendments to the agreement or the General Terms and Conditions, including to this provision, must be made in writing to be valid. Unilateral amendments by the guest shall be void.
- 11.2 Place of performance and payment shall be Frankfurt am Main.
- 11.3 These provisions are governed by German law only.
- 11.4 Where individual or multiple provisions of these General Terms and Conditions are or become invalid or void, the remainder of the provisions shall not be affected. Statutory provisions apply.