

# AGB EastSeven Berlin Hostel

Stand 04.2024

## I. Preliminary remarks

### 1. *Contractual relationship*

- a. A room booking confirmed by the Hostel establishes a contractual relationship between the Guest and the Hostel (Hostel Accommodation Contract).
- b. The hostel accommodation contract is a so-called mixed-type contract not specifically regulated in the German Civil Code (BGB), with the exception of liability for items brought into the hostel. It contains elements of service, work and purchase contract law. At its core, the host accommodation contract is a fixed-term rental agreement.

### 2. *Scope of application*

- a. Our terms and conditions apply to contracts for the temporary rental of hostel rooms and beds for accommodation, as well as all other services and deliveries provided by the hostel for the guest.
- b. The subletting or re-letting of the rooms or beds provided and their use for purposes other than accommodation is not permitted.
- c. The guest's terms and conditions shall only apply if this has been agreed in writing in advance.
- d. Separate agreements must be made in writing.
- e. For each booking, the Hostel may request an agreement with the customer that deviates from these Terms and Conditions.
- f. The use of the Hostel beyond the agreed duration (e.g. automatic extension) is excluded.

### 3. *Conclusion of contract, partners, liability; statute of limitations*

- a. The contract is concluded upon acceptance of the guest's application by the Hostel.
- b. The contract must be in writing - unless otherwise required, the Hostel accepts e-mail, fax and letter.
- c. The customer's booking request only becomes binding upon express confirmation of the reservation by the Hostel.
- d. The guest is obliged to monitor the mailboxes of the e-mail address provided (including spam).
- e. If the Guest does not receive a confirmation email for his/her booking, he/she is obliged to contact the Hostel in good time.
- f. The contractual partners are the Hostel and the Guest. If a third party has booked on behalf of the Guest, the third party shall be liable to the Hostel together with the Guest as joint and several debtors for all obligations arising from the Hostel accommodation contract, provided that the Hostel has received a corresponding declaration from the third party.
- g. The limitation period for all claims of the Guest and the Hostel is 6 months.
- h. The limitation of liability and the short limitation period shall also apply in favor of the Hostel in the event of breach of obligations in the initiation of the contract and positive breach of contract. Der Vertrag kommt durch die Annahme des Antrags des Gastes durch das Hostel zustande.

### 4. *House rules*

- a. The house rules visibly displayed in the Hostel are an integral part of the General Terms and Conditions.
- b. In the event of violations of the house rules, the Hostel is entitled to terminate the accommodation contract without notice. The Hostel reserves the right to demand cancellation fees.

## II. Room provision, handover and return

- a. The conclusion of the contract obliges both contracting parties to fulfill the contract. The Hostel is obliged to offer the Guest reasonable alternative rooms in one or more other hostels/accommodation establishments of the same or a higher category if it is at fault for not providing the room. If the guest refuses this, he/she shall not be entitled to compensation.
- b. A key deposit of 10 euros per key is payable when the room key is handed over - 10 euros will be charged for the loss of a key.
- c. The guest is not entitled to the provision of specific rooms, beds or premises unless these have been confirmed in writing.
- d. Booked rooms / beds are available to the guest from 3 p.m. on the agreed day of arrival. The guest is not entitled to earlier availability.
- e. On the agreed day of departure, the rooms must be vacated and made available to the Hostel by 11.00 a.m. at the latest, otherwise the Hostel is entitled to vacate the room and shall not be liable for any damage incurred as a result. Alternatively, the Hostel reserves the right to charge 50% of the full log-in fee for the additional use of the room until
- f. 18.00 hours 50% of the full accommodation price (list price), from 18.00 hours 100%. This shall not give rise to any contractual claims on the part of the customer.
- g. The Hostel is liable for the proper provision of the contractually agreed service. If the rented accommodation has a defect that goes beyond a mere inconvenience, the guest must immediately notify the owner of the accommodation establishment or his representative of the defect and demand remedy.
- h. The rooms and facilities are provided to the user in a proper, clean and functional condition for residential purposes. The user must treat the rooms and facilities provided for use with care and diligence.
- i. For damage/destruction and soiling of the rooms and/or facilities beyond normal use, the user must pay compensation in the amount of the new acquisition value (in the case of damage/destruction) or in the amount of the removal costs (in the case of soiling). If the room/bed cannot be re-let for this reason, the user shall be liable for any further damage resulting from this.
- j. If the guest has smoked illegally in the Hostel, the Hostel will in any case claim a minimum charge of twice the room price as compensation for the increased cleaning costs and possible restrictions on re-letting. In addition, the Hostel expressly reserves the right to claim further payments (e.g. fire department costs).
- k. Unless agreed in writing between the Hostel and the Guest in advance, the Hostel has no obligation to store the Guest's property after 11.00 a.m. on the day of departure.

### III. Cancellation regulations; cancellation fees / cancellation payments

#### 1. General information

As a rule, the hostel requires the deposit of the accommodation price for the first night 3 days before arrival - this amount will not be refunded, as a free cancellation is then no longer possible (see 3. Cancellation conditions). The entire reservation will be canceled if the deposit is not paid on time.

The following regulations may differ if a separate contract (e.g. contingency contract) has been concluded between the hostel and the customer.

#### 2. Cancellation fees / cancellation payments

- a. Cancellations are governed by the statutory provisions. If the cancellation is made at short notice, it cannot be assumed that the rooms/beds will be used for other purposes. The cancellation fee is the payment contractually owed by the customer for the first night as booked.
- b. Unless otherwise agreed, the Hostel is at liberty to charge a lump sum for damages incurred by the Hostel and to be compensated by the Guest in the event of late cancellation or non-utilization of the booked rooms/beds. The guest is then obliged to pay 100% of the contractually agreed price for the first night in all booked rooms/beds. This also applies to the non-utilization (no show) of individual booked rooms/beds.
- c. Accordingly, the Hostel reserves the right to charge the entire fee for the first night if bookings are canceled after midnight 3 days before the date of arrival, or in the event of a no-show on the day of booking, or to offset it against any advance payments made or to charge the customer's credit card accordingly.

#### 3. *Rights of the customer to cancel the booking or withdraw from the contract*

- a. Unless otherwise agreed, the customer can cancel free of charge up to midnight, 3 days before the date of arrival.

#### 4. *Cancellation of the booking at short notice by the hostel*

In the following cases, the Hostel reserves the right to cancel the entire booking without compensation:

- a. If requested deposits are not received by the Hostel on time;
- b. The guest does not fulfill his/her obligation to ensure that his/her credit card is covered at all times prior to arrival if the booking is made by credit card;
- c. The guest does not fulfill his/her obligation to provide the Hostel with unsolicited proof of his/her right to use the credit card of a third party;
- d. If the guest does not show up on the agreed day (by midnight);
- e. Any deviating arrangements must be made in writing by the Guest (post, fax, email) and confirmed in writing by the Hostel;
- f. If guests do not have the required minimum age of 18 years - unless they are accompanied by a parent and this has been agreed in advance with the Hostel. The Hostel reserves the right to cancel the booking without refunding any payments already made;
- g. The Hostel must inform the Guest of the exercise of the right of withdrawal without delay. Sending an email to the email address provided by the guest is sufficient for this purpose;
- h. In the event of justified withdrawal by the Hostel, the Guest shall not be entitled to claim damages;
- i. If the Hostel has reasonable grounds to believe that the use of the Hostel's services may jeopardize the smooth operation, security or public reputation of the Hostel, without this being attributable to the Hostel's sphere of control or organization;
- j. If guests exceed the maximum stay of 7 days without prior consent

## 5. Rights of the hostel to withdraw from the contract

In general, the house rules apply. In the event of misconduct by individual group members, the entire group may be held responsible. The hostel generally reserves the right to cancel the booking in the event of violations - without refunding any payments already made. *Rechte des Hostels vom Vertrag zurückzutreten*

- a. If the guest's right to withdraw from the contract within a certain period has been agreed in writing, the Hostel is entitled to withdraw from the contract during this period;
- b. If an agreed advance payment is not made even after a reasonable grace period set by the Hostel with a warning of refusal has expired, the Hostel is also entitled to withdraw from the contract;
- c. The Hostel is entitled to extraordinary withdrawal from the contract for objectively justified reasons, e.g. - force majeure (fire or similar), or other circumstances for which the Hostel is not responsible and which make fulfillment of the contract impossible;
- d. If rooms/beds are booked under misleading or false statements of material facts, e.g. deviating in the person of the guest or the purpose;
- e. For group bookings the following also applies: *Sofern ein Rücktrittsrecht des Gastes innerhalb einer bestimmten Frist schriftlich vereinbart wurde, ist das Hostel in diesem Zeitraum seinerseits berechtigt, vom Vertrag zurückzutreten;*
  - i. The maximum group size is limited to 4 people (clearly communicated before the booking is made). The hostel reserves the right to cancel the booking without compensation and further obligations if this limit is exceeded. This also applies in the event that the Hostel discovers on/after arrival that several individual bookings form part of a larger overall booking.
  - ii. If the guests/group are a youth group, stag party, football/fan group etc.
  - iii. If group bookings are made under misleading or false statements of material facts, e.g. the nature and purpose of the trip, the identity of the organizer or the personal details of the travelers;

#### **IV. Services, prices and payment transactions**

- a. The Guest is obliged to pay the Hostel's applicable or agreed prices for the room/bed occupancy and the other services used by the Guest in full upon arrival at the latest. This also applies to services and expenses of the Hostel to third parties arranged by the Guest;
- b. Payment shall be made in cash or by bank transfer to the Hostel's account. There is no legal entitlement to payment by credit or EC card. Advance payments made will be offset. Receipt of payment shall be deemed to be payment in cash at the reception desk or crediting of the Hostel's account;
- c. The Hostel is entitled to demand advance payments in the amount of the total expected accommodation price at any time upon conclusion of the accommodation contract;
- d. The Hostel may, without justification, make any order and reservation or other service to be performed dependent on the full or partial payment of amounts owed in advance in the form of down payments, advance payments or total advance payments;
- e. The agreed prices include the respective statutory value added tax. If VAT increases between the time of booking and the time of payment, the price to be paid will be adjusted accordingly;
- f. The bed tax/city tax currently levied in Berlin is included in the prices;
- g. Prices are subject to change;
- h. Prices may be changed by the Hostel if the Guest subsequently requests changes to the number of rooms booked, the Hostel's services or the length of the Guest's stay and the Hostel agrees to this;
- i. Any special conditions already granted must be mentioned directly at the time of booking or upon arrival. Subsequent changes or reductions are not possible;
- j. Hostel invoices without a due date are payable in full within 10 working days of receipt of the invoice. The Hostel is entitled to declare accrued receivables due at any time and to demand immediate payment. In the event of late payment, the Hostel shall be entitled to charge interest at a rate of 4 percent above the respective discount rate of the Deutsche Bundesbank. The Guest reserves the right to provide evidence of lower damages, and the Hostel reserves the right to provide evidence of higher damages;
- k. The Guest may only offset or reduce a claim of the Hostel with an undisputed or legally binding claim;
- l. All transfer / bank charges shall be borne by the customer or his authorized representative. This also applies to refunds to be made by the Hostel. Reminder fees amount to 5.00 Euro per reminder;
- m. If the guest uses the credit card of a third party for his/her booking/payment, he/she is obliged - without being requested to do so - to present the corresponding legitimation to the Hostel.

## V. Liability

- a. The Hostel shall be liable for the diligence of a prudent businessman. However, this liability is limited in the non-typical service area to deficiencies in performance, damages, consequential damages or disruptions which are attributable to intent or gross negligence on the part of the Hostel. Should disruptions or defects in the Hostel's services occur, the Hostel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the Guest. The guest is obliged to do what is reasonable to remedy the disruption and to minimize any possible damage;
- b. Money and valuables up to a maximum value of EUR 500.00 (sum insured) can be stored in the hostel safe. The Hostel recommends that guests make use of this option;
- c. The Hostel is liable to the Guest in accordance with the statutory provisions for any valuables brought in and properly secured;
- d. Liability claims expire if the guest does not notify the Hostel immediately after becoming aware of the loss, destruction or damage (§ 703 BGB). The necessary police report must be made immediately by the guest concerned;
- e. The Hostel's unlimited liability is governed by the statutory provisions;
- f. The Hostel shall not be liable for loss of or damage to motor vehicles or bicycles parked or maneuvered on the Hostel property or their contents, except in cases of intent or gross negligence. This also applies to vicarious agents of the Hostel;
- g. Anyone who causes damage to the building or inventory shall be liable for this within the framework of the statutory provisions (in particular also accompanying persons and organizers). Theft and willful damage to property will be reported immediately. On departure, the rooms will be inspected by the reception staff. Compensation for any damage and lost keys will be charged and must be paid in cash on departure at the latest. The hostel is only liable for damage caused to the guest if the person causing the damage has acted with gross negligence. The Hostel accepts no liability for stored luggage, motor vehicles and bicycles left on the Hostel premises;

## VI. Contingent contracts

- a. For groups or for bookings with a total value of 500 euros or more, the Hostel reserves the right to conclude a contingent contract. As a rule, separate cancellation conditions and advance payments will then be agreed between the Hostel and the customer/guest. These agreements then override the corresponding provisions in these Terms and Conditions.
- b. A contingent contract with the Hostel always refers to the provision of a defined number of rooms and beds of a certain category. This regulation is binding. The occupancy of the individual rooms (allocation of the individual travelers) is carried out by the customer.

### 1. *Advance payments*

- a. The Hostel is entitled to demand a reasonable advance payment upon conclusion of the contract, taking into account the statutory provisions for hotel allotment contracts. The amount of the advance payment and the payment dates shall be agreed in writing. All transfer fees are to be borne by the customer, even if advance payments already made are refunded. There is no entitlement to interest on advance payments made.
- b. If an agreed advance payment is not made even after a reasonable grace period set by the Hostel has expired, the Hostel shall be entitled to withdraw from the contract and to claim damages.

### 2. *Withdrawal from the contract*

Insofar as the customer's right to withdraw from the contract free of charge within a certain period has been agreed in writing, the Hostel is entitled for its part to withdraw from the contract if there are inquiries from other customers regarding the contractually booked rooms and the customer does not waive his right of withdrawal upon enquiry by the Hostel.

### 3. *Naming the tour participants*

The Hostel may require the person responsible to name all travel participants. The personal details must be entered in the collective registration form of the Hostel.

### 4. *Changes to the number of participants and the date*

- a. Any change to the booking data (date of arrival and departure of individual guests) requires the written consent of the Hostel. There is no legal claim. The Hostel may terminate the existing contract if the booking dates are changed.
- b. There is no legal entitlement to the provision of additional beds or the extension of the stay.
- c. The Hostel must be notified of any change in the number of participants in the form of an occupancy list; this requires the Hostel's written consent.
- d. If the number of participants deviates by more than 10%, the Hostel is entitled to redetermine the agreed prices and, if necessary, to provide the customer with other rooms/beds.

### 5. *Deposit*

The Hostel may require the customer to pay an appropriate deposit upon conclusion of the booking contract. The deposit will be refunded to the customer without deductions and without interest after receipt of the entire invoice amount (usually upon departure of the customer) if no damage was caused by the customer/group. If any damage is found to have been caused by the customer, the deposit will initially be retained in full by the Hostel and offset against the repair costs incurred. Any credit balance will be refunded after the repair has been carried out; the repair will be carried out by a company commissioned by the Hostel against proof. Further claims for damages by the Hostel are not excluded.

## VII. Final provisions

- a) Amendments or additions to the contract, the acceptance of the application or these Terms and Conditions for Hostel Accommodation must be made in writing. Unilateral amendments or additions by the Guest are invalid. Verbal agreements shall only become effective if they have been confirmed in writing by the Hostel. Änderungen oder Ergänzungen des Vertrags, der Antragsannahme oder dieser Geschäftsbedingungen für die Hostelaufnahme müssen schriftlich erfolgen.
- b) The place of performance and payment shall be the Hostel's registered office.
- c) The exclusive place of jurisdiction - also for disputes concerning checks and bills of exchange - in commercial transactions shall be the Hostel's registered office. If a contractual partner fulfills the requirements of § 38 para. 1 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the Hostel's registered office. The customer may only sue the Hostel at its registered office. German law shall apply.
- d) Should individual provisions of these General Terms and Conditions for Hostel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. The ineffectiveness of individual provisions of the guest accommodation contract or the guest accommodation conditions does not lead to the ineffectiveness of the entire contract. In all other respects, the statutory provisions shall apply. We reserve the right to correct errors as well as printing and calculation errors.
- e) The above terms and conditions replace all previous terms and conditions, including those published on flyers, old forms and earlier on the Internet.