



# HOSTEL

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YOUTH HOSTEL · HOTEL · CONFERENCE CENTER BERLIN · DRESDEN · HAMBURG · MUNICH · PRAGUE

A&O HOTEL and HOSTEL Hamburg GmbH (Fil. d. Hammer Landstr. 170) · Amsinckstr. 2-10 · 20097 Hamburg

## General Terms and Conditions for the Accommodation Contract with A&O Hotel and Hostel Hamburg GmbH

### § 1 Scope

(1) These general terms and conditions apply to all contracts for the letting of hotel/hostel rooms for accommodation purposes and to all other services rendered by A&O Hotel and Hostel Hamburg GmbH to its clients.

(2) The subletting of the rented rooms and the use of rooms for purposes other than accommodation requires prior written consent from A&O Hotel and Hostel Hamburg GmbH, whereby, if the client is not a consumer, section 540, sub-section 1, sentence 2 of the German Civil Code shall be waived.

(3) The general terms and conditions of our clients will only take effect when they have been previously arranged and agreed to in writing.

### § 2 Conclusion of the Contract, Contracting Parties, Contractual Liability Limitation

(1) The contract shall come into effect upon the acceptance of the client's request for accommodation by A&O Hotel and Hostel Hamburg GmbH. A&O Hotel and Hostel Hamburg GmbH may, at its discretion, confirm the room reservation in writing.

(2) The contracting parties are A&O Hotel and Hostel Hamburg GmbH and the client. Should the client's room have been booked on his behalf by a third party, the client and the third party shall be liable vis-à-vis A&O Hotel and Hostel Hamburg GmbH as joint and several debtors for all the obligations arising under the Hotel/Hostel accommodation contract, as long as A&O Hotel and Hostel Hamburg GmbH is in possession of a declaration by the third party consenting to this term.

(3) In principle, all claims against A&O Hotel and Hostel Hamburg GmbH become statute barred one year after the commencement of the regular limitation period, dependent on the claimant having actual knowledge, laid down in section 199, sub-section 1 of the German Civil Code. Compensation claims become

statute barred in five years, independently of the claimant having actual knowledge. These reductions in the limitation period do not apply to claims based on an intentional or negligent breach of duty by A&O Hotel and Hostel Hamburg GmbH.

### § 3 Services, Prices, Payment, Set-Off

(1) A&O Hotel and Hostel Hamburg GmbH is obliged to have the rooms reserved by the client available, and to render the agreed services.

(2) The client is obliged to pay the applicable or agreed prices of A&O Hotel and Hostel Hamburg GmbH for the room and the services he took advantage of. This also applies to services, whereby the client causes A&O Hotel and Hostel Hamburg GmbH to provide to third parties and to expenses, which the client causes A&O Hotel and Hostel Hamburg GmbH to incur vis-à-vis third parties.

(3) The agreed prices include the relevant statutory Value Added Tax (VAT). Should the Value Added Tax be increased by law A&O Hotel and Hostel Hamburg GmbH shall be entitled to adjust the agreed prices accordingly.

(4) Furthermore A&O Hotel and Hostel Hamburg GmbH shall be entitled to change its prices, should, after conclusion of the contract, the client wish to make changes to the number of rooms reserved, or services provided by A&O Hotel and Hostel Hamburg GmbH for the length of the guests' stay as long as A&O Hotel and Hostel Hamburg GmbH agrees to such changes.

(5) Invoices issued by A&O Hotel and Hostel Hamburg GmbH which do not bear a due date shall be due and payable in full without any deduction within ten days of receipt. A&O Hotel and Hostel Hamburg GmbH shall be entitled to make accumulating accounts receivable due and payable at any time and to demand immediate payment. In the event of default by the client A&O Hotel and Hostel Hamburg GmbH shall be entitled to charge the statutory default interest,

currently 8%, and in the case of legal transactions involving a consumer A&O Hotel and Hostel Hamburg GmbH shall be entitled to charge interest at 5% above the basic rate. A&O Hotel and Hostel Hamburg GmbH reserves the right to prove that the damage incurred is greater than this amount.

(6) A&O Hotel and Hostel Hamburg GmbH are entitled, upon conclusion of the contract or thereafter, taking into consideration the legal provisions relating to package holidays, to demand a reasonable advance payment or security deposit. The amount and date of advance payment can be agreed in writing in the contract.

(7) Claims which A&O Hotel and Hostel Hamburg GmbH have against the client can only be set-off against or reduced by incontestable or res judicata claims which the client has against A&O Hotel and Hostel Hamburg GmbH.

### § 4 Rescission by the Client (Cancellation), Failure to use services provided by A&O Hotel and Hostel Hamburg GmbH

(1) Cancellation period:  
Unless agreed otherwise in the contract, the following time limits on cancellation shall apply:

#### Groups of 10+ persons:

- until 8 weeks prior to arrival date free of charge
- from 55 days to 5 days prior to arrival date 50% of the agreed total price
- from 4 to 2 days prior to arrival date 75% of the agreed total price
- one day prior to arrival date 90% of the agreed total price

#### Valid for bookings from 01/04/2008:

#### Groups of 10+ persons in Hostel:

- until 6 weeks prior to arrival date free of charge
- from 4 weeks prior to arrival date 50% of the agreed total price

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RDA



Das Reizenetz



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- from 8 days prior to arrival date 75% of the agreed total price
- from 7<sup>th</sup> day prior to arrival 90% of the agreed total price

#### Groups of 10+ persons in Hotel:

- until 8 weeks prior to arrival date free of charge
- from 4 weeks prior to arrival date 50% of the agreed total price
- from 8 days prior to arrival date 75% of the agreed total price
- from 7<sup>th</sup> day prior to arrival 90% of the agreed total price

#### Individuals and FIT's up to 10 persons:

- From two days prior to arrival until 6.00pm (local time at hotel/hostel) free of charge. There is a cancellation fee of 100% of the first night, should the client cancel the room(s) after the aforementioned cancellation period. In a case of non-arrival 100% of booking costs will be charged. It's the same for short-term bookings, within two days before arrival.

- Any discounts or special offers booked through online booking engines are irreversible.

- Guests who have booked through the A&O-homepage ([www.aohostels.com](http://www.aohostels.com)) directly, have the option to add a "hotel cancellation protection" for EUR 5,-(incl. tax). This cancellation protection avoids any cancellation fees incl. charges in case of non-arrival or short-term-cancellation.

(2) A rescission by the client of the contract entered into with A&O Hotel and Hostel Hamburg GmbH must be made in writing and requires written consent from A&O Hotel and Hostel Hamburg GmbH. Failure to obtain the written consent of the Hotel/Hostel will result in the client being obliged to pay the contractually agreed price, even if he does not make use of the contractual services. This provision shall not apply, if it causes a breach of duty by A&O Hotel and Hostel Hamburg GmbH to make allowance for the rights, legal interests and other interests of the client, in the event that such rights and interests should make it unreasonable to expect the client to stick to the contract, or should entitle the client to any other statutory or contractual right of rescission.

(3) If A&O Hotel and Hostel Hamburg GmbH and the client have agreed in writing that the contract can be rescinded free of charge within a certain period, the

client may rescind the contract within this period without triggering claims for payment or damages by A&O Hotel and Hostel Hamburg GmbH. The client's right of rescission shall expire, if not exercised in writing vis-à-vis A&O Hotel and Hostel Hamburg GmbH, except in cases where the client has a right of rescission pursuant to paragraph 1, and sentence 3.

(4) If the client fails to use a reserved room, A&O Hotel and Hostel Hamburg GmbH must deduct from its bill to the client the amount it receives for rehiring the room, should it manage to do so, the costs are saved through the client's non-appearance.

(5) A&O Hotel and Hostel Hamburg GmbH may, at its discretion, demand payment of the contractually agreed price and deduct the saved costs at a flat rate. In this case, the client shall be obliged to pay at least 90% of the contractually agreed price. The client shall be free to prove that the aforementioned claim does not exist or is lower than provided here.

(6) A&O Hotel and Hostel Hamburg GmbH recommend that its clients take out insurance to protect themselves should any travel cancellation occur.

#### § 5 Rescission by A&O Hotel and Hostel Hamburg GmbH

(1) If it has been agreed in writing that the client may rescind the contract free of charge within a certain period, A&O Hotel and Hostel Hamburg GmbH shall also be entitled to rescind the contract within this period in the event that the Hotel/Hostel receives enquiries from other interested parties about the reserved rooms under contract and the client refuses, when asked by A&O Hotel and Hostel Hamburg GmbH, to waive his right of rescission.

(2) Should the client have failed to pay an agreed advance or an advance demanded in accordance with Article 3, paragraph 6 of these General Terms and Conditions even after expiry of a reasonable period of grace granted by A&O Hotel and Hostel Hamburg GmbH, A&O Hotel and Hostel Hamburg GmbH shall also be entitled to rescind the contract. A&O Hotel and Hostel Hamburg GmbH may, at its discretion, demand payment of a cancellation charge in accordance with Article 4, paragraph 1.

(3) Furthermore A&O Hotel and Hostel Hamburg GmbH shall be entitled to

rescind the contract, if it has objective justification, if, for instance:

- for reasons of force majeure or other circumstances beyond the control of A&O Hotel and Hostel Hamburg GmbH it becomes impossible to fulfill the contract;
- rooms are reserved on the basis of misleading or false information with regard to material facts such as the client's identity or the purpose of the room reservation;
- A&O Hotel and Hostel Hamburg GmbH has justified reason to believe that the client's use of Hotel/Hostel services may jeopardize the smooth running of business, security or public reputation of A&O Hotel and Hostel Hamburg GmbH without this being attributable to shortcomings in the organization of A&O Hotel and Hostel Hamburg GmbH or other areas within its control.
- the provisions laid down in Article 1, paragraph 2 of these General Terms and Conditions have been violated.

(4) A legitimate rescission of the contract by A&O Hotel and Hostel Hamburg GmbH does not give the client grounds to claim compensation.

(5) A&O Hotel and Hostel Hamburg GmbH reserves the right to make a reservation for the client in another A&O Hotel/Hostel in the same city and of the same category, and will inform the customer immediately, up to four weeks before his arrival. In this case the client shall be entitled to rescind the contract free of charge.

#### § 6 Room Allocation, Beginning and End of Room Occupancy

(1) A reservation does not entitle the client to a specific room or rooms.

(2) Reserved rooms shall be available for occupancy from 4 p.m. on the agreed day of the client's arrival. The client shall not be entitled to occupy the room(s) earlier than this.

(3) On the agreed day of departure the client must vacate the room by 10 a.m. (Mon-Fri) and by 11 a.m. (Sat, Sun + public holidays) at the latest. If the client does not vacate the room by the specified time A&O Hotel and Hostel Hamburg GmbH shall be entitled to charge 50% of the full room rate as published in the price list until 6 p.m. for reasons of non-contractual occupation, and if the client vacates the room after 6 p.m. 100% of the full room rate will be charged. This shall



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not constitute any contractual claims on the part of the client. Guests, who have booked a single or double room through the A&O-homepage ([www.aohostels.com](http://www.aohostels.com)) directly, have the option of adding "late-check-out", extending the check-out time till 2 p.m.

## § 7 Liability of A&O Hotel and Hostel Hamburg GmbH

(1) A&O Hotel and Hostel Hamburg GmbH shall be liable for the fulfillment of its obligations under this contract with the care and diligence of a prudent businessman. Claims for compensation on the part of the client shall be excluded. This does not apply to claims relating to death, body injury or damage to health in cases involving a breach of duty by A&O Hotel and Hostel Hamburg GmbH, or to damages caused as a result of an intentional or grossly negligent breach of contractual duties by A&O Hotel and Hostel Hamburg GmbH, and to damages caused as a result of an intentional or negligent breach of typical contractual obligations by A&O Hotel and Hostel Hamburg GmbH. A breach of duty by a legal representative or vicarious agent of the Hotel/Hostel shall constitute a breach of obligation by A&O Hotel and Hostel Hamburg GmbH. A&O Hotel and Hostel Hamburg GmbH shall endeavor to remedy any interferences with or defects in the performance of this contract as soon as it becomes aware of them or as soon as it receives notification from the client, who should give such notification immediately. The client is obliged to take any reasonable action to remedy the problem and to keep potential damage to a minimum.

(2) The liability of A&O Hotel and Hostel Hamburg GmbH vis-à-vis the client for property brought into the hotel/hostel shall be limited in accordance with the statutory provisions, i.e. up to one hundred times the room rate, but shall not exceed 3,500.00 Euros. The liability of the Hotel/Hostel for cash money, securities, valuables and precious objects shall be limited to 800.00 Euros. Cash money, securities, valuables and precious objects with a maximum value of up to 1,000.00 Euros may be kept in the hotel safe. A&O Hotel and Hostel Hamburg GmbH recommends that clients make use of this service. Liability claims shall lapse, if the client does not inform A&O Hotel and Hostel Hamburg GmbH immediately upon becoming aware of loss, destruction or

damage to property (section 703 of the German Civil Code). With regard to more far-reaching liability on the part of A&O Hotel and Hostel Hamburg GmbH the aforementioned paragraph 1, sentences 2 & 3 shall apply accordingly.

(3) The allocation of parking space in the hotel/hostel garage or in the hotel/hostel car park, even against payment of a fee, does not constitute a custody agreement. A&O Hotel and Hostel Hamburg GmbH does not accept any liability for loss or damage to any vehicle, or the contents thereof, which occurs on hotel/hostel property, except in the event of intention or gross negligence. The aforementioned paragraph 1, sentences 2 to 3 shall apply accordingly.

(4) Any messages, mail or goods, which arrive for guests, will be handled with care. A&O Hotel and Hostel Hamburg GmbH will deliver, hold, and, for a fee, forward these messages, mail or goods to guests, who already departed. The aforementioned paragraph 1, sentences 2 to 3 shall apply accordingly.

## § 8 Concluding Provisions

(1) Amendments and supplements to the contract, to the acceptance proposal and these Terms and Conditions for Hotel/Hostel Accommodation Contracts must be made in writing. Amendments or supplements made by the client are not valid.

(2) Place of performance and place of payment shall be the place of the registered head office of A&O Hotel and Hostel Hamburg GmbH.

(3) The exclusive place of jurisdiction for any and all commercial transactions, including for disputes concerning checks or bills of exchange, shall be the place of the registered head office of A&O Hotel and Hostel Hamburg GmbH. In the event that one of the parties to this contract does not satisfy the requirements of section 38, sub-section 2 of the German Code of Civil Procedure and does not have a place of general jurisdiction in Germany the place of jurisdiction shall be the place of the registered head office of A&O Hotel and Hostel Hamburg GmbH.

(4) German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions shall be excluded.

(5) Should any of the provisions contained in these General Terms and Conditions for Hotel/Hostel Accommodation Contracts be or become invalid or void, the remaining provisions will not be affected as a result and remain in full force and effect. Statutory provisions shall also apply.

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