

TERMS AND CONDITIONS OF SERVICE OF THE DEUTSCHES JUGENDHERBERGSWERK LANDESVERBAND THÜRINGEN E.V. FOR ACCOMMODATION, CONFERENCE AND DAY EVENT SERVICES AND PACKAGES

Dear conference and day event customers, accommodation guests and package travel customers,

The Deutsches Jugendherbergswerk Landesverband Thüringen e.V. (German Youth Hostel Association Thuringia), hereinafter abbreviated to "DJH-LV-T", owns and operates youth hostels in Thuringia, Germany. The employees of DJH-LV-T and the individual youth hostels, hereinafter referred to as "Youth Hostel", devote all their efforts and experience into making your stay at the Youth Hostel as pleasant as possible. This is also supported by clear agreements on your rights and obligations as a contractual partner of DJH-LV-T, as set out in the following accommodation and package travel Terms and Conditions.

With this in mind, the Terms and Conditions are divided into the following sections:

- I. Overarching General Terms and Conditions of DJH-LV-T for accommodation, conference and day event services and packages
- II. Supplementary Contractual Conditions of DJH-LV-T for accommodation and conference or day event services
- III. Supplementary Package Travel Terms and Conditions of DJH-LV-T

Please read these Terms and Conditions carefully before placing your order.

I. OVERARCHING GENERAL TERMS AND CONDITIONS OF DJH-LV-T

1. Scope of these overarching General Terms and Conditions (Section I.)

- 1.1 The Terms and Conditions of Section I shall apply to all bookings made by Customers and Group Clients with DJH-LV-T, both with regard to accommodation and conference or day event services and with regard to package travel services. Section I thus applies overarchingly and serves as an introduction to the provisions of the Supplementary Terms and Conditions in Sections II and III.
- 1.2 Any reference below to the term "service" within Section I therefore covers both package travel services and individual accommodation services within the meaning of Section 651a (3) no. 2 BGB [German Civil Code] as well as conference or day event services which are offered either individually or as part of an accommodation service.
- 1.3 All of the following Terms and Conditions of Service (Sections I-III) and the German statutory provisions shall not apply if international agreements or EU regulations applicable to the contractual relationship with the Customer contain mandatory provisions to the contrary or if the Customer, who is a national of an EU Member State, can invoke regulations of his/her country of residence that are more favourable to him/her in accordance with such regulations.

2. Prerequisite for booking and utilising services and for admission to the Youth Hostel

- 2.1 In order to utilise services and be admitted to the Youth Hostel, the Customer or his/her group must be an individual or group member of the German Youth Hostel Association or another association of the International Youth Hostel Federation (IYHF). Membership details can be requested using the information provided below in the legal notice or at <https://www.jugendherberge.de/en/terms-conditions/>.
- 2.2 Proof of membership must be provided upon arrival before the Customer is admitted to the Youth Hostel. DJH-LV-T shall be entitled to refuse occupancy of the accommodation and provision of the other contractual services until such time as membership has been acquired or proof of membership has been provided.
- 2.3 If membership is not acquired or proven despite a reminder setting a reasonable deadline, at the latest by check-in at the Youth Hostel, DJH-LV-T may terminate the service contract and charge the Customer cancellation costs in accordance with the cancellation regulations in the following Terms and Conditions of Service in Sections II and III.
- 2.4 The service contract is concluded in accordance with the provisions of clause 4 (Conclusion of contract) subject to the condition subsequent of proof or acquisition of membership. This means that without such proof, there is no contractual entitlement to the utilisation of the contractual services.

3. Minors

- 3.1 Minors up to 14 years of age travelling alone are not entitled to admission. They will only be admitted to the DJH-LV-T Youth Hostel if accompanied by an adult who is authorised to take care of them. Declarations of consent from legal guardians who are not admitted as guests at the same time as the child, regardless of form, do not allow the minor to be admitted.
- 3.2 For minors aged 14 and over travelling alone for whom DJH-LV-T does not provide supervisory services, entitlement to accommodation is restricted. They shall be admitted to the DJH-LV-T Youth Hostel under the following conditions, even if they are not accompanied by an adult who is authorised to take care of them. However, such admission will only be granted upon presentation of the minor's valid identity card or passport and the parental declaration duly completed and signed by the minor's legal guardian(s). The parental declaration must be composed exclusively in the form published by DJH-LV-T at <https://www.jugendherberge.de/elternerklaerung/> (in German). Other declarations of consent from legal guardians in any other form will not be accepted, even if they are legally valid.
- 3.3 In the case of minors travelling alone for whom DJH-LV-T provides supervisory services as part of the contractual services, these services shall only be provided if the minor traveller's legal guardian(s) has/have given his/her/their consent. The corresponding declaration of consent must be composed exclusively in the form in which it is sent to the Customer together with the booking registration. Declarations of consent from legal guardians in any other form will not be accepted, even if they are legally valid.

4. Conclusion of the service contract, obligations of the Customer

- 4.1 For all booking channels:
 - a) The basis of the offer from DJH-LV-T and the Customer's booking shall be the description of the service offering and the supplementary information in the booking basis insofar as this is available to the Customer at the time of booking.
 - b) When couples, family groups and closed small groups (up to 9 group participants) are booked by a registering person and when larger closed groups (more than 9 group participants) are booked by a group registrant, only the registering person or the booked institution and the associated group registrant, not the individual participant, shall be the contractual partner and liable to pay DJH-LV-T.
 - c) Insofar as all Terms and Conditions of Service (Sections I-III) refer to the term "Customer" as a contractual partner of DJH-LV-T, this shall include the person making the booking or the booked institution and also the Group Client. The participants as co-booked participants or as members of the group, on the other hand, merely have the status of a beneficiary in accordance with the principles of a contract in favour of third parties, with the proviso that the participants are not entitled to demand the provision of the contractual services, in particular the travel and accommodation services for themselves without the consent or cooperation of the

Group Client and/or to amend the contractual agreements with the Group Client.

- d) If the content of the travel or service confirmation from DJH-LV-T deviates from the content of the booking, this shall constitute a new offer from DJH-LV-T to which it shall be bound for a period of 5 days. The contract is concluded on the basis of this new offer provided that DJH-LV-T has drawn attention to the change with regard to the new offer – and, insofar as package travel services are concerned, has fulfilled its statutory pre-contractual information obligations – and the Customer declares acceptance to DJH-LV-T within the commitment period by means of an express declaration or deposit.
- e) **For package travel contracts:** The pre-contractual information provided by DJH-LV-T on essential features 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 (1), (3) to (5) and (7) EGBGB [Introductory Act to the Civil Code]) shall only not become part of the travel service contract if this has been expressly agreed between the parties.
- f) The contract shall be concluded upon receipt of the booking confirmation or travel confirmation (declaration of acceptance) from DJH-LV-T. The contract confirmation shall be sent or handed over to the Customer by DJH-LV-T.
- g) **For packages:** DJH-LV-T shall send the Customer a travel contract confirmation in accordance with the statutory requirements on a durable medium (which enables the Customer to keep or store the declaration unchanged in such a way that it is accessible to him/her within a reasonable period of time, e.g. on paper or by email), unless the Traveller is entitled to a travel contract confirmation in paper form in accordance with Art. 250 Section 6 (1) no. 2 EGBGB because the contract was concluded in the simultaneous physical presence of both parties or outside business premises.

4.2 Bookings of services made in writing, by email or by fax:

- a) On the basis of the booking request, DJH-LV-T shall send the Customer a contract offer that is non-binding for DJH-LV-T, together with these Terms and Conditions of Service (Sections I-III).
- b) **For package travel contract offers, the Customer will also receive:**
- a summary of the legally required pre-contractual information on the trip in accordance with Art. 250 Section 3 EGBGB, provided this is not already contained in the non-binding contract offer of DJH-LV-T, and
 - the form providing information to travellers in accordance with Art. 250 EGBGB.
- c) Upon receipt by DJH-LV-T of the contract signed by the Customer, the Customer makes a contractual declaration that is binding for the latter (except in the case of clause 4.2 e) below). If contract offers by DJH-LV-T for individual and family bookings are sent by email, the transmission of a textual declaration of acceptance of the contract by the Customer by means of an informal email reply from the Customer shall suffice for the Customer's binding contractual declaration.
- d) In all other respects, the provisions of clause 4.1 f) and g) shall apply.
- e) If the Customer's booking request is made shortly before arrival and DJH-LV-T expressly permits this in the service contract offer, the Customer may also implicitly accept the contract offer by travelling to the Youth Hostel and paying the travel price on arrival. In this case, the travel or booking confirmation shall be handed over to the Customer at the Youth Hostel in accordance with the provisions in clause 4.1 f) and g).

4.3 For bookings of services made by telephone:

DJH-LV-T shall only accept the Customer's non-binding booking request by telephone and shall reserve the corresponding service for him or her. In all other respects, the contractual declarations of the parties and, if applicable, the conclusion of the contract shall be made in accordance with the provisions in clause 4.2.

4.4 For verbal, in-person bookings of services at the Youth Hostel:

- a) On the basis of the booking request, the Customer shall receive a contract to be countersigned by the Customer together with these Terms and Conditions of Service (Sections I-III) and a booking confirmation, subject to the Customer's acceptance of the contract.
- b) Clause 4.2 b) applies accordingly to **package travel contracts**.
- c) If the Customer signs the contract form in a legally binding manner, the contract is concluded on this basis.

4.5 For bookings in electronic business transactions (e.g. internet, app, telemedia):

- a) The electronic booking procedure is explained to the Customer in the corresponding DJH-LV-T application.
- b) The Customer has the option to amend their entries, or to delete or reset the entire booking form, and is given an explanation of how to do this.
- c) The contract languages offered for online bookings are indicated. Only the German language is legally authoritative.
- d) Insofar as the text of the contract is stored by DJH-LV-T in the online booking system, the Customer shall be informed of this and of the possibility of later retrieval of the text of the contract.
- e) By clicking on the **"Book and pay"** button, the Customer makes a binding offer to DJH-LV-T to conclude the service contract. The Customer is bound to this contract offer for 5 working days from the date of sending the electronic declaration.
- f) The Customer will receive immediate electronic confirmation of receipt of his/her booking.
- g) Sending the booking by clicking on the **"Book and pay"** button does not constitute a right on the part of the Customer to the conclusion of a service contract in accordance with his/her booking details. Rather, DJH-LV-T is free to decide whether or not to accept the Customer's contract offer.
- h) The contract shall be concluded upon receipt by the Customer of the booking confirmation or travel confirmation from DJH-LV-T.
- i) If the booking confirmation or travel confirmation is made immediately after the Customer has made the booking by clicking on the **"Book and pay"** button through the immediate display of the travel confirmation on the screen (booking in real time), the service contract is concluded when the Customer receives and is shown this booking confirmation or travel confirmation on the screen, without the need for an interim notification of receipt of the booking in accordance with f), provided that the Customer is offered the option of saving the booking confirmation or travel confirmation on a durable medium and printing it out. However, the binding nature of the accommodation or travel contract is not dependent on the Customer actually using these options for storage or printing. DJH-LV-T shall also send the Customer a copy of the booking confirmation or travel confirmation in text form. In all other respects, the provisions of clause 4.1 f) and g) shall apply.

4.6 For bookings made by Guests with health impairments, disabilities or restricted mobility:

- a) DJH-LV-T shall endeavour to accommodate Guests with health impairments, disabilities or restricted mobility at the respective Youth Hostel if there is sufficient capacity and if the required accommodation is specifically available at the Youth Hostel. However, DJH-LV-T urgently requests that precise details of the nature and extent of existing disabilities, health impairments or restricted mobility be provided when making a booking so that it can be verified whether a stay at the desired Youth Hostel is possible and the booking can be confirmed.
- b) The Guest is under no obligation to provide such information. However, should the Guest not wish to provide such information, DJH-LV-T shall not be liable for any impairments arising for the Guest from circumstances not known or not discernible to DJH-LV-T in the event of confirmation and execution of the booking.
- c) Should it emerge from information provided voluntarily that the requested accommodation or essential facilities of the Youth Hostel are unsuitable for the Guest, taking into account his/her particular needs, DJH-LV-T or the Youth Hostel shall contact the Guest before confirming the booking in order to clarify what options are available for the Guest's stay or for acceptance of the booking despite the problems and impairments to be expected for the Guest.

- d) DJH-LV-T or the Youth Hostel shall only refuse to accept the booking in accordance with the statutory provisions if, due to the communicated or discernible circumstances or requirements of the Guest, admission to the Youth Hostel is objectively not possible because the requested accommodation or essential facilities of the Youth Hostel are unsuitable for the Guest, taking into account his/her particular needs.

5. Group bookings

5.1 Closed groups within the meaning of the provisions of these Terms and Conditions of Service (Sections I-III) are:

- a) A group of persons for whom the contract for services in a Youth Hostel is concluded with an institution, an association, a company or another legally authorised body. This is hereinafter referred to as the Group Client and abbreviated to "GC". Closed groups can be both small groups of up to 9 group participants (hereinafter referred to as "Small Group") and larger closed groups of more than 9 group participants (hereinafter referred to as "Larger Closed Group").
- b) A group of persons without legal capacity that is designated as a group in the statutory provisions of DJH-LV-T, in particular regarding group membership, as well as in invitations to tender and offers. In this case, the Group Client ("GC") is the person acting on behalf of the group.
- c) Any group of persons, irrespective 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, the Group Client ("GC") is also the person acting on behalf of the group.
- 5.2 The person(s) responsible for the group – hereinafter referred to as "Group Leader" and abbreviated to "GL" – is/are the person(s) appointed by the Group Client to carry out the contract negotiations and/or booking processing with DJH-LV-T on behalf of the GC and/or to accompany the group as the responsible leader on behalf of the GC.

5.3 For bookings of couples, families and Small Groups (as defined in clause 5.1 (a)) by a person making the booking and for bookings of Larger Closed Groups (as defined in clause 5.1 (a)) by a GC:

- a) Only the registering person or the booked institution and the associated GC, not the individual participant, shall be the contractual partner and liable to pay DJH-LV-T.
- b) Insofar as all Terms and Conditions of Service (Sections I-III) refer to the term "Customer" or "Guest" as a contractual partner of DJH-LV-T, this shall include the person making the booking or the booked institution and also the Group Client. The Participants as co-booked participants or as members of the group, on the other hand, merely have the status of a beneficiary in accordance with the principles of a contract in favour of third parties, with the proviso that the Participants are not entitled to demand the provision of the contractual services, in particular the travel and accommodation services for themselves without the consent or cooperation of the Group Client and/or to amend the contractual agreements with the Group Client.

6. Note on the non-existence of a right of cancellation for consumer customers

- 6.1 DJH-LV-T points out that according to the statutory provisions (Sections 312 (7), 312g (2) Sentence 1 No. 9 BGB) there is no right of cancellation in the case of accommodation and package travel service contracts pursuant to Sections 651a and 651c BGB that are concluded by distance selling (letters, catalogues, telephone calls, fax, emails, messages sent via mobile phone (SMS) as well as broadcasting, telemedia and online services), but rather only the statutory rights of withdrawal and termination according to Sections 537 BGB and 651h BGB as well as contractual agreements in this regard (see the relevant provisions in Sections II and III).
- 6.2 However, there is a right of cancellation if the service contract was not concluded by means of distance selling, but outside of business premises, unless the verbal negotiations on which the conclusion of the contract is based were conducted at the prior request of the consumer; in the latter case, there is also no right of cancellation.

7. House rules; exercise of domiciliary rights; bringing animals;

general smoking ban

- 7.1 The Customer is obliged to observe the house rules insofar as these have been communicated or issued to him/her or it was reasonably possible for the Customer to familiarise himself/herself with them by means of a notice. Parents or other legal representatives or supervisors of minors must ensure that such minors comply with the house rules and are responsible for their compliance within the framework of statutory and contractual provisions relating to their duty of supervision.
- 7.2 The hostel management of the respective Youth Hostel or the person authorised by it shall exercise domiciliary rights on behalf of DJH-LV-T. It is authorised to issue warnings, give notice of termination, issue building and site bans and, as the legal representative of DJH-LV-T, to make any other legal declarations on its behalf and to accept them as its representative and authorised recipient. This applies to the building manager and any person authorised by him/her.
- 7.3 The house rules contain regulations and restrictions for nighttime peace, which is generally from 10.00 p.m. to 7.00 a.m. It is the Customer's responsibility to find out about individual regulations on nighttime peace and the provisions applicable to nighttime peace on site. Exceptions to the regulations on nighttime peace require an express agreement with the hostel management.
- 7.4 The Customer is obliged to treat the accommodation and its facilities only as intended, in accordance with the usage regulations (if available), and to treat them with care overall.
- 7.5 In all DJH-LV-T Youth Hostels, smoking is strictly prohibited in the buildings themselves and the entire complex, including the outdoor area, with the exception of expressly designated smoking areas.
- 7.6 In all DJH-LV-T Youth Hostels, bringing in and consuming alcoholic beverages is not permitted. As part of the legal provisions for the protection of minors, only alcoholic beverages purchased at the Youth Hostel itself may be consumed.
- 7.7 Bringing animals of any kind is generally not permitted, unless permission has been expressly stated in the booking basis or agreed in individual contracts.

8. Termination and withdrawal rights of DJH-LV-T

- 8.1 DJH-LV-T may terminate the service contract without notice if, despite a warning from DJH-LV-T, the Customer (or in the case of group bookings the GC or GL or the Participants)
- causes ongoing disruption or behaves contrary to the contract to such an extent that the immediate cancellation of the contract is justified. This shall not apply if the behaviour contrary to the contract is due to a breach of DJH-LV-T's duty to provide information.
 - continues to violate the house rules,
 - disturbs the peace of the building, other Guests, the hostel management or other third parties,
 - jeopardises the safety of the Youth Hostel, its facilities, other Guests or hostel staff,
 - in the event of wilful or negligent damage to or improper use of the Youth Hostel's inventory, facilities or equipment, including the outdoor area and any vegetation or equipment there,
 - in the event of a violation of the alcohol or smoking ban,
 - behaves in any other way to such an extent that the immediate cancellation of the contract is justified.
- 8.2 A warning prior to termination without notice is not required if the Guest's breach of duty is so serious that, in particular in the interests of the other Guests and safety (this particularly concerns the committing of criminal offences), immediate termination is justified, also taking into account the interests of the Guest.
- 8.3 DJH-LV-T may terminate the contract prior to commencement of accommodation if there is objective and specific reason to expect behaviour on the part of the Guest that would justify termination in accordance with clause 8.1.
- 8.4 DJH-LV-T may withdraw from the contract before commencement of the service or terminate the contract after commencement of the service if the Guest has provided false or misleading information about himself/herself, his/her membership in accordance with

clause 2 of this section, the reason for and purpose of the booking or other circumstances essential to the contract, if DJH-LV-T would have been entitled to refuse the booking on objective grounds and within the framework of the statutory provisions if it had known the true circumstances.

- 8.5** If DJH-LV-T terminates the contract, DJH-LV-T shall retain its claim to the service price; however, DJH-LV-T must offset the value of the expenses saved as well as the benefits that DJH-LV-T obtains from any alternative use of the service not utilised. The provisions on cancellation by the customer shall apply accordingly.
- 8.6** DJH-LV-T may withdraw from package travel contracts under the conditions of Section 651h (4) no. 2 BGB. DJH-LV-T shall be entitled to terminate other service contracts if performance of the contract and in particular the Guest's stay is frustrated, significantly impeded, jeopardised or impaired for objective reasons for which DJH-LV-T is not responsible, in particular damage caused by the elements, official requirements or closures, natural events, diseases, epidemics, pandemics or for other reasons of force majeure. DJH-LV-T is obliged to inform the Guest immediately after becoming aware of the circumstances justifying the termination and to declare the termination. Any payments made by the Guest shall be refunded to the Guest immediately; in the case of packages, Section 651h (5) BGB shall apply. Any further claims by the Guest are excluded.

9. Choice of law, place of jurisdiction and consumer dispute resolution

- 9.1** With regard to the law on consumer dispute resolution, DJH-LV-T would like to point out that DJH-LV-T does not participate in voluntary consumer dispute resolution. If a consumer dispute resolution becomes mandatory for DJH-LV-T after the printing of these Terms and Conditions of Travel, DJH-LV-T shall inform the consumer of this in an appropriate form. DJH-LV-T refers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all service contracts concluded in electronic legal transactions.
- 9.2** The contractual relationship between the Customer and DJH-LV-T shall be governed exclusively by German law. The same applies to other legal relationships.
- 9.3** The Customer may sue DJH-LV-T only at its registered office.
- 9.4** For legal action by DJH-LV-T against the Customer, the registered office of the Customer shall be definitive. For legal action against Customers who are merchants, legal entities under private or public law or who have their registered office or habitual residence abroad, or whose registered office or habitual residence is not known at the time the action is brought, the place of jurisdiction shall be the registered office of DJH-LV-T.
- 9.5** The above provisions shall not apply if and to the extent that the contract with the Customer is governed by non-negotiable provisions of the European Union or other international provisions that deviate in favour of the customer.

II. SUPPLEMENTARY CONTRACTUAL CONDITIONS OF DJH-LV-T FOR ACCOMMODATION AND CONFERENCE OR DAY EVENT SERVICES

1. Scope of these Supplementary Contractual Conditions for accommodation and conference or day event services (Section II.)

- 1.1** The provisions of this Section II apply, insofar as effectively agreed, together with and in addition to the provisions in Section I for individual accommodation services within the meaning of Section 651a (3) no. 2 BGB [German Civil Code] (together with ancillary services such as catering services) as well as for conference or day event services (i.e. the provision of rooms, technical facilities and catering services), which are offered either individually or as part of an accommodation service.
- 1.2** The provisions of Section I and this Section II constitute the content of the guest accommodation contract or conference contract that the Guest or Group Client concludes with the DJH-LV-T in the event of a booking and supplement the applicable statutory provisions.

2. Services and changes to services for accommodation and conference or day event services

- 2.1** The services to be rendered by DJH-LV-T are derived exclusively from the content of the booking confirmation in conjunction with the valid brochure or the description of the Youth Hostel as well as from any supplementary agreements expressly concluded with the Guest. The Guest is advised to make supplementary agreements in writing.
- 2.2** Without special express agreement, the Guest has no right to be allocated a specific room, to a specific location of the room or to the placement of a room next to or in the vicinity of the room of Guests travelling with them. The above regulation applies accordingly to the allocation and placement of beds.
- 2.3** There is no entitlement to any particular size or equipment or particular facilities in the accommodation allocated to the Guest, unless an express agreement has been made in this respect or a corresponding size and equipment are specified in the booking basis, the agreed room or price category.
- 2.4** DJH-LV-T or the local Youth Hostel shall not be obliged to provide additional services over and above the provision of accommodation and/or the conference room with equipment, unless this is stated in the booking basis or an express agreement has been made in this respect. This applies in particular to the provision of and access to leisure facilities, catering services, transport services and supervisory and assistance services.
- 2.5** With regard to facilities, offers, equipment and other services for which express reference is made to seasonal restrictions in the booking basis, in particular in the online description or in the Youth Hostel's brochure, the service obligation shall only apply in accordance with these seasonal restrictions.
- 2.6** Insofar as persons with disabilities, health impairments or restricted mobility are accepted as Guests, there is no contractual obligation to produce, create and maintain certain qualities, functionalities, facilities or conditions that are necessary or desired by the Guest without an express agreement to this effect. Special supervisory services for such Guests are only contractually owed if these have been expressly agreed or are expressly offered as general services of the hostel in the booking basis. Applicable mandatory statutory provisions on the obligation to admit such persons remain unaffected by this.
- 2.7** With regard to contractual obligations towards minors, reference is made to clause 3 in Section I of these Terms and Conditions.

3. Prices and price increases

- 3.1** The prices agreed between the Guest and DJH-LV-T or the Youth Hostel shall apply.
- 3.2** If the prices for the period booked by the Guest are not yet fixed at the time of conclusion of the contract, the prices subsequently fixed by DJH-LV-T 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 by more than 5% from the prices applicable at the time of booking for the same period of occupancy and the same scope of services to the disadvantage of the Guest, the Guest shall be entitled to withdraw from the accommodation contract at no cost. DJH-LV-T shall inform the Guest immediately when the corresponding prices are set; the Guest must assert any right of cancellation against DJH-LV-T immediately upon receipt of the notification of the fixed prices.
- 3.3** Unless otherwise agreed on a case-by-case basis, DJH-LV-T shall be entitled to demand a price increase of up to 10% of the contractually agreed price after conclusion of the contract
- in the event of an increase in utility costs (water, electricity, gas, heating)
 - in the event of an increase in personnel costs
 - as well as in the event of the introduction or increase of taxes and duties, insofar as this increase affects the agreed rental price.
- 3.4** An increase is only permissible if there are more than 4 months between conclusion of the contract and the contractually agreed start of occupancy and the circumstances leading to the increase have not yet occurred prior to conclusion of the contract and were not foreseeable for DJH-LV-T at the time of conclusion of the contract. DJH-LV-T shall inform the Guest immediately after becoming aware of the reason for the increase, enforce the

increase and provide evidence of the reason for the increase.

- 3.5** In the event of a permissible increase that exceeds 5% of the agreed basic rental price, the Guest may withdraw from the contract without any obligation to pay DJH-LV-T. The declaration of cancellation does not require any particular form and must be declared to DJH-LV-T immediately after receipt of the request for an increase. Written form is recommended.

4. Payment and rebookings

- 4.1** The local Youth Hostels shall be the authorised collection agents of DJH-LV-T insofar as payment is processed via them as agreed, with the proviso that all rights and obligations set out below shall also apply to the local Youth Hostel as the authorised collection agent and representative of the DJH-LV-T.
- 4.2** The due date of the deposit and final payment shall be based on the agreement made with the Guest and, if applicable, noted in the booking confirmation. If no special agreement has been made, the entire accommodation price, including charges for ancillary costs and additional services, must be paid no later than 14 days before arrival.
- 4.3** DJH-LV-T or the Youth Hostel may demand a deposit after conclusion of the contract. Unless otherwise agreed in individual cases, it shall amount to 50% of the total price for the accommodation service and/or conference or day event services as well as ancillary services, and
- **unless payment is made by credit card**, shall be paid to the location and account specified in the booking confirmation within 30 days of receipt of the booking confirmation, whereby the date on which the payment is credited to the specified account shall determine whether the payment was made on time.
 - **if payment is made by credit card**, this shall be debited by the respective Youth Hostel immediately upon completion of the booking process in the amount of the deposit due.

For bookings made less than 30 days before the start of occupancy, the full total price must be paid immediately.

- 4.4** **For Guests based abroad**, unless otherwise agreed in individual cases, the total price must be paid in full by bank transfer to the specified account after receipt of the booking confirmation for bookings made up to 6 weeks before the start of occupancy without prior deposit. For bookings made less than 6 weeks before the start of occupancy, the total price must be paid in full to the respective Youth Hostel upon receipt of the booking confirmation and in any case before occupying the accommodation or using the contractual services on site. In this respect, reference is made to clause 4.6 b) below.
- 4.5** Payments, in particular payments from abroad, must always be made without any charges or fees for the specified payee. Payments in foreign currencies and by crossed check are not possible. Credit card payments are possible in many Youth Hostels. However, there is no legal entitlement to payment by credit card.
- 4.6** If DJH-LV-T or the local Youth Hostel is willing and able to provide the contractual services and the Guest has no statutory or contractual right of retention or right of set-off, the following shall apply:
- a)** Without full payment of an agreed deposit or other advance payment, the Guest is not entitled to occupy the accommodation or to use the contractual services.
- b)** If the Guest fails to pay an agreed deposit or other advance payment or fails to pay it in full despite a reminder from DJH-LV-T setting a deadline and the Customer is responsible for the default in payment, DJH-LV-T shall be entitled to withdraw from the contract with the Guest and to charge the Guest cancellation costs in accordance with clause 5 or 6 of these Terms and Conditions.
- c)** The Guest is not entitled to make changes to the arrival and departure dates or the start and end of occupancy, the type of room, the type of board, the length of stay, booked additional services or other contractual services (rebooking) after conclusion of the contract. If a rebooking is nevertheless made at the Guest's request, DJH-LV-T may charge a rebooking fee of €20 per rebooking up to 6 weeks before the start of occupancy. Rebooking requests made by the Guest later than 6 weeks before the start of

occupancy can only be carried out, if at all possible, after cancelling the guest accommodation contract in accordance with clause 5 and simultaneously rebooking. This does not apply to rebooking requests that only incur minor costs.

- d) For rebookings within the scope of larger Closed Group Bookings (as defined in clause I. 5.1 a), the following applies:** Changes to the number of participants, number and type of beds/rooms, category and/or board that have been contractually agreed with the GC from the outset shall not incur rebooking fees, provided that such changes are made by the GC within the deadlines agreed in the individual contract.

5. Cancellation and no-show for accommodation and conference services; cancellation of the accommodation stay

- 5.1** The Guest is advised that there is no general statutory right of cancellation or termination for guest accommodation contracts. However, DJH-LV-T shall grant the Guest a contractual right of cancellation in accordance with the following provisions.
- 5.2** Cancellation is possible at any time up to the start of occupancy. To avoid misunderstandings, the Guest is advised to declare the cancellation in writing. The declaration of cancellation must always be addressed to the Youth Hostel.
- 5.3** The right of cancellation may be exercised free of charge
- for individual Guests, couples, family groups and Small Groups (as defined in clause I. 4.1 b) up to 30 days
 - for Larger Closed Groups (as defined in clause I. 5.1 a) up to 90 days
- prior to the date of commencement of occupancy, whereby the date of receipt by the respective Youth Hostel shall determine whether it was exercised on time.
- For bookings of stays for individual Guests, couples, family groups and Small Groups as well as for larger groups, which are made at shorter notice before arrival than the above-mentioned deadlines for a free cancellation, a free cancellation is not possible.
- 5.4** In the event of a cancellation
- by individual Guests, couples, family groups and Small Groups (as defined in clause I. 4.1 b) later than 30 days,
 - by Larger Closed Groups (as defined in clause I. 5.1 a) later than 90 days prior to the date of commencement of occupancy,
 - or in the event of cancellation of bookings made at short notice within the meaning of clause 5.3 sentence 2,
- the right of DJH-LV-T to payment of the agreed price of the stay including the catering component and the charges for additional services shall remain in force.
- 5.5** DJH-LV-T shall endeavour, within the scope of its normal business operations, without obligation to make special efforts and taking into account the special character of the booked accommodation (e.g. family room; group room), to find another occupant for the accommodation.
- 5.6** DJH-LV-T shall offset income from alternative occupancy and, insofar as this is not possible, saved expenses.
- 5.7** If the Guest does not exercise the right of cancellation free of charge or does not exercise it in due time, the following shall apply:

- a) For Larger Closed Groups (as defined in clause I. 5.1 a)**
- up to 90 days free of charge
 - from the 89th day before commencement of service 20%
 - from the 45th day before commencement of service 50%
 - from the 29th day before commencement of service 80%
 - from the 2nd day before commencement of service until the day of the commencement of service or in the event of non-commencement of the service 90%
- of the service price;

- b) For individual Guests, couples, family groups and Small Groups (as defined in**

clause I. 4.1 b)

- up to 30 days before commencement of service: free of charge
 - from the 29th day before commencement of service 80%
 - from the 2nd day before commencement of service until the day of the commencement of service or in the event of non-commencement of the service 90%
- of the service price;

- 5.8** The Guest expressly reserves the right to prove to DJH-LV-T that the expenses saved are significantly higher than the deductions taken into account above, or that the accommodation services or other services have been utilised elsewhere, or that DJH-LV-T has achieved higher income from alternative occupancy than it has taken into account. In the event of such proof, the Guest is only obliged to pay the correspondingly lower amount.
- 5.9** We strongly recommend that you take out travel cancellation insurance.
- 5.10 For couples, families and small private groups**, the above provisions shall apply insofar as a binding booking has been made for a certain number of persons, even if the number of Guests is reduced, regardless of whether this is done by a mere notification, express cancellation, declaration of cancellation or by no-show.
- 5.11 In the case of Larger Closed Group bookings** (within the meaning of clause I. 5.1 a), the above provisions shall apply if the GC or his/her participants cancel the stay for personal reasons (Section 537 (1) no. 1 BGB). Warranty claims of the GC or the Participants remain unaffected by this. If variable numbers of Participants and/or beds/rooms have been agreed with the GC, the GC shall inform DJH-LV-T in writing or in text form of the final numbers of Participants or beds/rooms by the agreed date. If such notification is not made or is not made in good time, DJH-LV-T may assert the payment claim in accordance with clauses 5.4 – 5.8.
- 5.12** The above provisions shall also apply to premature termination of the stay by the Guest unless the premature termination is justified by a statutory or contractual extraordinary right of termination on the part of the Guest or DJH-LV-T is responsible for the premature termination of the stay for other reasons or this is caused by circumstances that lie exclusively within the sphere of risk of DJH-LV-T.

2. Cancellation of conference and day event services

- 6.1** For conference and day event services, the provisions of clauses 5.1 to 5.8 and 5.10 to 5.12 shall apply in the same way, whereby the compensation shall be calculated on the basis of the daily or conference service price rather than on the basis of the scales in accordance with clause 5.7:
- 6.2** If, in addition to the conference and day event services, overnight accommodation services have been agreed for conference participants, speakers or other contributing or participating persons, the cancellation costs for these overnight accommodation services shall also be charged in accordance with the percentages stipulated above under clause 5.7 of these Terms and Conditions.

3. Arrival and departure

- 7.1** The Guest is not entitled to occupy the accommodation or to use the contractually agreed services at a specific time on the day of arrival. There is also no entitlement to use the accommodation or the facilities of the Youth Hostel until a certain time on the day of departure.
- 7.2** Unless expressly agreed otherwise in individual cases, the times for occupying the accommodation on the day of arrival and the latest time for vacating the accommodation on the day of departure shall be based on the information given by the respective Youth Hostel, which shall be communicated to the Customer in the booking confirmation at the latest.
- 7.3** The Guest must arrive at the specified or agreed time.
- 7.4 For later arrivals:**
- The Guest is obliged to inform the respective Youth Hostel by the notified or agreed time of arrival at the latest if he/she will be arriving late or, in the case of stays lasting several days,

does not wish to occupy the booked accommodation until a subsequent day.

- If notification is not given in good time, DJH-LV-T shall be entitled to allocate the accommodation elsewhere. The provisions in clause 7 apply accordingly for the period of non-occupancy.
- If the Guest informs DJH-LV-T of a later arrival, he/she shall still pay the agreed remuneration, less any expenses saved by DJH-LV-T in accordance with clause 7, for the period of occupancy not utilised, unless DJH-LV-T is contractually or legally responsible for the reasons for the late arrival and occupancy.

- 7.5** The accommodation must be vacated in full by the notified or agreed time on the day of departure. If the accommodation is not vacated on time, DJH-LV-T may demand a corresponding additional payment. DJH-LV-T reserves the right to assert further claims for damages.

4. Obligations of the Customer; Customer's right to termination due to defects

- 8.1** The Guest is obliged to check the accommodation and its facilities when occupying it and to inform the hostel management immediately of any defects or damage found. This obligation also expressly applies to defects or damage not regarded by the Guest as a nuisance or impairment, if it is objectively discernible to the Guest that there may be uncertainty about the time and responsibility for such damage and whether it is attributable him/her or to previous Guests.
- 8.2** The Guest is obliged to notify the hostel management immediately of any defects and faults that occur and to request remedial measures. In the event of repeated occurrence of defects or faults or if remedial measures by the hostel management have not rectified the defect or fault, the Guest is obliged to report the defect again. If the Guest culpably fails to report a defect, the Guest's claims may be rendered totally or partially invalid.
- 8.3** The Guest may only cancel the contract in the event of significant defects or disruptions. The Guest must first set DJH-LV-T a reasonable deadline for remedial action by declaration to the hostel management, unless remedial action is impossible, is refused by DJH-LV-T or the hostel management or immediate cancellation is objectively justified by a special interest of the Guest recognisable to DJH-LV-T or the hostel management, or for such reasons it is objectively unreasonable for the Guest to continue their stay.

5. Limitation of liability; parking of cars and bicycles

- 9.1** The liability of DJH-LV-T under the guest accommodation contract pursuant to Section 536a BGB for damage not resulting from the breach of a material obligation whose fulfilment is essential for the proper performance of the guest accommodation contract or whose breach jeopardises the achievement of the purpose of the contract or from injury to life, limb or health, is excluded unless it is based on an intentional or grossly negligent breach of duty by DJH-LV-T or one of its legal representatives or vicarious agents.
- 9.2** Any liability of DJH-LV-T as host for items brought in pursuant to Sections 701 et seq. BGB shall remain unaffected by this provision.
- 9.3** DJH-LV-T shall not be liable for service disruptions in connection with services that are merely arranged for the Guest as third-party services during the stay (e.g. sporting events, theatre visits, exhibitions, etc.). The same applies to third-party services that are already arranged at the same time as booking the accommodation, provided these are expressly labelled as third-party services in the booking basis or the booking confirmation.
- 9.4** If the Customer is provided with a parking space in the garage or car park of the Youth Hostel, even if this is for a fee, this shall not constitute a safekeeping agreement. The Youth Hostel has no monitoring obligation. The Youth Hostel shall not be liable for the loss of or damage to motor vehicles (and their contents) or bicycles parked or manoeuvred on the Youth Hostel's property, unless the Youth Hostel, its legal representatives or its vicarious agents are responsible due to intent or gross negligence.

6. Statute of limitations

- 10.1** Contractual claims of the Guest against DJH-LV-T under the accommodation contract arising from injury to life, limb or health,

including contractual claims for compensation for pain and suffering, which are based on its negligent breach of duty or an intentional or negligent breach of duty by its legal representatives or vicarious agents, shall become statute-barred after three years. This also applies to claims for compensation for other damages based on a grossly negligent breach of duty by DJH-LV-T or on an intentional or grossly negligent breach of duty by its legal representatives or vicarious agents.

- 10.2** All other contractual claims of the Guest shall become statute-barred after one year. If the last day of the liability period falls on a Sunday, a public holiday recognised by the state at the place of declaration or a Saturday, the next working day shall take the place of this day.
- 10.3** The limitation period in accordance with the above provisions shall commence at the end of the year in which the claim arose and the Guest becomes aware of the circumstances giving rise to the claim and DJH-LV-T as the debtor becomes aware of them or should have become aware of them without gross negligence.
- 10.4** If negotiations are pending between the Guest and DJH-LV-T regarding asserted claims or the circumstances justifying the claim, the limitation period shall be suspended until the Guest refuses to allow DJH-LV-T to continue the negotiations. The aforementioned limitation period of one year shall commence at the earliest 3 months after the end of the suspension.

7. Special regulations in connection with pandemics (in particular COVID-19)

- 11.1** The parties agree that the agreed services shall always be provided by the respective Youth Hostel in compliance and accordance with the official requirements and conditions applicable at the respective time of performance.
- 11.2** The Guest agrees to observe reasonable usage regulations or restrictions of the Youth Hostel when utilising services and to inform the Youth Hostel immediately in the event of typical symptoms of illness.
- 11.3** The above provisions shall not affect any warranty rights of the Guest, in particular under Section 536 BGB.

8. Further special regulations for closed group bookings

- 12.1** The GL, or at least one GL if there are several GLs, is obliged to stay in the Youth Hostel for the entire duration of the group's stay (the whole night/sleeping time of the group).
- 12.2** The GC shall comply with all statutory provisions in connection with the organisation of his/her group's stay in the Youth Hostel, in particular the provisions on the protection of minors, and shall require his/her GL to comply with and implement such provisions.
- 12.3** The GC is advised that the combination of accommodation services and other services of DJH-LV-T with other services, in particular transport services organised by the GC itself, may result in its event or its services in relation to its participants constituting a package within the meaning of the statutory provisions of Sections 651a to m BGB. The GC is exclusively obliged to carry out such a legal review itself, if necessary, and to comply with the relevant requirements of the law and case law. DJH-LV-T is neither authorised nor obliged to provide legal advice in this regard.
- 12.4** The GC shall refrain from providing its Participants with information, making assurances and/or promising services that go beyond the services agreed with DJH-LV-T or are in contradiction thereto.
- 12.5** The GC and the GL have no right to issue instructions to the Youth Hostel management or other Youth Hostel employees.
- 12.6** The GC is advised that the contractual services of DJH-LV-T do not include any insurance benefits in favour of the GC, the GL or the Participants unless expressly agreed otherwise, and in particular there shall be no travel cancellation insurance, no travel interruption insurance and no liability insurance for damage caused by the GC, the GL or the Participants.

III. SUPPLEMENTARY PACKAGE TRAVEL TERMS AND CONDITIONS OF DJH-LV-T

1. Scope of these Supplementary Contractual Conditions for package travel services (Section III.)

- 1.1** The Terms and Conditions of Section III shall apply, provided they have been effectively agreed, together with and in addition to the provisions in Section I for package travel services in accordance with the statutory provisions of Section 651a BGB. The provisions in Sections I and III constitute the content of the package travel contract concluded between the Customer and DJH-LV-T in the event of a booking.
- 1.2** The provisions of Section I and this Section III supplement and complete the statutory provisions of Sections 651a – y BGB (German Civil Code) and Articles 250 and 252 EGBGB (Introductory Act to the Civil Code).

2. Payment

- 2.1** DJH-LV-T and travel agents may only demand or accept payment of the travel price before the end of the package if an effective hedging contract exists and the Customer has been provided with the guarantee certificate with the name and contact details of the guarantor in a clear, comprehensible and emphasised manner.
- 2.2 Unless expressly agreed otherwise in individual cases:**
- **for children's camps, youth camps and family camps, except school and class trips,**
 - **for the booking of sports, music and leisure groups where, in addition to accommodation and additional in-house services (in particular catering services or the provision of in-house facilities), external facilities such as external practice rooms or external sports facilities are also made available for use as training or practice facilities (e.g. training camps, choir and orchestra rehearsals),**
 - **and for all journeys that include the Traveller's return transport to the place of departure:**
- a)** Once the contract has been concluded, a deposit of 20% of the travel price is due for payment within 14 days of receipt of the guarantee certificate. The remaining payment is due 30 days before the start of the trip, provided that the guarantee certificate has been handed over and the trip can no longer be cancelled for the reason stated in clause 7. For bookings made less than 30 days before the start of the trip, the full travel price is payable immediately.
- b)** If the Customer fails to pay the deposit and/or the final payment in accordance with the agreed payment due dates, even though DJH-LV-T is willing and able to provide the contractual services properly, has fulfilled its statutory information obligations and the Customer has no statutory or contractual right of set-off or retention, and if the Customer is responsible for the default in payment, DJH-LV-T shall be entitled to withdraw from the package travel contract after issuing a reminder and setting a deadline and after expiry of the deadline, and to charge the Customer cancellation costs in accordance with clause 5.
- 2.3 Unless expressly agreed otherwise in individual cases, all other packages from the DJH-LV-T range not listed in clause 2.2, in particular school and class trips, shall only be payable to DJH-LV-T after the end of the package travel either by payment on departure at the Youth Hostel or on the basis of a corresponding invoice from DJH-LV-T after the Customer's return home.**

3. Changes to the content of the contract before the start of the trip that do not affect the price of the trip

- 3.1** DJH-LV-T shall be permitted to deviate from the agreed content of the package travel contract in respect of essential features of travel services that become necessary after conclusion of the contract and were not brought about by DJH-LV-T in bad faith prior to the start of the trip, provided that the deviations are insignificant and do not impair the overall arrangement of the trip.
- 3.2** DJH-LV-T is obliged to inform the Customer of changes to services on a durable medium (e.g. by email, SMS or voice message) in a clear, comprehensible and emphasised manner, immediately after becoming aware of the reason for the change.
- 3.3** In the event of a significant change to an essential characteristic of a travel service or a deviation from special requirements of the Customer 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 set by DJH-LV-T at the same time as notification of the change. If the Customer does not expressly declare cancellation of the package travel contract to DJH-LV-T within the deadline set by DJH-LV-T, the change shall be deemed to have been accepted.

- 3.4 Any warranty claims shall remain unaffected if the amended services are defective. If DJH-LV-T had lower costs for the implementation of the changed trip or any substitute trip offered at the same price and of the same quality, the Customer shall be reimbursed the difference in accordance with Section 651m (2) BGB.

4. Utilisation of services (arrival and departure)

- 4.1 The Traveller must arrive at the agreed time, without special agreement, by 6 p.m. at the latest.
- 4.2 For later arrivals:
- a) The Traveller is obliged to inform the host by 6 p.m. or by the agreed time of arrival at the latest if he/she will be arriving late or, in the case of travel programmes lasting several days, does not wish to use the booked travel services until the a subsequent day.
- b) If a timely notification is not made, a no-show is assumed and the provisions of clause 5 below apply.
- c) If a timely notification is made and the Customer does not utilise the travel services or does not utilise them in full due to late arrival, the provisions of clause 6 below shall also apply in this respect.
- 4.3 The Traveller's accommodation at the Youth Hostel must be vacated at the agreed time, without special agreement, by 10 a.m. on the day of departure at the latest. If the accommodation is not vacated on time, DJH-LV-T may demand a corresponding additional payment. DJH-LV-T reserves the right to assert further claims for damages. An entitlement to use the Youth Hostel's facilities after 10 a.m. on the day of departure shall only exist in the event of a general notice to this effect from the Youth Hostel or an agreement made with the Youth Hostel in individual cases.

5. Cancellation by the Customer before the start of the trip/cancellation costs

- 5.1 The Customer may withdraw from the package travel contract at any time before the start of the trip. The cancellation must be declared to DJH-LV-T at the address given below; if the trip was booked via a travel agent, the cancellation may also be declared to the agent. The Customer is advised to declare the cancellation in text form.
- 5.2 The right of cancellation may be exercised free of charge
- for individual Guests, couples, family groups and Small Groups (as defined in clause I. 4.1 b) up to 30 days
 - for Larger Closed Groups (as defined in clause I. 5.1 a) up to 90 days
- prior to the date of the start of the trip, whereby the date of receipt by the respective Youth Hostel shall determine whether it was exercised on time.
- For travel bookings for individual Guests, couples, family groups and Small Groups as well as for larger groups, which are made at shorter notice before arrival than the above-mentioned deadlines for a free cancellation, a free cancellation is not possible.
- 5.3 In the event of a cancellation
- by individual Guests, couples, family groups and Small Groups (as defined in clause I. 4.1 b) later than 30 days,
 - and by Larger Closed Groups (as defined in clause I. 5.1 a) later than 90 days prior to the start of the service
 - or in the event of cancellation of travel bookings made at short notice within the meaning of clause 5.2 sentence 2, the provisions of clauses 5.4 to 5.9 below shall apply.
- 5.4 If the Customer cancels before the start of the trip in the cases set out in clause 5.3 above or does not start the trip, DJH-LV-T shall lose its claim to the travel price. Instead, DJH-LV-T may demand appropriate compensation, provided that it is not responsible for the cancellation. DJH-LV-T may not demand compensation if unavoidable, extraordinary circumstances occur at the destination or in its immediate vicinity which significantly impair the fulfilment of the package or the transport of persons to the destination; circumstances are deemed unavoidable and extraordinary if they

are beyond the control of the party invoking them and their consequences could not have been avoided even if all reasonable precautions had been taken.

- 5.5 DJH-LV-T has determined the following compensation flat rates, taking into account the period between the declaration of cancellation and the start of the trip and taking into account the expected savings in expenses and the expected income from alternative uses of the travel services. The compensation shall be calculated according to the time of receipt of the declaration of cancellation as follows, with the respective cancellation scale on the basis of the travel price:

c) For Larger Closed Groups (as defined in clause I. 5.1 a)

- | | | |
|--|------|----------------------|
| ■ up to 90 days | free | of charge |
| ■ from the 89th day before travel date | 20% | |
| ■ from the 45th day before travel date | 50% | |
| ■ from the 29th day before travel date | 80% | |
| ■ from the 2nd day before travel date until the day of travel or in the event of non-commencement of the service | 90% | of the travel price; |

d) For individual Guests, couples, family groups and Small Groups (as defined in

clause I. 4.1 b)

- | | |
|--|----------------------|
| ■ up to 30 days before commencement of service: | |
| free of charge | |
| ■ from the 29th day before travel date | 80% |
| ■ from the 2nd day before travel date until the day of travel or in the event of non-commencement of the service | 90% |
| | of the travel price; |
- 5.6 In any case, the Customer is at liberty to prove to DJH-LV-T that DJH-LV-T has suffered no loss at all or a significantly lower loss than the flat-rate compensation demanded by DJH-LV-T.
- 5.7 A flat-rate compensation pursuant to clause 5.3. shall be deemed not to have been fixed and agreed if DJH-LV-T proves that DJH-LV-T has incurred significantly higher expenses than the calculated amount of the flat rate pursuant to clause 5.3. In this case, DJH-LV-T is obliged to quantify and justify the compensation claimed, taking into account the expenses saved and the acquisition of any alternative use of the travel services.
- 5.8 If DJH-LV-T is obliged to refund the travel price as a result of cancellation, Section 651h (5) BGB remains unaffected.
- 5.9 The Customer's statutory right to demand of DJH-LV-T in accordance with Section 651 e BGB by means of notification on a durable medium that a third party shall assume the rights and obligations arising from the package travel contract instead of the Customer shall remain unaffected by the above conditions. Such a declaration shall in any case be deemed timely if it is received by DJH-LV-T 7 days before the start of the trip.
- 5.10 For couples, families and small private groups (as defined in clause I. 4.1 b), the above provisions shall apply insofar as a binding booking has been made for a certain number of persons, even if the number of Participants is reduced, regardless of whether this is done by a mere notification, express cancellation, declaration of cancellation or by no-show.
- 5.11 In the case of Larger Closed Group bookings (within the meaning of clause I. 5.1 a), the above provisions shall apply if the GC or his/her participants terminate the stay prematurely for personal reasons. Statutory and contractual cancellation rights and warranty claims of the GC or the Participants remain unaffected by this. If variable numbers of Participants and/or beds/rooms have been agreed with the GC, the GC shall inform DJH-LV-T by the agreed date, in writing or in text form, of the final numbers of Participants. If such notification is not made or is not made in good time, DJH-LV-T may assert the payment claim in accordance with clauses 5.4 – 5.9.
- 5.12 Taking out travel cancellation insurance and insurance to cover repatriation costs in the event of accident or illness is strongly recommended.

6. Service not utilised

If the Traveller does not make use of individual travel services that DJH-LV-T was willing and able to provide in accordance with the contract for reasons attributable to the Traveller, the Traveller shall not be entitled to a pro rata refund of the travel price, unless such reasons would have entitled the Traveller to withdraw from or terminate the travel contract free of charge in accordance with the statutory provisions. DJH-LV-T shall endeavour to obtain reimbursement of the expenses saved by the service providers. This obligation does not apply if the services are completely insignificant.

7. Cancellation due to failure to reach the minimum number of Participants

- 7.1 DJH-LV-T may cancel the contract in accordance with the following provisions if a minimum number of Participants is not reached:
- The minimum number of Participants and the latest time of receipt of the declaration of cancellation by DJH-LV-T by the Customer must be stated in the respective pre-contractual information.
 - DJH-LV-T shall state the minimum number of Participants and the latest cancellation deadline in the travel confirmation
 - DJH-LV-T is obliged to declare cancellation of the trip to the Customer immediately if it is certain that the trip will not be carried out due to the minimum number of Participants not being reached.
 - Cancellation by DJH-LV-T later than 31 days before the start of the trip is not permitted.
- 7.2 If the trip is not carried out for this reason, the Customer will be refunded any payments made towards the travel price immediately; clause 5.6. applies accordingly.

8. Obligations of the Customer/Traveller

8.1 Travel documents

The Customer must inform DJH-LV-T or the travel agent through whom he/she has booked the travel service if he/she does not receive the necessary travel documents (e.g. flight ticket, hotel voucher) within the period communicated by DJH-LV-T.

8.2 Notification of defects / request for remedy

- If the trip is not provided free of travel defects, the Traveller may request remedy.
- Insofar as DJH-LV-T was unable to remedy the situation as a result of a culpable failure to report a defect, the Traveller may neither assert claims for a reduction in price pursuant to Section 651m BGB nor claims for damages pursuant to Section 651n BGB.
- The Traveller is obliged to notify the on-site representative of DJH-LV-T immediately of any defects. If a representative of DJH-LV-T is not available on site and is not contractually required, any travel defects must be brought to the attention of DJH-LV-T at the contact point provided by DJH-LV-T; information on the availability of the representative of DJH-LV-T or its on-site contact point is provided in the travel confirmation. However, the Traveller may also bring the notification of defects to the attention of the travel agent through whom he/she booked the travel service.
- The representative of DJH-LV-T shall be instructed to take remedial action if this is possible. However, it is not authorised to accept claims.

8.3 Setting a deadline before cancellation

If the Customer/Traveller wishes to terminate the package travel contract due to a travel defect of the kind described in Section 651i (2) BGB, insofar as it is significant, in accordance with Section 651l BGB, he/she must first set DJH-LV-T a reasonable deadline for remedial action. This shall only not apply if the remedy is refused by DJH-LV-T or if immediate remedy is necessary.

9. Limitation of liability

- 9.1 The contractual liability of DJH-LV-T for damage not resulting from injury to life, limb or health and not culpably caused shall be limited to three times the travel price. Any further claims under the Montreal Convention or the German Air Traffic Act remain unaffected by this limitation of liability.
- 9.2 DJH-LV-T shall not be liable for service disruptions, personal injury and damage to property in connection with services that are merely arranged as third-party services (e.g. arranged excursions, sporting events, theatre visits, exhibitions) if these services have been expressly and clearly identified as third-party services in the

travel advertisement and the travel confirmation, stating the identity and address of the arranged contractual partner, so that the Traveller can recognise that they are not part of the travel services provided by DJH-LV-T and have been selected separately. Sections 651b, 651c, 651w and 651y BGB remain unaffected by this.

- 9.3 However, DJH-LV-T shall be liable if and insofar as the breach of information, clarification or organisational obligations on the part of DJH-LV-T has caused damage to the Traveller.

10. Assertion of claims, addressee

Claims in accordance with Section 651i (3) No. 2, 4-7 BGB must be asserted by the Customer against DJH-LV-T. The claim can also be asserted via the travel agent if the package travel was booked via this travel agent. Assertion of claims in text form is recommended. The contractual claims listed in Section 651i (3) BGB become statute-barred after 2 years. The limitation period begins on the day on which the trip should end according to the contract. Insofar as the contract relates to an individual travel service and the Customer would be legally disadvantaged by the application of package travel law and these Terms and Conditions, the relevant provisions of guest accommodation law (rental and service law) or the general legal provisions shall apply.

11. Additional conditions for travel in closed groups

- 11.1 The following provisions of this clause 11 shall apply, in addition to these DJH-LV-T travel Terms and Conditions, to travel and accommodation services for closed groups.
- 11.2 DJH-LV-T shall not be liable for services and parts of services of any kind whatsoever that are offered, organised, performed and/or made available to the Customers by the Group Client or Group Leader in addition to the services of DJH-LV-T, with or without the knowledge of DJH-LV-T. This includes in particular travel to and from the departure and return destinations contractually agreed with DJH-LV-T that are organised by the Group Client or Group Leader, events not included in the scope of services of DJH-LV-T before and after the trip and at the travel destination (trips, excursions, meetings, etc.) as well as tour guides employed by the Group Client or Group Leader themselves and not contractually owed by DJH-LV-T.
- 11.3 DJH-LV-T shall not be liable for actions and omissions of the Group Client or Group Leader or the tour guide appointed by the Group Client or Group Leader before, during and after the trip, and in particular not for changes to contractual services that have not been agreed with DJH-LV-T, instructions to local guides, special arrangements with the various service providers, information and assurances given to the Customers.
- 11.4 The Customer must undertake the notification of defects incumbent upon him/her in the event of disruptions in performance in accordance with the provisions of clause 8.2 c) above.
- 11.5 Unless expressly agreed, Group Clients or Group Leaders or a tour guide appointed by them are not entitled or authorised to receive complaints from group travel Participants. They are also not entitled to accept complaints by the Customer or payment claims on behalf of DJH-LV-T before, during or after the trip.

12. Special regulations in connection with pandemics (in particular COVID-19)

- 12.1 The parties agree that the agreed travel services shall always be provided by the respective service providers in compliance and accordance with the official requirements and conditions applicable at the respective time of travel.
- 12.2 The Traveller agrees to observe reasonable usage regulations or restrictions of the service providers when utilising travel services and to inform the tour guide and the service provider immediately in the event of typical symptoms of illness.
- 12.3 The above provisions shall not affect the Customer's rights under Section 651i BGB.

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The accommodation operator / conference and day service provider or tour operator is: The Youth Hostels

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Chair: Siegfried Wetzel
Managing director: Bertram Tittel