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General Terms and Conditions of HOSTEL Accommodation Contracts of HOSTEL KÖLN GmbH

I. Scope of Application

1. These Terms and Conditions govern contracts for the rental use of HOSTEL rooms for lodging purposes (HOSTEL Accommodation Contracts) as well as all other goods and services rendered to customers by HOSTEL KÖLN GmbH (hereinafter "HOSTEL").
2. Deviating terms and conditions as these may be contained in the general terms and conditions of guests or ordering parties shall apply only subject to HOSTEL's prior written consent.

II. Conclusion of Contract

1. Following a guest's reservation request, a HOSTEL Accommodation Contract (hereinafter "Contract") shall come into force upon the HOSTEL's confirmation of a reservation. Together with the confirmation of the reservation, these General Terms and Conditions and the respective house rules shall be deemed accepted.
2. The parties to a Contract shall be HOSTEL and the guest. If a third party placed the order on behalf of the guest, that third party shall be liable vis-à-vis HOSTEL for all obligations arising from Contract as a joint and several debtor together with the guest provided HOSTEL has received a statement by the third party to this effect. In addition, every third party placing an order shall forward all information relevant to the reservation, including but not limited to these General Terms and Conditions and the respective house rules to the guest.
3. If rooms provided are to be sublet or rented to any other party or used for other than lodging purposes this shall be permitted only subject to HOSTEL's prior written consent.
4. Reservations may be made only by persons having full legal capacity.

III. Services, Rates, Payment

1. HOSTEL agrees to keep the rooms booked by a guest available in accordance with these General Terms and Conditions and to render the services agreed upon.
2. HOSTEL shall be entitled for cause (e.g., if accommodation cannot be provided at the HOSTEL booked) to accommodate guests at the rate as booked at another HOSTEL, hotel and/or boarding house of comparable equipment and performance with no recourse claims against HOSTEL arising therefrom to the guest.
3. The guest agrees to pay the applicable or agreed rates of HOSTEL for the rooms provided and other services used or booked. This shall also apply in respect of services rendered to and expenses incurred for any third party by HOSTEL upon the guest's instigation.
4. Any rate agreed upon shall include the applicable value-added tax as required by law. If the value-added tax is increased, any rate previously agreed upon may be adjusted in line with any such increase.
5. Furthermore, HOSTEL may charge different rates if a guest later wishes to amend the number of rooms reserved, the HOSTEL's services, or the length of guests' stay previously agreed upon and HOSTEL consents.
6. HOSTEL's invoices not showing a due date shall be payable and due in full immediately upon receipt. A guest shall be in default if he or she fails to effect payment no later than 14 days of the due date and receipt of the invoice; however, this shall apply to guests who are end users only provided that the invoice contains a special note indicating this consequence. If a guest who is an end user is in default of payment, HOSTEL shall be entitled to charge such guest default interest at a rate of 5% over and above the base interest rate. In transactions involving commercial customers, the default interest rate charged shall be 8% over and above the base interest rate. HOSTEL reserves the right to claim damages in excess of the above. For each reminder sent to a customer in default, HOSTEL shall be entitled to charge a reminder fee of EUR 5.00.
7. HOSTEL shall be entitled to require a reasonable advance payment or security deposit upon conclusion of Contract or thereafter. The amount of the advance payment and its due date may be agreed upon in writing in Contract.
8. For periods of trade fairs or other events, security for any reservation shall be provided in the form of a credit card guarantee..
9. Unless otherwise provided herein, groups composed of 12 individuals or more shall make a down payment of 30% of the total amount of the reservation, due and payable 4 weeks of the confirmation of reservation. No down payment shall be required for group reservations made at short notice, i.e. within 8 weeks before arrival, and the full amount of the reservation shall become due and payable immediately upon confirmation of the reservation. .
10. Unless otherwise agreed, the total rate (less advance payment, if any) as shown on a detailed invoice shall become due and payable upon arrival.
11. The guest shall be entitled to set off in full or in part HOSTEL's claims only against undisputed or legally enforceable counterclaims.

IV. Guest's Rescission of Contract (Cancellation, Annulment, Non-Utilization of HOSTEL Services Booked)

1. HOSTEL grants guests the right to withdraw from Contract at any time. This shall be subject to the following provisions: :
 - i. Groups of individual travelers up to and including 11 persons:

As a rule, reservations may be cancelled free of charge if made no later than 6 p.m. on the day before the expected arrival. For cancellations made at short notice after 6 p.m. on the date of arrival or a no-show, HOSTEL will charge a cancellation fee of 80% of the agreed accommodation rate for the first overnight stay. For periods of trade fairs or other events, reservations may usually be cancelled free of charge up to 7 days before the arrival date. It is up to the guest to prove that HOSTEL did not suffer any damage at all or significantly less damage.
 - ii. Reservations for groups of 12 persons or more:

A cancellation deadline of 60 days shall apply to end-users as well as to their brokering individuals / organizations. This deadline shall also apply to contracts concluded within this deadline. Guests canceling reservations within this cancellation deadline shall pay cancellation fees as follows:

 - a. for any cancellation made 59 to 30 days before the arrival date, 30% of the total rate agreed.
 - b. for any cancellation made 29 to 10 days before the arrival date, 50% of the total rate agreed.
 - c. for any cancellation made 9 to 1 day(s) before the arrival date, 90 % of the total rate agreed.
 - d. for any cancellation made on the arrival date or any no-show, HOSTEL will charge 100% of the total rate agreed.

In the event that the number of persons is reduced by no less than 10% within this cancellation deadline, the above cancellation fees shall apply; if the reduction in the number of persons is less than 10%, cancellation up to 1 day before the arrival date shall be free of charge.
 - iii. Cancellation of booked meals made no later than 8 days before the arrival date shall be free of charge. Thereafter, HOSTEL will charge a cancellation fee of 100% of the total rate agreed..
2. It shall be up to the guest to prove that HOSTEL did not suffer any damage at all or less damage than the lump sum compensation claimed.
3. The above provisions relating to damages shall apply mutatis mutandis unless the parties have agreed upon special terms and conditions (e.g., for reservations for special dates) upon conclusion of Contract.
4. Customer's withdrawal from Contract concluded with HOSTEL shall be valid only if made in writing and shall be subject to HOSTEL's written consent. Failing such consent, the rate as agreed in Contract shall be due even if the guest does not avail himself of the contractual services.

V. Rescission by Hostel

1. If an advance payment or security deposit agreed upon in accordance with Clause III (7) and (8) hereinbefore is not effected within the stipulated period, HOSTEL shall be entitled to rescind Contract.
2. Furthermore, HOSTEL shall be entitled to rescind Contract for cause, with such cause including, but not being limited to the following:
 - force majeure or any other circumstance beyond HOSTEL's control that renders performance of Contract impossible;
 - rooms booked using material misrepresentations, e.g., regarding a guest's identity or the purpose of the reservation;
 - reasonable cause for HOSTEL to believe that the guest's using HOSTEL services may jeopardize HOSTEL's smooth operation or safety or compromise HOSTEL's reputation, while this is beyond its control and organizational sphere;
 - unauthorized subletting or renting of rooms to another party in accordance with Clause II (3) hereinbefore;
 - a case as specified in Clause VI (3) herein below;
3. If HOSTEL exercises its right of rescission, it shall inform the guest thereof in writing without delay.
4. The guest shall not derive a claim for damages in the above cases of rescission.

VI. Arrival and Departure

1. The guest shall have no claim to be provided a specific room or rooms unless HOSTEL has confirmed the reservation of a specific room or rooms in writing. In the case of reservations for groups of 12 people or more, HOSTEL is free to decide the allocation of rooms to the guests. However, HOSTEL will try to accommodate the guests' requests as far as possible. The exact allocation of rooms (single, double, dormitory rooms) shall be specified in the confirmation of reservation.
2. Booked rooms shall be available to guests starting at 3.00 p.m. on the agreed arrival date. Guests shall have no claim to access before this time.
3. Unless otherwise agreed upon, guests shall check into their booked rooms no later than 6.00 p.m. on the agreed arrival date. Unless guests have guaranteed a reservation by credit card or advance payment, HOSTEL reserves the right to let booked rooms to a third party after 6.00 p.m. without any claim for damages arising therefrom to the guests. Insofar, HOSTEL shall have a right of rescission..
4. Guests shall vacate their rooms no later than 11.00 a.m. on the agreed departure date. Thereafter, HOSTEL shall be entitled to charge 70% of the valid and full accommodation rate (list price) for use exceeding the contract term for rooms vacated before 6.00 p.m. and 100% of the valid and full accommodation rate (list price) for rooms vacated after 6.00 p.m. This shall not give rise to any claims of the customer based on contract.
5. In the cases of groups composed of 12 persons or more, HOSTEL shall receive a list of all group members, including their full names, contact information and dates of birth no later than upon their arrival.

6. In the event that the total number of guests arriving exceeds the number of guests agreed upon, the additional guests shall have no claim to accommodation.

VII. Other Provisions

1. The house rules, as amended, which can be downloaded from HOSTEL's website or requested from HOSTEL, shall be an integral part of every HOSTEL Accommodation Contract. Groups composed of 12 persons or more shall sign the house rules no later than upon their arrival.
2. Minors are permitted to stay overnight at HOSTEL only if accompanied by no less than one person of legal age or upon submission of a declaration of consent issued by a parent or guardian.
3. Pets are admitted only subject to prior arrangement.
4. In the case of reservations including breakfast, breakfast will be served in the morning following each overnight stay. In the case of reservations including half board, the first meal served will be dinner and the last meal served will be breakfast. Additional meals (e.g., in case of early arrival or late departure) are available on request and will be charged separately. Meal times for groups will be fixed no later than upon the group's arrival.

VIII. Liability and Limitation of Action

1. Guests shall be liable for any damage to or loss of inventory caused culpably or negligently as well as for heavy soiling. If the culprit within a group cannot be identified, all group members shall be jointly and severally liable. HOSTEL reserves the right to require a deposit of EUR 10.00 per person upon a group's arrival, but no more than EUR 500.00 per group, with such deposit to be repaid unless HOSTEL suffered damage or loss from the group.
2. HOSTEL shall be liable for acting with the due care and diligence of a prudent merchant in meeting its obligations under the HOSTEL Accommodation Contract. Customers shall have no claims for damages. This shall apply with the exception of damage or loss caused by injuries to life, limb or health if HOSTEL is accountable for such injury, any other damage caused by HOSTEL's willful or grossly negligent breach of duty, or damage or loss caused by a willful or negligent breach of HOSTEL's obligations as are typical of Contract. A breach of duty by HOSTEL shall be the same as one committed by its legal representative, employee or vicarious agent.

In the event of a defect or default in HOSTEL's performance, HOSTEL shall try to take corrective action without delay upon a customer's complaint. If a guest culpably fails to notify HOSTEL of any such defect or default in performance, the guest shall have no claim to a reduction of the contractually agreed remuneration

3. No liability accepted for valuables kept in rooms. Therefore, we strongly recommend that valuables be stored in the safe box at the reception desk. This service is free of charge.
4. If guests are provided a parking space for valuable consideration or for free in HOSTEL's parking garage or on HOSTEL's parking lot, this shall not constitute a safekeeping agreement. HOSTEL shall not be under any obligation to guard such parking facility. HOSTEL shall be liable for loss of or damage to motor vehicles and their contents parked or maneuvered on HOSTEL's premises only if such loss or damage is caused willfully or by gross negligence by HOSTEL, its legal representatives, or its vicarious agents. In this case, claims for damages against HOSTEL shall be asserted no later than upon leaving HOSTEL's premises.

5. HOSTEL shall meet requests for wake-up calls with the greatest possible care. Claims for damages other than those based on gross negligence or intent shall be excluded.
6. Messages, mail and deliveries of goods for guests shall be handled with care. HOSTEL agrees to deliver, hold and – on request and for a consideration – forward such items as well as lost property (on request). Claims for damages other than those based on gross negligence or intent shall be excluded. After keeping the above items for no more than one month, HOSTEL shall be entitled to turn such items over to the local lost and found office and charge a reasonable fee therefor.
7. Guests' claims for damages shall become time-barred no later than two years of the date on which a guest became aware of a damage suffered, or, irrespective of the date of the guest becoming aware of the damage, no later than three years of the date of the damaging event, as the case may be. This shall apply with the exception of liability for damage caused by injury to life, limb, or health and other damage caused by a breach of duty committed willfully or by gross negligence by HOSTEL, its legal representative or its vicarious agent.

IX. Miscellaneous Provisions

1. Amendments of and supplements to Contract, the acceptance of requests, or these General Terms and Conditions of HOSTEL Accommodation shall be valid only if made in writing. Any unilateral amendment or supplement made by the customer shall be invalid.
2. The place of performance and the place of payment shall be the location of HOSTEL's registered office.
3. The courts having venue for the place of HOSTEL's registered office shall have exclusive jurisdiction over all controversies, including controversies about checks or bills of exchange, arising in commercial transactions. If a contracting party does not have a place of general jurisdiction in Germany, the courts having venue for the place of HOSTEL's registered office shall have jurisdiction over all controversies arising. However, HOSTEL shall be entitled to bring any action and other court proceedings also before a court having general venue for the guest.
4. These General Terms and Conditions of HOSTEL Accommodation Contracts of HOSTEL KÖLN GmbH shall be governed by the laws of the Federal Republic of Germany. This shall apply to the exclusion of the UN Uniform Law on the Sale of Goods and the conflict of laws rules.
5. In the event that any provision of these General Terms and Conditions of HOSTEL Accommodation Contracts is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder hereof. Apart from the above, the statutory provisions shall also apply.