

# Terms and Conditions for Accommodation, Catering and Seminar Services of the Deutsches Jugendherbergswerk - Landesverband Nordmark e.V.

Dear customers and guests,

The youth hostels in Schleswig-Holstein, Hamburg and northern Lower Saxony, hereinafter abbreviated to "YH" are properties belonging to the Deutsches Jugendherbergswerk – Landesverband Nordmark e.V. (German Youth Hostel Association – Nordmark Regional Association), hereinafter abbreviated to "DJH NMK". The following provisions, if effectively agreed, shall become content of the occupancy contract between the customer and DJH NMK. You are therefore requested to read these Terms and Conditions carefully before booking. For improved readability, persons are referred to only in the generic masculine. The personal designations used refer, however, to persons of all genders.

## 1. Scope of applicability, booking requirement and use of services as well as admission to the YH

1.1. These Terms and Conditions, to the extent that they have been effectively agreed, apply to **occupancy services together with essential components thereof** (in particular catering services and the use of the YH's in-house facilities). Insofar as other touristic services within the meaning of Section 651a para. 3 no. 4 BGB are booked in addition to the occupancy service and essential components thereof, which do not make up a significant part of the total value of the services and neither constitute an essential feature of the service package itself nor are advertised as such, these Terms and Conditions of occupancy shall also apply. In all other cases in which travel services make up the majority of the contractual object, DJH NMK's package travel terms and conditions apply, insofar as they have been effectively agreed.

1.2. Individual or group membership of the customer/guest or his group in the German Youth Hostel Association or another Hostelling International (HI) association is a prerequisite for using the services and admission to the YH. Information about membership can be found at <https://www.jugendherberge.de/en/membership/>.

1.3. Proof of membership must be provided on arrival prior to admission of the customer/guest to the YH. DJH NMK is entitled to refuse admission to the accommodation or provide other contractual services until membership has been acquired/demonstrated.

1.4. If, despite a reminder with a reasonable grace period, membership is not acquired/demonstrated, at the latest at check-in at the YH, DJH NMK can terminate the occupancy contract and charge the customer/guest cancellation costs in accordance with the cancellation provisions set out in Section 8 of these Terms and Conditions of occupancy.

1.5. The occupancy contract shall be concluded pursuant to the provisions of Section 3 (Conclusion of contract) subject to the condition subsequent of membership being proven or acquired. This means that, without such proof, no contractual claim to the use of the contractual services exists.

1.6. When booking through a travel agent/intermediary or a reseller (in particular, tour operators), the travel group's membership is required.

### 1.7. Minors:

a) **Minors up to the age of 14 who are travelling alone are not entitled to admission.** These are admitted to the DJH NMK youth hostels only when accompanied by an adult who is entitled to take responsibility for them. Declarations of consent – in any form – from parents or guardians who are not admitted as a guest at the same time as the child do not allow admission of the child.

b) **Entitlement to admission is restricted for minors age 14 and over who are travelling alone.** They are admitted into the DJH NMK youth hostels under the following conditions, even when they are not accompanied by an adult who is entitled to take responsibility for them. Admission in this case only takes place, however, when a valid ID card or passport of the minor as well as the parental declaration, properly filled out and signed by the parent/guardian of the minor are presented. It is essential that this parental declaration is exclusively in the form published by DJH NMK under the following internet address: <https://jugendherberge.de/elternerklaerung/>. Any declarations by the parent/guardian in another form will not be accepted, even if legally valid.

c) **Unaccompanied minors between the ages of 14 and 18** are exclusively accommodated as separated by gender. Mixed-gender accommodation may be permissible with written declaration of consent from the parent/guardian, which must be presented to the management of the YH at arrival in the original written form (no faxes, no emails, no SMS). The above provision does not apply to the admission of children pursuant to Section 5.1, who are solely accommodated together with the parent/guardian.

d) **In the case of accompanying minors and minors travelling alone**, the obligation of DJH NMK or the YH to provide services does not include the assumption of a duty of supervision without an express agreement to this effect. The duty of supervision, in particular with regard to general or specific information on local conditions and sources of danger (also in the house rules), lies exclusively with the parents, or the legal representatives or accompanying adult persons.

## 2. Services and changes to services for the purposes of occupancy

2.1. The services owed by DJH NMK result exclusively from the content of the booking confirmation in connection with the valid brochure or the description of the YH as well as from any additional agreements expressly made with the customer/guest. The customer/guest is advised to make additional agreements in writing.

2.2. In the absence of a specific express agreement, the guest is not entitled to the allocation of a specific room, to a specific location of the room or to the location of a room next to or near the room of accompanying guests. For the allocation and placement of beds, the above regulation applies mutatis mutandis.

2.3. No entitlement exists to a certain size of the accommodation assigned to the

guest nor to its equipment or furnishings, unless an explicit agreement has been made in this regard or a corresponding size and equipment can be derived from the booking basis, the agreed room category or the price category.

2.4. DJH NMK and the local YH are not obliged to provide supplementary services beyond the provision of the accommodation and/or conference room with equipment, unless this is part of the booking basis or an express agreement has been made in this regard. This applies in particular to the provision of and access to leisure facilities, catering services, transport services and supervision and assistance services.

2.5. With regard to contractual obligations towards minors, reference is made to Section 1.7 of these Terms and Conditions.

2.6. Requests by the customer/guest for changes or additions require corresponding confirmation of acceptance by DJH NMK in text form to become part of the contract.

## 3. Conclusion of the occupancy contract, obligations of the customer/guest; information on the non-existence of the right of withdrawal for the customer/guest in the case of distance contracts

### 3.1. The following applies for all booking channels:

a) The basis of the offer by DJH NMK and the booking by the customer/guest is the description of the offer of services and the supplementary information in the booking basis, insofar as this is available to the customer/guest at the time of booking.

b) **In the event of a booking by several guests, the following distinction is made:**

- **For bookings by couples and families** the person booking is the contractual partner and debtor vis-à-vis DJH NMK.
- **For bookings involving several guests (who are not couples or families) by one booking person** who does not represent an institution, the person booking is liable for all contractual obligations of persons for whom he is making the booking, as for his own, to the extent that he has assumed a corresponding obligation through express and separate declaration.
- **For bookings by closed groups within the meaning of Section 4 of these Terms**, exclusively the booking institution and the associated group booker, and not the individual participants, are the contractual partner and debtor vis-à-vis DJH NMK. To the extent that these Terms and Conditions refer below to the term "customer" or "guest" as a contracting party of DJH NMK, this includes the booking person or the booked institution and also the group client. The participants, on the other hand, as co-booked participants or as members of the group, have merely the status of a beneficiary according to the principles of a contract for the benefit of third parties, with the proviso that the participants are not entitled to demand the provision of the contractual services, in particular the accommodation services for themselves, without the consent or cooperation of the group client and/or to amend the contractual agreements with the group client.

c) If the content of the booking confirmation from DJH NMK deviates from the content of the booking, this constitutes a new offer from DJH NMK, which is binding for it for 5 working days. The contract is concluded on the basis of this new offer, insofar as DJH NMK has pointed out the change with regard to the new offer.

d) The contract is concluded upon receipt of the booking confirmation (declaration of acceptance) from DJH NMK. The contract confirmation will be sent or handed over to the customer/guest by DJH NMK.

### 3.2. For service bookings sent in writing, by email or by fax, the following shall apply:

a) DJH NMK will send the customer/guest a contract offer on the basis of his booking request that is binding for DJH NMK for a limited period of time together with these Terms and Conditions.

b) With receipt by DJH NMK of the contract signed by the customer/guest (in the case of emails, either by confirmation by means of a booking button with the inscription "book with obligation to pay" in the digital contract portal or by sending the signed contract), the customer/guest submits a contract declaration which is binding for him.

c) If contract offers from DJH NMK for individual and family bookings are sent by email, it is sufficient for purposes of the customer's/guest's binding contract declaration to click the booking button with the inscription "book with obligation to pay" in the digital contract portal, to send a text-form declaration of acceptance of the contract by means of an informal reply email from the customer or to make timely payment, insofar as this is agreed accordingly in the occupancy contract.

d) If the booking request by the customer/guest is made shortly before arrival and DJH NMK expressly so permits in the contract offer, the customer/guest can also accept the contract offer implicitly by arriving at the YH and paying the occupancy price on arrival or departure. In this case, the booking confirmation will be handed to the customer/guest in the YH in accordance with the provisions in Section 3.1.d).

### 3.3. The following applies for booking requests by the customer/guest on the telephone or in person:

DJH NMK merely accepts non-binding booking requests from the customer/guest

by telephone or in person and reserves the corresponding occupancy services for him. In all other respects, the process of concluding the contract is governed by the provisions of Section 3.2 above.

**3.4.** In the case of bookings in electronic commerce (e.g. internet, app, tele-media), the following shall apply for the conclusion of the contract:

**a)** The electronic booking process shall be explained to the customer/guest by **DJH NMK** in the application in question.

**b)** A corresponding **correction option** is made available to the customer/guest for **correcting the entered information or deleting or resetting the entire booking form**; the use of this option is explained to the customer.

**c)** The **contract languages** offered for implementing the online booking are indicated. **Only the German language is legally authoritative.**

**d)** Insofar as the **text of the contract** is stored by **DJH NMK** in the online booking system, the customer/guest will be informed of this and of the possibility of retrieving the text of the contract at a later date.

**e)** By clicking on the button **"book with obligation to pay"**, the customer/guest extends a binding offer to **DJH NMK** for the conclusion of the occupancy contract. The customer/guest is bound by this **contractual offer for three working days from the date of sending** the electronic declaration.

**f)** The customer/guest will have the receipt of his booking confirmed immediately by electronic means.

**g)** The transmission of the booking by clicking on the button **"book with obligation to pay"** **does not give rise to any claim on the part of the customer/guest to the conclusion of an occupancy contract in accordance with his booking details**. Rather, **DJH NMK** is free to decide whether or not to accept the customer's/guest's contract offer.

**h)** The contract becomes effective through the customer's/guest's **receipt of the booking confirmation from DJH NMK**.

**i)** If the booking is confirmed immediately after it is made by the customer/guest by pressing the button **"book with obligation to pay"** through display of the booking confirmation directly on the screen (**booking in real time**), the occupancy contract is concluded upon receipt and display of this booking confirmation for the customer/guest on the screen, without the need for an interim notification of receipt of his booking in accordance with f), insofar as the customer/guest is offered the option of storing it on a durable data carrier and printing out the booking confirmation. However, the binding nature of the occupancy contract is not dependent on the customer/guest actually using these options for storage or printing. **DJH NMK** will also send the customer/guest a copy of the booking confirmation in text form.

**3.5.** In the case of bookings by guests with health impairments, disabilities or mobility limitations, the following shall apply:

**a)** **DJH NMK** will make every effort to accommodate guests with health impairments, disabilities or mobility limitations in the youth hostel if there is sufficient capacity that is specifically available in the respective youth hostel. To this end, however, **DJH NMK** urges guests to provide precise information about the type and extent of existing disabilities, health impairments or mobility limitations at the time of booking, so that the possibility of a stay in the desired youth hostel can be verified and the booking confirmed.

**b)** The customer/guest is not obliged to provide this information. However, should the customer/guest prefer not to provide the information in question and the booking is confirmed and implemented, **DJH NMK** shall not be liable for any negative impact arising for the guest from circumstances unknown by or not recognisable for **DJH NMK**.

**c)** If, in the case of voluntarily provided information, it turns out that the requested accommodation or essential facilities of the YH are unsuitable for the guest taking into account his particular concerns, **DJH NMK** or the YH will contact the customer/guest before confirming the booking in order to clarify what options are available for a stay by the guest and/or acceptance of the booking despite the problems and negative impact to be expected for the guest.

**d)** **DJH NMK** or the YH will only refuse to accept the booking within the framework of the statutory provisions if, due to the communicated or recognisable circumstances or requirements of the guest, admission to the youth hostel is objectively not possible because the requested accommodation or essential facilities of the YH are unsuitable for the guest, taking into account his particular concerns.

**3.6.** **DJH NMK** points out that, according to the statutory provisions (Sections 312g para. 2 sentence 1 no. 9 BGB), for distance contracts (letter, catalogue, telephone call, telecopies, emails, messages sent via mobile phone services (SMS), broadcasting, telemedia and online services) for occupancy, **no right of withdrawal exists**; rather, only the statutory provisions on the non-utilisation of rental services (Section 537 BGB) apply.

#### 4. Additional conditions in the case of stays by closed groups

**4.1.** The following provisions of this Section 4 apply, as a supplement to these Terms and Conditions for Accommodation, Catering and Seminar Services of **DJH NMK** for accommodation, catering and seminar services vis-à-vis closed groups.

**4.2. Within the meaning of these provisions, a closed group is:** A group of persons for whom the contract for services in a YH is concluded with an institution, an association, a company or another legal body with legal capacity. This is referred to hereinafter as a group client and abbreviated as **"GC"**. Closed groups can be small groups of up to 9 participants (hereinafter referred to as **"small group"**) as well as larger closed groups of more than 9 participants (hereinafter referred to as **"larger closed group"**).

**a)** A group of persons without legal capacity, which is referred to as a group in the statutory provisions of the **DJH NMK**, in particular with regard to group membership, as well as in tenders and offers. In this case, the **"GC"** is the person acting on behalf of the group.

**b)** Any group of persons, regardless of their number, legal capacity or status, for whose booking the application of these supplementary terms and conditions has

been expressly agreed. In this case too, **"GC"** is the person acting on behalf of the group.

**4.3. Group leader(s)** – hereinafter abbreviated to **"GL"** – is/are the person(s) appointed by the **"GC"**, who on behalf of the **"GC"** undertakes the contract negotiations and/or concludes the booking with **DJH NMK** and/or accompanies the group on behalf of the **"GC"** as the responsible leader.

**4.4.** **DJH NMK** is not liable for any type of services or parts of services which – with or without the knowledge of **DJH NMK** – are offered, organised, implemented and/or made available to the customer/guest by third parties through the **"GC"** or **"GL"** in addition to the services of **DJH NMK**. These include, in particular arrivals or departures organised by the **"GC"** or **"GL"** from the place of arrival and departure contractually agreed with **DJH NMK**, events not included in **DJH NMK**'s scope of services before and after the occupancy and at the destination (trips, excursions, meet-ups, etc.), as well as tour guides appointed by the **"GC"** or **"GL"** themselves who do not form part of a contractual obligation of **DJH NMK**.

**4.5.** **DJH NMK** is not liable for measures or omissions by the **"GC"** or **"GL"** or by the tour guides appointed by the **"GC"** or **"GL"** before, during and after the stay, in particular not for changes to contractual services that are not agreed with **DJH NMK**, instructions to local guides, special arrangements with the various service providers, information and assurances to customer/guest.

**4.6.** The customer/guest must report defects in the event of service disruptions in accordance with the provisions of Sections 11.9 and 11.10 below.

**4.7.** Unless expressly agreed, the **"GC"** and the **"GL"** or a tour guide appointed by these are not entitled or authorised to receive reports of defects from the group participants. Nor are they entitled, during or after the stay, to acknowledge complaints by the customer/guest on behalf of **DJH NMK** or payment claims in the name of **DJH NMK**.

#### 5. Further special rules for closed-group bookings

**5.1.** The **"GL"**, or in the case of several **"GL"**s at least one, is obliged to stay in the YH continuously (the whole night/sleeping time of the group) throughout the group's entire stay.

**5.2.** The **"GC"** must comply with all legal provisions in connection with the implementation of the stay of his group in the YH, in particular the provisions on the protection of minors, and must instruct his **"GL"** to comply with and implement such regulations.

**5.3.** The **"GC"** is instructed that the combination of accommodation services and other services provided by **DJH NMK** with other services, in particular transport services organised by the **"GC"** itself, may result in its event or services constituting a package tour within the meaning of the statutory provisions of Sections 651a - y BGB in relation to its participants – hereinafter abbreviated to **"PTs"**. It is exclusively the obligation of the **"GC"** to verify this in legal terms and to comply with the relevant requirements of law and jurisprudence. **DJH NMK** is neither entitled nor obliged to provide legal advice in this regard.

**5.4.** The **"GC"** must refrain from providing its PTs with information, making assurances and/or promising services that go beyond or contradict the services agreed with **DJH NMK**.

**5.5.** The **"GC"** and the **"GL"** have no right to issue instructions to the house management of the YH or other employees of the YH.

**5.6.** The **"GC"** is hereby instructed that, unless otherwise expressly agreed, the contractual services provided by **DJH NMK** do not include any insurance coverage for the benefit of the **"GC"**, the **"GL"** or the PT, in particular no travel cancellation insurance, no travel interruption insurance and no liability insurance for any damage caused by the **"GC"**, the **"GL"** or the PTs.

#### 6. Payment

**6.1.** Insofar as payment processing is carried out through it in accordance with the agreement, the local YH is the debt collection agent of **DJH NMK** with the proviso that all rights and obligations set out below also apply to the local YH as debt collection agent and representative of **DJH NMK**. Place of fulfilment and payment is the location of the respective YH in which the stay takes place.

**6.2.** Unless otherwise stipulated in the occupancy contract, the total amount is due upon arrival or departure. Payment or residual payment will be made by cash or card (credit or debit card) or on the basis of an invoice upon the return home of the customer/guest within 10 days of receipt of the invoice.

**6.3.** **DJH NMK** or the YH may demand a deposit following conclusion of the contract. Unless otherwise agreed, this will amount to 20 % of the total price for the accommodation and, where applicable, catering services; the deposit is payable up to 8 weeks before arrival. The residual payment shall be made in accordance with Section 6.2.

**6.4.** In the case of a booking of a special, accordingly earmarked contingent of beds of a lower price class (e.g. **"Fixdeal"**), the entire price of occupancy must be paid in advance.

**6.5.** In principle, payments – especially those from abroad – must be made free of charges and expenses for the specified payee. Payments are not possible in foreign currencies or by cheque. Payments by credit card are possible in many YHs. However, no legal entitlement to payments by credit card exist.

**6.6.** If **DJH NMK** or the local YH is willing and able to provide the contractual services and the customer/guest has no statutory or contractual right of retention or set-off, the following shall apply:

**a)** The customer/guest is not entitled to occupy the accommodation or utilise the contractual services without payment in full of an agreed deposit or other advance payment.

**b)** If the customer/guest fails to make an agreed deposit or other advance payment, or fails to make it in full, despite a reminder from **DJH NMK** specifying a deadline for payment and the customer/guest is responsible for the default in payment, **DJH NMK** is entitled to withdraw from the contract with the customer/guest and charge him



cancellation costs pursuant to 8 of these Terms and Conditions. For each reminder after the occurrence of default, **DJH NMK** can charge a processing fee of EUR 5.00.

## 7. Prices and increase in price

**7.1.** The prices agreed between the customer/guest and **DJH NMK** or the YH shall apply.

**7.2.** If, at the time of conclusion of the contract, the prices for the period booked by the customer/guest have not yet been determined, the prices that **DJH NMK** subsequently sets for the corresponding booking period and the booked service shall apply in accordance with the statutory provisions of Section 315 BGB. If such prices deviate to the disadvantage of the customer/guest by more than 10% from the prices applicable at the time of booking for the same occupancy period and the same scope of services, the customer/guest is entitled to withdraw from the occupancy contract free of charge. **DJH NMK** shall immediately inform the customer/guest of the setting of the corresponding prices; the customer/guest must assert any right of withdrawal vis-à-vis **DJH NMK** immediately upon receipt of the notification of the fixed prices.

**7.3.** Unless otherwise agreed in individual cases, **DJH NMK** is entitled to require a price increase of up to 10% of the contractually agreed price after conclusion of the contract

**a)** in the event of an increase in utility costs (water, electricity, gas, heating)

**b)** in the event of an increase in personnel costs

**c)** as well as in the event of the introduction of or an increase in taxes and duties, insofar as this has an impact on the agreed rental price.

**7.4.** An increase in the occupancy price is permissible only if there are more than 4 months between the conclusion of the contract and the contractually agreed start of occupancy and the circumstances leading to the increase have not yet occurred before the conclusion of the contract and were unforeseeable for **DJH NMK** at the time the contract was concluded. **DJH NMK** must inform the customer/guest, assert the increase and prove the reason for the increase immediately after becoming aware of the reason for the increase.

**7.5.** In the event of a permissible increase exceeding 10% of the agreed occupancy price, the customer/guest may withdraw from the contract without any payment obligations vis-à-vis **DJH NMK**. The declaration of withdrawal does not require a specific form and must be submitted to **DJH NMK** immediately after receipt of the request for an increase. It is recommended that the declaration is submitted in writing.

## 8. Withdrawal and non-utilisation of services; premature termination of stay

**8.1.** The customer/guest is informed that there is no general statutory right of withdrawal or termination in the case of occupancy contracts. However, **DJH NMK** grants the customer/guest a contractual right of withdrawal in accordance with the following provisions.

**8.2.** Withdrawal is possible at any time up to the start of occupancy. In order to avoid misunderstandings, the customer/guest is advised to declare the withdrawal in writing. In principle, the declaration of withdrawal must be addressed to the YM.

**8.3.** For bookings not at a non-cancellable rate (e.g. Fixdeal), the following applies:

**a)** The right of withdrawal can be exercised free of charge for individual guests, couples and families (see 8.7. a)) up to 14 days before the state of occupancy; for closed groups (see 8.7 b)) up to 31 days before the start of occupancy; and for larger closed groups of 40 or more persons (see 8.7 c)) with restrictions up to 112 days before the start of occupancy, whereby receipt by the respective YH is decisive for the timeliness of the submission.

**b)** In the event of a cancellation of individual guests, couples and families later than 14 days before the start of occupancy, of closed groups later than 31 days before the start of occupancy and of larger closed groups of 40 or more persons later than 112 days before the start of occupancy, **DJH NMK's** claim to payment of the agreed price of the stay, including the catering fee and the fees for additional services, shall remain in effect – in the latter case, however, with restrictions.

**8.4.** Insofar as the customer/guest has booked a non-cancellable rate (e.g. Fixdeal), the following applies: Without prejudice to any statutory rights of withdrawal of the customer/guest, **DJH NMK** remains entitled to the total agreed price of the stay in full, including the catering fee and the fees for additional services. There will be no refund of the total price paid by the customer/guest. The provisions of Section 8.7 below do not apply here.

**8.5.** **DJH NMK** is required to seek other occupancy for the accommodation, in the course of its normal business operations, without any obligation to make any special efforts and taking into account the special character of the booked accommodation (e.g. family rooms; group room).

**8.6.** **DJH NMK** must take into account income from other occupancy and, if this is not possible, saved expenses.

**8.7.** Insofar as the customer/guest does not exercise his right to withdrawal, or fails to do so in time, the following shall apply, unless otherwise specified in the basis of booking or agreed in an individual contract:

**DJH NMK** has determined the following flat-rate partial remuneration amounts in accordance with Section 537 BGB, taking into account the period between the declaration of cancellation and the start of occupancy, as well as the expected savings in expenses and the expected income through other uses of the occupancy services. Partial remuneration will be calculated as follows according to the time of receipt of the declaration of cancellation with the respective cancellation table on the basis of the occupancy price:

**a) The following applies for all occupancy contracts except for the non-cancellable rate and those referred to in subsections b) and c):**

Between 13 and 7 days before the start of services	75%
From 6 days before the start of services and for non-utilisation of the service	90%

Online bookings that are 14 days or fewer before the date of arrival can be cancelled free of charge up to 6 pm on the day before the planned arrival. For longer-term advance bookings, the provisions of Section 8 shall also apply for online bookings.

**b) For groups of fewer than 40 persons, the following shall apply:**

Between 30 and 14 days before the start of the service	50%
Between 13 and 7 days before the start of services	75%
From 6 days before start of travel and for non-utilisation of the service	90%

**c) For group bookings made by group clients within the meaning of Section 4.2 above that are originally placed for 40 or more persons or which include bookings for entire sections of the hostel or the entire hostel, the following applies:**

Up to 112 days before the start of travel and subject to the second sentence of this section below, cancellation shall be	free of charge
Between 111 and 14 days before start of travel	50%
Between 13 and 7 days before start of travel	75%
From 6 days before start of travel and for no-shows	90%

If the number of participants reserved at the time of the original booking is reduced by more than 25% before the expiry of the free cancellation period, **DJH NMK** has the right to withdraw from the contract or apply the flat-rate compensation amount specified in the first table.

**8.8.** For bookings of a complete room (room rate), cancellation is not possible for individuals but only for all bookings for the whole room.

**8.9.** The customer/guest is at liberty in every case to demonstrate to **DJH NMK** that **DJH NMK** has incurred no loss or a significantly lesser loss than the compensation flat rate demanded by **DJH NMK**.

**8.10.** A flat-rate compensation amount pursuant to Section 8.7 is not deemed established and agreed insofar as **DJH NMK** demonstrates that **DJH NMK** has incurred significantly greater expenses than the amount of the respectively applicable flat rate as calculated in accordance with Section 8.7. In this case, **DJH NMK** is obliged to specifically quantify and justify the compensation claimed, taking into account saved expenses and income from another use of the services.

**8.11.** It is strongly recommended that the traveller takes out travel cancellation insurance.

## 9. DJH NMK's rights of termination and withdrawal

**9.1. For terminations by DJH NMK based on conduct or for personal reasons:** **DJH NMK** may terminate the occupancy contract without notice on the grounds of behaviour or for personal reasons if the guest (or, in the case of group bookings, the "GC" or "GL" or the participants), in defiance of a warning from **DJH NMK**,

- substantially disrupts or behaves in breach of the contract to such an extent that the immediate termination of the contract is justified. This does not apply insofar as the conduct in breach of contract is causally based on a breach of **DJH NMK's** obligations to provide information,
- persistently violates house rules,
- disturbs the peace of the house, other guests, the hostel management or other third parties,
- endangers the safety of the YH, its facilities, other guests or hostel staff,
- in the event of intentional or negligent damage or improper use of the fixtures and fittings as well as facilities or furnishings of the YH, including the outdoor area and vegetation or facilities there,
- in the event of violation of the prohibition of alcohol or of smoking,
- if he otherwise acts in breach of contract to such an extent that the immediate cancellation of the contract is justified.

**9.2** The house management of the respective YH and their authorised representatives are expressly authorised by **DJH NMK** as the legal entity for the YH to issue warnings or announce termination in accordance with Section 9.1.

**9.3** The issuing of a warning before termination without notice is not essential if the breach of obligation on the part of the guest is so serious that, in particular in the interests of the

other guests and of safety (in this respect also when criminal offences are being committed, in particular), immediate termination is justified, also taking into account the interests of the guest.

**9.4 DJH NMK may terminate the contract prior to the commencement of occupancy if**

- objectively and concretely, conduct may be expected of the guest that would justify termination pursuant to Section 9.1;
- receivables from previous bookings are still outstanding despite reminders;
- the requirements of Section 6.6 b) are not met.

**9.5 DJH NMK may withdraw from the contract prior to the commencement of services or**

**terminate the contract after the commencement of services** if the customer/guest has provided incomplete, false or misleading information about himself, about his membership according to Section 1.2, about the occasion and purpose of the booking or about other circumstances essential to the contract, where **DJH NMK** would have been entitled to refuse the booking for objective reasons and within the framework of the statutory provisions if it had been aware of the true circumstances.

**9.6.** If **DJH NMK** terminates the contract, **DJH NMK** retains its claim to the service price, without prejudice to the provisions of Section 9.7; however, **DJH NMK** must offset the value of the expenses saved as well as any benefits that **DJH NMK** derives from a different use of the unused service. The rules on withdrawal by the customer apply accordingly.

**9.7. Terminations by DJH NMK due to force majeure**

**a) DJH NMK** may terminate the contract if the execution of the contract and, in particular, of the customer's/guest's stay is thwarted, significantly hindered, endangered

or impaired for objective reasons for which **DJH NMK** is not responsible, in particular natural disasters, official requirements or closures, natural events, diseases, epidemics, pandemics or other reasons of force majeure.

**b)** In the cases referred to in Section 9.7, **DJH NMK** is obliged to inform the customer/guest of the circumstances justifying the termination and to declare the termination immediately after becoming aware of these. Any payments made by the customer/guest will be refunded to the customer immediately. Further claims on the part of the customer/guest, in particular claims for damages, are excluded in these cases.

## 10. Arrival and departure

**10.1.** The guest is not entitled to occupy the accommodation or to use the contractually agreed services on the day of arrival at a specific time. Likewise, there is no entitlement to use the accommodation or the facilities of the YH until a certain time on the day of departure.

**10.2.** Unless expressly agreed otherwise in individual cases, the times for occupancy of the accommodation on the day of arrival and the latest time of vacating the accommodation on the day of departure are set out in the house rules or in the information on the website of the respective YH for the time of arrival/departure.

**10.3.** The guests must arrive at the specified or agreed time.

**10.4. For later arrivals, the following applies:**

- The guest is obliged to inform the respective YH no later than the communicated or agreed date of arrival if he will arrive late or, in the case of stays of several days, does not want to move into the booked accommodation until the following day.
- If a timely notification is not given, **DJH NMK** is entitled to let the accommodation to another guest. For the period of non-occupancy, the provisions in Section 8 apply accordingly.
- If the guest informs the YH of a later arrival, he must pay the agreed remuneration, less any expenses saved by **DJH NMK** in accordance with Section 8, also for the unused occupancy time, unless **DJH NMK** is contractually or legally responsible for the reasons for the late arrival and occupancy.

**10.5.** The accommodation must be completely vacated by the communicated or agreed time on the day of departure. If the accommodation is not vacated on time, **DJH NMK** can demand corresponding additional remuneration. **DJH NMK** reserves the right to assert further damages.

## 11. Obligations of the customer/guest

**11.1.** The customer/guest is obliged to observe the house rules insofar as they have been communicated or handed over to him or if these have been posted as a notice and it was reasonably possible to take note of them. Parents or other legal representatives or guardians of minors must ensure that the latter comply with the house rules, and are responsible for compliance within the framework of legal and contractual provisions on their duty of supervision.

**11.2.** The management of the respective YH or the person commissioned by it exercises domiciliary rights on behalf of **DJH NMK**. It is authorised to issue warnings, notices of termination, house and place bans and, as the legal representative of **DJH NMK**, to make any other legal declarations on behalf of **DJH NMK** and receive them as its representative and authorised recipient. In person, this applies to the house management and any person authorised by it.

**11.3.** The house rules contain regulations and restrictions for the quiet period at night, which usually lasts from 10:00 p.m. to 7:00 a.m. It is the customer's/guest's responsibility to inform himself about individual regulations on the nighttime quiet period and the local regulations applicable to this period. Exceptions to the regulations on the nighttime quiet period require an explicit agreement with the hostel management.

**11.4.** The customer/guest is obliged to treat the accommodation and its facilities only as intended, if available in accordance with the terms of use, and generally with due care.

**11.5.** In all **DJH NMK** YHs, smoking is strictly prohibited in the buildings themselves and throughout the entire facility, including outdoor areas, with the exception of expressly designated smoking areas.

**11.6.** The bringing in and consumption of brought-in alcoholic drinks is prohibited in all **DJH NMK** YHs. Within the framework of the legal provisions for the protection of minors, only the consumption of alcoholic beverages purchased in the YH itself is permitted.

**11.7.** In general, no animals of any kind are permitted to be brought in, unless expressly allowed under the basis of booking or contractually agreed on an individual basis.

**11.8.** In general, no meetings, conferences, congresses or similar events for political purposes may be held, unless expressly allowed under the basis of booking or contractually agreed on an individual basis.

**11.9.** The customer/guest is obliged to check the accommodation and its facilities at the time of occupancy and to inform the hostel management immediately of any detectable defects or damage. This obligation also expressly applies to defects or damage that are not regarded by the customer/guest as a disturbance or impairment if the customer/guest can objectively recognise that ambiguities may arise about the time and responsibility for such damage and its attribution to him or previous guests.

**11.10.** The customer/guest is obliged to report any defects and malfunctions that occur immediately to the hostel management and to request remedy. Should defects or malfunctions occur repeatedly or if remedial measures taken by the hostel management have not remedied the defect or malfunction, the customer/guest is obliged to report the defect again. If the customer/guest culpably fails to report the defect, his claims may become void, in whole or in part.

**11.11.** The customer/guest can only terminate the contract in the event of significant defects or disruptions. He must first grant **DJH NMK** a reasonable period of time to remedy the situation by declaring it to the hostel management, unless remedy is

impossible, is refused by **DJH NMK** or the hostel management, or immediate termination is objectively justified on the basis of a special interest of the customer/guest that is recognisable to **DJH NMK** or the hostel management, or for such reasons it is objectively unreasonable to expect the customer/guest to continue his stay.

## 12. Limitation of liability

**12.1.** **DJH NMK's** liability under the occupancy contract pursuant to Section 536a BGB for damages that do not result from the breach of an essential obligation, the fulfilment of which makes the proper execution of the occupancy contract possible in the first place, or the violation of which jeopardises the achievement of the purpose of the contract or that result from injury to life, body or health, is excluded unless it is based on an intentional or grossly negligent breach of duty on the part of **DJH NMK** or one of **DJH NMK's** legal representatives or vicarious agents.

**12.2.** **DJH NMK's** possible proprietor's liability for brought-in objects pursuant to Sections 701 et seq. BGB remains unaffected by these provisions.

**12.3.** **DJH NMK** is not liable for disruptions in performance in connection with services that are merely arranged as third-party services during the customer's/guest's stay (e.g. sporting events, theatre visits, exhibitions, etc.). Without prejudice to **DJH NMK's** obligations under Section 651b BGB (separate booking processes, no formation of an all-in price, separate invoicing, no designation of the accommodation service together with additional services as "package travel" or a similar term) and without prejudice to **DJH NMK's** obligations as a provider of connected travel services in accordance with Section 651w BGB (in particular, issuing of the legally required form and implementation of the statutory insolvency protection in the event of collection activities by **DJH NMK**) and the legal consequences in the event of non-fulfilment of these legal obligations, the same applies to third-party services that are already arranged together with the booking of the accommodation, insofar as these are expressly marked in the basis of booking or the booking confirmation as third-party services.

**12.4.** Insofar as a parking space in the parking garage or car park of the YH is made available to the customer/guest, including where this is against payment of a fee, this does not constitute a contract of safekeeping. There is no duty on the part of the YH to supervise or monitor parking. In the event of loss or damage to vehicles or bicycles parked or driven on the premises of the YH, including their contents, the YH shall not be liable, unless the YH, its legal representatives or its vicarious agents are responsible for intent or gross negligence.

## 13. Special regulations in connection with pandemics (e.g. the coronavirus)

**13.1.** The parties agree that the agreed services will always be provided in compliance and in accordance with the official specifications and requirements applicable at the respective time of occupation.

**13.2.** The customer/guest agrees to observe appropriate regulations or restrictions on use issued by the YH and its service providers when making use of services and to inform the YH's management or staff immediately in the event of typical symptoms of illness.

**13.3.** Any warranty rights of the customer/guest, in particular arising from Section 536 BGB, remain unaffected by the above provisions.

## 14. Alternative dispute resolution; agreement on choice of law and jurisdiction

**14.1.** With regard to the Consumer Dispute Resolution Act, **DJH NMK** points out that **DJH NMK** does not participate in voluntary consumer dispute resolution. If consumer dispute resolution becomes mandatory for **DJH NMK** after publication of these Terms and Conditions of occupancy, **DJH NMK** will inform consumers thereof in an appropriate form. For all occupancy contracts concluded in electronic legal transactions, **DJH NMK** refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/>.

**14.2.** For customers/guests who are not nationals of a Member State of the European Union or Swiss citizens, the exclusive application of German law is agreed for the entire legal and contractual relationship between the customer/guest and **DJH NMK**. Such customers/guests can sue **DJH NMK** only at the location of **DJH NMK's** registered office.

**14.3.** For actions brought by **DJH NMK** against customers/guests who are merchants, legal persons under public or private law or are persons who have their domicile or habitual residence abroad or whose domicile or habitual residence is unknown at the time the action is filed, the location of **DJH NMK's** registered office is agreed as place of jurisdiction.

© Copyright protected: TourLaw - Noll | Hütten | Dukic Attorneys at Law, Munich | Stuttgart, 2024

Provider of the accommodation is:

- **DJH Landesverband Nordmark e.V.**
  - Association register: Hamburg Local Court No. VR 3954
  - Board members authorised to represent: Angela Braasch-Eggert (Chair), Jens Peter Jensen, Rüdiger Jung
  - Managing Director: Stefan Wehrheim
  - Address: Rennbahnstraße 100, 22111 Hamburg
  - Tel.: 040 65 59 95 66
  - Fax: 040 65 59 95 52
  - Email: [service-nordmark@jugendherberge.de](mailto:service-nordmark@jugendherberge.de)
- Date of version of these Terms: January 2024