

CONDITIONS OF TRAVEL FOR PACKAGE TRAVEL CONTRACTS of the Deutsches Jugendherbergswerk - Landesverband Nordmark e.V.

Dear customers and travellers,

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, to the extent they have been effectively agreed, shall become content of the package travel contract between the customer and DJH NMK. They supplement and complete the statutory provisions of Sections 651 a-y of the Civil Code (BGB) and Art. 250 and 252 of the Introductory Act to the Civil Code (EGBGB). **You are therefore requested to read these Terms of Travel 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. Booking requirement, use of travel services and admission to the YH

1.1. Prerequisite for booking the travel, using the travel services and admission to the YH is the individual or group membership of the customer/traveller or his group in the German Youth Hostel Association or another Hostelling International (HI) association. Information about membership can be found at <https://www.jugendherberge.de/en/membership/>.

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

1.3. 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 travel contract and charge the customer/traveller cancellation costs in accordance with Section 9 of these Terms of Travel.

1.4. The travel 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.

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

1.6. Minors:

a) Minors up to the age of 14 who are travelling alone and for whom DJH NMK does not provide supervisory services are not entitled to admission. Minors 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. Insofar as DJH NMK provides supervisory services in accordance with the travel description and/or the content of the contract or travel confirmation as part of the travel services, subsection e) applies.

b) Entitlement to admission is restricted for minors age 14 and over who are travelling alone and for whom DJH NMK does not provide supervisory services. 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 a copy of the valid **ID card or passport** of the parent/guardian is presented **together with the parental declaration**, properly filled out and signed by the parent/guardian of the minor. It is essential that this declaration is exclusively in the form published by DJH NMK at <https://www.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. Insofar as DJH NMK provides supervisory services in accordance with the travel description and/or the content of the contract or travel confirmation as part of the travel services, subsection e) applies.

e) Travel services will only be provided to unaccompanied minors for whom DJH NMK provides supervisory services if the parent/guardian of the minor travel participant has given his consent. It is essential that the corresponding declaration of consent is exclusively in the form provided to the parent/guardian with the travel documents. Declarations of consent by the parent/guardian in another form will not be accepted, even if legally valid.

2. Services and changes to services

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 traveller. The customer/traveller is advised to make additional agreements in writing.

2.2. In the absence of a specific express agreement, the traveller 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 traveller 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. With regard to contractual obligations towards minors, reference is made to Section 1.6 of these Terms.

2.5. Requests by the customer/traveller 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 package travel contract, obligations of the customer/traveller, information on the non-existence of a right of withdrawal

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

a) The basis of the offer by DJH NMK and the booking by the customer/traveller is the description of the package offer and the supplementary information in the booking basis, insofar as this is available to the customer/traveller 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 made 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 refer below to the term "customer" or "traveller" 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 travel 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 and fulfilled its pre-contractual information obligations and the customer/traveller declares acceptance to DJH NMK within the commitment period by means of an express declaration or payment deposit.

d) The pre-contractual information provided by DJH NMK about the essential characteristics of the travel services, the travel price and all additional costs, the payment modalities, the minimum number of participants and the cancellation fees (pursuant to Article 250 Section 3 numbers 1, 3 to 5 and 7 EGBGB) shall then only not become part of the package travel contract if this has been expressly agreed between the parties.

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

3.2. For booking enquiries by the customer/traveller sent in writing, by email or by fax, the following shall apply:

a) On the basis of the customer/traveller's booking request, DJH NMK will send the customer/traveller a contract offer that is binding for a limited period of time for DJH NMK together with these Terms of Travel and the form for informing travellers in accordance with Art. 250 EGBGB.

b) By signing the contract in due time (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 submits to DJH NMK a contract declaration that is binding for the customer.

c) If contract offers from DJH NMK for individual and family bookings are sent by email, a confirmation using the booking button with the inscription "**book with obligation to pay**" in the digital contract portal or the sending of a text-form declaration of acceptance of the contract by means of an informal reply email from the customer is sufficient for the customer's binding contract declaration.

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

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

a) **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.

b) If the contract is concluded, the customer will be sent **travel confirmation** by **DKH NMK**. **DJH NMK** will send the customer travel confirmation in accordance with the legal requirements on a permanent data carrier (which enables the customer to keep or store the declaration unchanged in such a way that it can be accessed by him within a reasonable period of time, e.g. on paper or by email), unless the traveller is entitled to travel confirmation on paper in accordance with Art. 250 Section 6 para. (1) sentence 2 EGBGB, because the contract was concluded in the simultaneous physical presence of both parties or outside the business premises.

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

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

b) A corresponding **correction option** is made available to the customer 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 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 extends a binding offer to **DJH NMK** for the conclusion of the package travel contract. The customer is bound by this **contractual offer for three working days from the date of sending** the electronic declaration.

f) The customer 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 to the conclusion of a package travel contract in accordance with his booking details**. Rather, **DJH NMK** is free to decide whether or not to accept the customer's contract offer.

h) The contract becomes effective through the **customer's receipt of the travel confirmation from DJH NMK in the form described under Section 3.3.**

i) If the travel is confirmed immediately after the booking has been made by the customer by pressing the button "book with obligation to pay" through display of the travel confirmation directly on the screen (**booking in real time**), the package travel contract is concluded upon receipt and display of this travel confirmation for the customer on the screen, without the need for an interim notification of receipt of his booking in accordance with f), insofar as the customer is offered the option of storing it on a durable data carrier and printing out the travel confirmation. However, the binding nature of the package travel contract is not dependent on the customer actually using these options for storage or printing. **DJH NMK** will also send the customer a copy of the travel 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 and if they are 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 traveller is not obliged to provide this information. However, should the traveller 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/traveller 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 traveller taking into account his particular concerns, **DJH NMK** or the YH will contact the traveller before confirming the booking in order to clarify what options are available for a stay by the guest/traveller and/or acceptance of the booking despite the problems and negative impact to be expected for the traveller.

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/traveller, admission to the youth hostel is objectively not possible because the requested accommodation or essential facilities of the YH are unsuitable for the traveller, taking into account his particular concerns.

3.6. **DJH NMK** points out that, according to the statutory provisions (Sections 312 para. 7, 312g para. 2 sentence 1 No. 9 BGB), for distance contracts in accordance with Section 651a and Section 651c BGB (letter, catalogue, telephone call, telecopies, emails, messages sent via mobile phone services (SMS), broadcasting, telemedia and online services) for package travel, no right of withdrawal exists, rather only the statutory rights of rescission and termination, in particular the right of rescission pursuant to Section 651h BGB (see also Section 6 of these Terms). A right of withdrawal

does exist, however, if the contract for travel services was concluded outside business premises pursuant to Section 651a BGB, unless the oral negotiations on which the conclusion of the contract is based were conducted on the basis of a prior order by the consumer; also in the latter case, no right of withdrawal exists.

4. Additional conditions in the case of travel by closed groups

4.1. The following provisions of this Section 4 apply, as a supplement to these Terms of Travel of **DJH NMK**, for travel and accommodation services vis-à-vis closed groups.

4.2. Within the meaning of these provisions, a closed group is:

a) A group of persons for whom the contract for accommodation or travel 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").

b) 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.

c) 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/traveller by 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 arrival and departure contractually agreed with **DJH NMK**, events not included in **DJH NMK**'s scope of services before and after the travel and at the place of travel (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 trip, 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 customers/travellers.

4.6. The customer/traveller must report defects in the event of service disruptions in accordance with the provisions of Section 13.2 (c) above.

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 participants of the group travel. Nor are they entitled, during or after the travel, to acknowledge complaints by the customer/traveller 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. 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 participants 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 cover for the benefit of the **"GC"**, the **"GL"** or the participants, 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 participants.

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 travel contract, the total amount is due upon departure after the service has been performed. 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/traveller within 10 days of receipt of the invoice.

6.3. Within the framework of statutory insolvency protection, a deposit of up to 80%

may become due, against the handing over of a security certificate, up to 8 weeks before arrival. Further details are covered in the travel contract. The residual payment shall be made in accordance with Section 6.2.

6.4. The customer/traveller is instructed to not make any payments to **DJH NMK** unless a payment is requested and a security certificate issued, as these would otherwise not be safeguarded by law.

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 the customer/traveller fails to pay the deposit and/or the residual payment in accordance with the agreed payment due dates, although **DJH NMK** is willing and able to properly perform the contractual services, has fulfilled its statutory information obligations and there is no statutory or contractual right of set-off or retention on the part of the customer/traveller, and where the customer/traveller is responsible for the default of payment, **DJH NMK** entitled to withdraw from the package travel contract, after a reminder setting a deadline and after expiry of the deadline, and to charge the customer/traveller cancellation costs in accordance with Section 9. For each reminder after the occurrence of default, **DJH NMK** can charge a processing fee of EUR 5.00.

7. Amendments to the content of the contract before the start of travel that do affect the price not

7.1. Deviations of essential characteristics of travel services from the agreed content of the package travel contract which become necessary after conclusion of the contract and have not been brought about by **DJH NMK** in bad faith, are permitted for **DJH NMK** before the start of travel, provided that the deviations are insignificant and do not impair the overall character of the travel.

DJH NMK is obliged to inform the customer/traveller about amendments to services in a clear, comprehensible and prominent manner on a durable data carrier (e.g. also by email, SMS or voice message) immediately after becoming aware of the reason for the amendment.

7.2. In the event of a significant amendment in an essential characteristic of a travel service or a deviation from the customer's particular specifications that have become part of the package travel contract, the customer is entitled to either accept the change or withdraw from the package travel contract free of charge within a reasonable period of time set by **DJH NMK** concurrently with notification of the amendment. If the customer does not expressly declare his withdrawal from the package travel contract within the period set by **DJH NMK**, the change shall be deemed to have been accepted.

7.3. Any warranty claims remain unaffected insofar as the amended services are defective. If **DJH NMK** incurred lesser costs for the implementation of the amended travel or any alternative travel of the same quality offered for the same price, the customer must be reimbursed the difference in accordance with Section 651m para. 2 BGB.

8. Increase in price

8.1. Pursuant to Section 651f, 651g BGB and the following provisions, **DJH NMK** reserves the right to increase the travel price agreed in the package travel contract, insofar as an increase in taxes and other charges for agreed travel services, such as tourist taxes, has a direct effect on the travel price. The travel price shall be increased by the corresponding pro rata amount where appropriate.

8.2. An increase in the travel price is only permissible if **DJH NMK** notifies the traveller in a clear and comprehensible manner in text form about the price increase and the reasons thereof, and informs him of the calculation of the price increase.

8.3. Price increases are permitted only where the customer is informed of such by the 20th day before the start of travel.

8.4. In the event of price increases of more than 8%, the customer is entitled to either accept the change or withdraw from the package travel contract free of charge within a reasonable period of time set by **DJH NMK** concurrently with notification of the price increase. If the customer/traveller does not expressly declare his withdrawal from the package travel contract within the period set by **DJH NMK**, the change shall be deemed to have been accepted.

9. Cancellation by the customer/traveller before the start of travel / cancellation costs

9.1. The customer/traveller can withdraw from the package travel contract at any time before the start of travel. Cancellation must be declared to **DJH NMK** at the address given above/below; if the travel was booked through a travel agent, cancellation can also be declared to this travel agent. The customer/traveller is advised to declare cancellation in text form.

9.2. If the customer/traveller cancels before the start of travel or does not commence travel, **DJH NMK** loses its claim to the travel price. Instead, **DJH NMK** can demand appropriate compensation, provided it is not culpable for the cancellation. **DJH NMK** cannot claim compensation if unavoidable, exceptional circumstances occur at or in the immediate vicinity of the destination that significantly affect the implementation of the package tour or the transport of persons to the destination; circumstances are deemed unavoidable and exceptional if they are beyond the control of the party relying on them and their consequences could not have been avoided even if all reasonable precautions had been taken.

9.3. **DJH NMK** has determined the following flat-rate compensation amounts, taking into account the period between the declaration of cancellation and the start of travel, as well as the expected savings in expenses and the expected income through other uses of the travel services. Compensation 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 travel price:

a) The following applies to all travel contracts except those specified in sub-section b):

| | |
|---|----------------|
| Up to 112 days before start of travel | free of charge |
| Between 30 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% |

b) 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.

9.4. For bookings of complete room units (room rate), cancellation is not possible for individuals but only for all bookings for the complete room unit.

9.5. Admission tickets (e.g. music events) booked in addition to a stay and separately listed on the bill and confirmed are excluded from exchange or refund.

9.6. The customer 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**.

9.7. A flat-rate compensation amount pursuant to Section 9.3 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 9.3. 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 travel services.

9.8. If **DJH NMK** is obliged to refund the travel price due to cancellation, Section 651h para. 5 BGB remains unaffected.

9.9. The statutory right of the customer pursuant to Section 651e BGB to demand of **DJH NMK**, by means of notification on a permanent data carrier, that a third party assumes the rights and obligations arising from the package travel contract in his place shall remain unaffected by the above provisions. Such declaration is deemed timely in every case if it is received by **DJH NMK** 7 days before the start of travel and the conditions under Section 1 are met.

9.10. If, for reasons attributable to the traveller, the traveller does not make use of individual travel services that **DJH NMK** was willing and able to provide in accordance with the contract, he is not entitled to a pro rata refund of the travel price, unless such reasons would have entitled him to withdraw from the travel contract free of charge or to terminate the travel contract in accordance with the statutory provisions. However, **DJH NMK** will take into account any expenses saved.

9.11. It is strongly recommended that the traveller takes out travel cancellation insurance as well as insurance that covers the costs of repatriation in the event of an accident or illness.

10. DJH NMK's rights of termination and withdrawal

10.1. **DJH NMK** may terminate the package travel contract without notice on the grounds of behaviour or for personal reasons if the traveller (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.

10.2. The house management of the respective YH and their authorised representatives are expressly authorised by **DJH NMK** as a tour operator to issue warnings or announce termination in accordance with Section 10.1.

10.3. The issuing of a warning before termination without notice is not essential if the

breach of obligation on the part of the traveller is so serious that, in particular in the interests

of the other guests and of safety (in this respect this particularly applies if criminal offences are being committed), immediate termination is justified, also taking into account the interests of the traveller.

10.4. DJH NMK may terminate the contract prior to the commencement of services if

- receivables from previous bookings are still outstanding despite reminders,
- the requirements of Section 6.6 are not met.

10.5. DJH NMK may withdraw from the contract prior to the commencement of services or

terminate the contract after the commencement of services if the traveller has provided incomplete, false or misleading information about himself, about his membership according to Section 1.1, 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.

10.6. If DJH NMK terminates the contract, DJH NMK retains its claim to the travel price, without prejudice to the statutory provisions of Section 651h para. 4 BGB; 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, including the amounts credited by the service providers.

10.7. The statutory provisions of Section 651h paras. 4 and 5 BGB remain unaffected.

11. Cancellation due to failure to reach the minimum number of participants

11.1. DJH NMK can withdraw from the contract if the minimum number of participants is not reached, in accordance with the following provisions:

a) The minimum number of participants and the latest date of receipt by the customer of DJH NMK's declaration of withdrawal must be specified in the respective pre-contractual information.

b) DJH NMK must state the minimum number of participants and the latest withdrawal date in the travel confirmation.

c) DJH NMK is obliged to inform the customer immediately of the cancellation of the travel if it is clear that the travel will not be carried out due to the minimum number of participants not being reached.

d) Withdrawal by DJH NMK due to the minimum number of participants not being reached is not permitted later than 31 days before the start of travel.

11.2. If the travel is not carried out for this reason, the customer shall be immediately refunded any amounts of the travel price already paid; 9.8 applies accordingly.

12. Arrival and departure

12.1. The traveller 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.

12.2. 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.

12.3. The guests must arrive at the specified or agreed time.

12.4. For later arrivals, the following applies:

- The traveller 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 9 apply accordingly.

- If the traveller informs the YH of a later arrival, he must pay the agreed remuneration, less any expenses saved by DJH NMK in accordance with Section 9, also for the unused occupancy time, unless DJH NMK is contractually or legally responsible for the reasons for the late arrival and occupancy.

12.5. 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.

13. Obligations of the customer/traveller

13.1. Travel documents:

The customer/traveller must inform DJH NMK if he does not receive the necessary travel documents from DJH NMK within the communicated timeframe or does not receive them completely.

13.2. Notification of defects / request for remedy:

a) If the travel service is not defect-free, the traveller can request remedy.

b) Insofar as DJH NMK is unable to provide remedy as the result of a culpable omission of the notification of defects, the customer/traveller shall not be able to assert claims for reduction in price pursuant to Section 651m BGB nor claims for damages pursuant to Section 651n BGB.

c) The customer/traveller is obliged to immediately submit his notification of defects to the hostel management or an authorised employee on site. If a representative of DJH NMK is not available on site, any defects in the travel must be brought to the attention of DJH NMK immediately at the contact point provided by DJH NMK.

d) The representative of DJH NMK is instructed to remedy the defects where possible. However, he is not authorised to recognise claims.

13.3. Accommodation:

a) The traveller 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.

b) 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.

c) 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 traveller'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.

d) The traveller is obliged to treat the accommodation and its facilities only as intended, in accordance with the terms of use, where these apply, and generally with due care.

e) 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.

f) 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.

g) 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.

h) 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.

13.4. Grace period before termination

Should a customer/traveller wish to terminate the package travel contract pursuant to Section 651i BGB due to a defect in the travel of the kind referred to in Section 651i para. 2 BGB, insofar as this is significant, he must first set a reasonable grace period for DJH NMK to remedy the defect. This does not apply only in the case that remedy is refused by DJH NMK or when immediate remedy is necessary.

14. Limitation of liability

14.1. The contractual liability of DJH NMK for damages that do not result from injury to life, limb or health and were not culpably caused is limited to three times the travel price.

14.2. Without prejudice to DJH NMK's obligations under Sections 651b, 651c, 651w and 651y BGB, DJH NMK shall not be liable for disruptions in performance, personal injury and property damage in connection with services that are merely arranged as third-party services (e.g. arranged excursions, sporting events, theatre visits, exhibitions) provided these services are expressly and clearly identified in the service description and the separate booking confirmation for the arranged service as third-party services, stating the identity and address of the arranged contractual partner, so that the traveller can clearly recognise that these are not a component of DJH NMK's package travel and have been selected separately.

14.3. However, DJH NMK shall be liable if and to the extent that the damage suffered by the traveller is caused by the breach of DJH NMK's obligations to provide information, explanation or organisation.

14.4. Insofar as a parking space of the YH is made available to the traveller, 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. DJH NMK is not liable for loss or damage to motor vehicles (including contents) and bicycles on the premises of the YH, unless the damage was caused intentionally or through gross negligence by DJH NMK or its organs or vicarious agents.

15. Assertion of claims, addressee

The customer/traveller must assert any claims pursuant to Section 651i para. 3 no. 2, 4-7 BGB against DJH NMK. The contractual claims listed in Section 651i para. 3 BGB expire in two years. The limitation period begins on the date on which the travel was due to end according to the contract. The claim can also be asserted by the travel agent if the package travel was booked through this agent. It is recommended that claims are asserted in text form.

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

16.1. The parties agree that the agreed travel services will always be provided by the YH and the respective service providers in compliance with and in accordance with the official specifications and requirements applicable at the respective time of travel.

16.2. The customer/traveller agrees to observe appropriate regulations or restrictions on use issued by the YH and its service providers when making use of travel services and to inform the tour guide and the service provider immediately in the event of typical symptoms of illness.

16.3. The rights of the customer/traveller arising from Section 651i BGB remain unaffected by the above provisions.

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

17.1 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 travel conditions, DJH NMK will inform consumers thereof in an appropriate form. For all travel contracts concluded in electronic legal transactions, DJH NMK refers to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/>.

17.2 For customers/travellers 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/traveller and DJH

NMK. Such customers/travellers can sue **DJH NMK** only at the location of **DJH NMK's** registered office.

17.3 For actions brought by **DJH NMK** against customers or contractual partners of the package travel contract 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.

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Tour operator 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**
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- **Email: service-nordmark@jugendherberge.de**

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