

General Terms and Conditions (AGB) for the Accommodation Facility

Corinna Schusser und Tania Rittershaus GbR

§1 Scope of Application

These Terms and Conditions shall apply to all contracts referring to the rental use of rooms or individual beds for the purpose of accommodation as well as any further deliveries and services rendered by Black Forest Hostel, Kartäuserstr. 33, 79102 Freiburg, operating company: Corinna Schusser und Tania Rittershaus GbR, thereafter referred to as „Provider of Services“.

Subletting of the let rooms as well as their use for other purposes than accommodation require the prior written approval by the Provider of Services, whereas § 540, para. 1, page 2 BGB (German Civil Code) shall be void provided that the Client is not consumer. The terms and conditions of the Client shall only apply after explicit prior written approval.

§ 2 Conclusion of Contract, Contracting Partner, Limitation

The Contract shall come into effect by acceptance of the application of the Client by the Provider of Services. Any binding booking shall only be possible for up to 7 persons and up to 7 nights. Enquiries for larger bookings may only be made as a group reservation directly with the Provider of Services. The Provider of Services shall not be bound by a confirmation by an agent (booking portal). Booking costs hereby incurred by the Client shall not be refundable. The limitation to 7 persons/nights applies also to the total of interconnected individual bookings. If the Provider of Services has already rejected an enquiry made by a Client, he reserves the right also not to accept a booking by the same Client via an agent.

The Provider of Services shall be free to confirm the room booking in writing. Provider of Services and Client shall be Contracting Parties. If any third party booked an order on behalf of the Client, this third party shall be liable to the Provider of Services with the Client as joint debtor for all obligations arising from this Accommodation Contract.

As a matter of principle, any claims against the Provider of Services shall become time-barred within one year starting from the beginning of the knowledge-dependent regular limitation period under § 199, para 1 BGB. Claims for damages become time-barred within 5 years independent of any knowledge. The shortenings of limitation periods do not apply to claims based on a deliberate or negligent violation of duty by the Provider of Services.

§ 3 Services, Rates, Payment, Set-off

The Provider of Services shall be obliged to hold ready the beds or rooms booked by the Client and to render the agreed services. The Client shall be obliged to pay in cash, no later than upon arrival, the applicable and agreed, respectively, rates of the Provider of Services for the letting of rooms and further services used by him. This also applies to services prompted by the Client and expenses by the Provider of Services towards third parties. The agreed rates shall include the applicable statutory value-added tax.

The Provider of Services shall be entitled at any time to fix a due date for accrued claims and to demand immediate payment. In case of delay of payment the Provider of Services shall be entitled to ask for payment of the statutory interest on arrears applicable in each case amounting at present to 8% above the base lending rate and to 5% in the case of legal transactions in which a consumer is involved.

The Provider of Services shall reserve the right of proof of higher damage. The Client shall be obliged to confirm his booking three days prior to his arrival by notifying a binding arrival time. Without confirmation and upon late arrival, respectively, the booking shall become void.

The Provider of Services shall be entitled to ask for an appropriate advance payment or security upon conclusion of contract or thereafter. The amount of advance payment and the due dates may be agreed upon in the Contract in writing. Furthermore, the Provider of Services shall be entitled to ask for an appropriate security deposit for the duration of the stay.

§ 4 Withdrawal by the Client (Cancellation), Non-use of Services

If not agreed otherwise in individual contracts, in the case of withdrawal by the Client the latter shall pay the Provider of Services a lump sum compensation (cancellation fee) graded as follows:

Cancellation up to 30 days prior to arrival: 10% of the Contract value

Cancellation up to 7 days prior to arrival: 50% of the Contract value

Cancellation up to 1 day prior to arrival: 75% of the Contract value

Thereafter and in the case of no show, 100% of the Contract value

The contract value shall be the gross rate for boarding and lodging agreed upon in the Accommodation Contract, however without any additional services which were only arranged by third parties. If advance payments were agreed or made which exceed the above cancellation fees they shall be considered as cancellation fee.

However, the Provider of Services may claim from the Client cancellation and/or damage claims for additional services booked with third parties on behalf of the Client. In the case of partial withdraw from the contract (e.g. reduced number of persons) the cancellation fee shall become due only for the affected part and scope of the contract.

§ 5 Withdrawal by the Provider of Services

If the right of free withdrawal by the Client within a certain period of time was agreed upon in writing, the Provider of Services on his part shall be entitled within this period of time to withdraw from the contract, unless the Client has already rendered an agreed upon advance payment or security. If an agreed advance payment or an advance payment demanded in compliance with § 3, para. 4 of these Terms and Conditions is not paid also after the elapse of an appropriate period of grace set by the Provider of Services, the Provider of Services shall also be entitled to withdraw from the contract.

The Provider of Services shall also be entitled to withdraw from the contract for reasons, justified by factors, e.g. force majeure or other circumstances which are ungovernable by the Provider of Services, that make the fulfillment of the contract impossible; in case of a violation of § 1, para 2 of these General Terms and Conditions; if rooms are booked by giving misleading or wrong information of important facts, e.g. about the person and age of the Client or the purpose; if the Provider of Services has well-founded reason to assume that the utilization by the Client of the services rendered may impair the smooth business operation, the security or the public image of the Provider of Services, as long as this cannot be attributed to the authority and management of the Provider of Services.

Among these reasons are, in particular, however not exclusively, bookings by/for:

- Stag / Hen nights
- any kind of animals without prior consent
- representatives of racist, anti-Semitic, right-wing extremist or other violent-prone ideologies
- the purpose of using sexual services
- persons addicted to narcotics, alcoholized or obviously unfit to plead due to other circumstances
- group and long-term bookings (>7 persons or > 7 nights) via booking portals, also if they are composed of several individual bookings for less than 8 persons. As a matter of principle, such bookings require direct enquiries.

The Provider of Services is entitled to cancel a contract upon arrival of the Client, if the Client is not willing to present a valid form of identification for check-in purposes.

The justified withdrawal of the Provider of Services does not entitle the Client to compensation or return of effected payments.

§ 6 Provision of Rooms, Handing over and Return

The Client does not obtain any entitlement to the provision of particular rooms. Booked rooms shall be available for the Client on the agreed day of arrival from 4 p.m. on. The Client shall be obliged to immediately report any noticed damages in the provided room, otherwise he will be under the obligation to provide proof that he did not cause the damage.

The rooms must be vacated and made available to the Provider of Services not later than 11 a.m. on the agreed departure day. After that time, on the grounds of the delayed vacation of the room, the Provider of Services is entitled to charge 50% of the full list price until 6 p.m. for use of the room exceeding the contractual time, after 6 p.m. 100% may be charged.

The Provider of Services shall be entitled to charge compensation for damages to the room and its facilities, its use contrary to the contract and specialized cleaning due to unusual or wanton pollution.

§ 7 Liability of Provider of Service

The Provider of Services shall be liable for his obligations under this Contract with the diligence of a prudent businessman. Any damage claims by the Client are excluded under applicable law. Excluded herefrom shall be damages arising from the injury of life

and limb or health, provided the Provider of Services is liable for such breach of duty, other damages based on a deliberate or gross negligent breach of duty by the Provider of Services and damages based on a deliberate or negligent violation of duties typical for this type of contract by the Provider of Services. A breach of duty by the Provider of Services is equal to one of a statutory representative or a vicarious agent.

In the case of disruptions or deficiencies in the services provided by the Provider of Services, the Provider of Services shall aim at taking remedial action in case of knowledge or immediate notification by the Client. The Client shall be obliged to contribute what can reasonably be expected of him in order to remedy the disruption and to keep possible damage as low as possible.

The Client is aware that a characteristic of the accommodation facility of the Provider of Services is among other things the letting of shared rooms/dormitories, that the clients of a shared room share one key and that because of this, persons other than the Client himself have access to the room. The Provider of Services offers the safekeeping of valuables and has placed sufficient lockers for other objects in and/or outside of each shared room.

If the deposited valuables are kept safe by the Provider of Services and other objects are locked in the locker, liability of the Provider of Services shall depend on the statutory regulations, yet not exceeding € 2,500 for valuables and a maximum of € 800 for cash, otherwise the Provider of Services shall be exempted from liability, except in the case of intent or negligence. The Provider of Services shall not be liable for loss or theft from lockers, luggage deposit rooms or generally accessible wardrobes. The liability claims expire unless the Client notifies the Provider of Services immediately after having obtained knowledge of the loss, destruction or partial damage (§ 703 BGB).

§ 8 Data Protection, Handling of Personal Data

The Provider of Services is required to save Client personal data (e.g. name, address, banking details, phone number) within statutory periods as part of business correspondence for 6 years and invoices for 10 years, respectively; this also applies to e-mails and data base entries. This data is archived in regular intervals in order to make sure that the storage obligations are fulfilled, and that the number of persons with access to this data is kept as small as possible. In no event will this data be misused or passed on to third parties.

§ 9 Protection of Privacy

When booking a bed in a shared room/dormitory you share the room and the key with third persons unknown to you. Should you not agree with this, please book a private room.

§ 10 Final Provisions

Amendments or supplements to the Contract, the acceptance of the application or these Terms of Business for hostel accommodation require the written form. Any amendments or supplements by the Client shall be of no effect. Place of performance and place of payment shall be the registered office of the Provider of Services. The exclusive place of jurisdiction – also for disputes over cheques and promissory notes – shall be the registered office of the Provider of Services for commercial transactions. Should one contracting partner fulfill the preconditions of § 38, para. 2 ZPO (German Code of Civil Procedure) and not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the place of the registered office of the Provider of Services.

German law shall apply. The application of the UN Sales Convention and the law of conflicts shall be excluded.

Should individual provisions of these General Terms and Conditions become ineffective or be or become void, the effectiveness of the other provisions shall not be affected.