



HOSTEL

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

A&O HOSTEL Praha s.r.o. · U Vystavyste 1/262 · 170 00 Prague 7

Translation from the German language

**General terms and conditions of the contract for accommodation in
A&O Hostel Praha s.r.o. (Ltd),
U Vystavyste 1/262
170 00 Prague 7**

§ 1

Scope

- (1) These general terms and conditions shall be valid for any and all contracts for rented accommodation in hostel rooms and for all additional services and facilities of the A&O Hostel Praha s.r.o. the client took advantage of.
- (2) Subletting or subleasing of the rented rooms shall be subject to prior written consent of the A&O Hostel Praha s.r.o., whereby Article 540, paragraph 1, sentence 2 of German Civil Code (BGB) shall be contracted out provided the client is not the user.
- (3) Terms and conditions of business of the client shall only be applied, if this has been expressly agreed in writing before.

§ 2

Conclusion of the Contract, Contracting Party, Limitation of Action

- (1) The contract has been brought about when the A&O Hostel Praha s.r.o. accepts the request of the client. It shall be left to the discretion of the A&O Hostel Praha s.r.o. to confirm the room reservation in writing.
- (2) The A&O Hostel Praha s.r.o. and the client are the contracting parties. In the event that a third party booked on behalf of the client, this party shall be jointly and severally liable to the A&O



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Hostel Praha s.r.o. for any and all obligations resulting from the contract of hostel accommodation provided the A&O Hostel Praha s.r.o. has received a respective statement of the third party.

- (3) Any claims against the A&O Hostel Praha s.r.o. shall be time-barred principally after one year from the commencement of the regular limitation period dependent on taking of notice pursuant to Article 199, paragraph 1 of German Civil Code (BGB). Independent on taking of notice compensation claims shall be time-barred after five years. The shortening of the Statute of Limitation shall not be valid for claims because of an intentional or negligent breach of duty by the A&O Hostel Praha s.r.o..

§ 3

Services, Prices, Payment, Set-off

- (1) The A&O Hostel Praha s.r.o. shall be under the obligation to have available the rooms reserved by the client and to render the agreed services.
- (2) The client shall be under the obligation to pay the valid or agreed prices of the A&O Hostel Praha s.r.o. for the accommodation and the services he/she made use of. It shall also apply to services and expenses of the A&O Hostel Praha s.r.o. rendered by or paid to third parties upon the request of the client.
- (3) The agreed prices include the respective statutory Value Added Tax. In the event that the period between conclusion and performance of the contract exceeds four months and the price calculated by the A&O Hostel Praha s.r.o. for such services increases in general the A&O Hostel Praha s.r.o. shall be allowed to increase the contracted price accordingly, but not more than by 5%.
- (4) Furthermore the prices may be changed by the A&O Hostel Praha s.r.o., if the client requests at a later time changes regarding the number of the reserved rooms, services of the A&O Hostel



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Praha s.r.o. or the duration of the stay of guests and the A&O Hostel Praha s.r.o. gives their consent.

- (5) Bills of the A&O Hostel Praha s.r.o. without date of maturity shall be paid without any deduction within 10 days from the day of receipt. The A&O Hostel Praha s.r.o. shall be entitled to accelerate accrued accounts receivable at any time and to demand immediate payment. In the event of default of payment the A&O Hostel Praha s.r.o. shall have the right to be paid to respective statutory interest on arrears amounting at present time to 8% or in case of legal transactions with the participation of a consumer interest on arrears of 5% above the basic rate of interest. The A&O Hostel Praha s.r.o. shall reserve to themselves the proof of a still greater damage.
- (6) When concluding the contract or at a later time the A&O Hostel Praha s.r.o. shall have the right to claim an adequate advance payment or security taking into consideration the statutory provisions for package holidays. The amount of the advance payment and the term of payment may be laid down in the contract in writing.
- (7) The client shall only be able to set-off or reduce by an incontestable or final and absolute claim against the A&O Hostel Praha s.r.o..

§ 4

Rescission of the contract by the client (cancellation, counter-order), failure to take advantage of the services of the A&O Hostel Praha s.r.o.

- (1) Terms of cancellation

Groups:

- 8 weeks before arrival free of charge
- 55 days – 5th day before arrival 50% of the agreed price
- 4th – 2nd day before arrival 75% of the agreed price
- 1 day before arrival 90% of the agreed price



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Individual travellers:

- 1 day before arrival 100%

- (2) The rescission of the contract concluded with the A&O Hostel Praha s.r.o. by the client shall be subject of written consent of the A&O Hostel Praha s.r.o.. In the event that consent is not given the agreed price has to be paid even in case that the client failed to take advantage of contractual services. It shall not be applied in case of breach of duty by the A&O Hostel Praha s.r.o. to respect rights, objects of legal protection and interests of the client provided that for this reason it would be unreasonable to require the client to adhere to the contract or the client has the right to exercise another statutory or contractual right to rescind the contract.
- (3) Provided that between the A&O Hostel Praha s.r.o. and the client a date of rescission of the contract free of charge was agreed in writing until that date the client can rescind the contract without making any payments to or satisfying any compensation claims of the A&O Hostel Praha s.r.o.. The right of the client to rescind the contract shall expire, if the client does not exercise his/her right to rescind the contract and notifies the A&O Hostel Praha s.r.o. in writing about it until the agreed date provided that it is not a case of rescission of the contract by the client in accordance with paragraph 1, sentence 3.
- (4) In the event that the client did not use the booked rooms the A&O Hostel Praha s.r.o. has to set-off receipts from letting these rooms to other persons as well as saved expenses.
- (5) It shall be left to the discretion of the A&O Hostel Praha s.r.o. to claim the remuneration agreed in the contract and to fix a lump sum for the deduction of saved expenses. In such a case the client shall be obliged to pay at least 90% of the price agreed in the contract. The client shall have the right to prove that the aforementioned claimed expenses did not incur at all or did not occur to such an amount.
- (6) The client shall effect a rescission insurance to cover the damage caused by the cancellation of the reservation. The A&O Hostel Praha s.r.o. will arrange this insurance policy.



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§ 5

Rescission of the contract by the A&O Hostel Praha s.r.o.

- (1) Provided that a right of rescission of the contract for the client free of charge within a stipulated period was agreed in writing the A&O Hostel Praha s.r.o. shall be entitled to rescind the contract during such period in the event that other clients requested to book the contractually reserved rooms and upon enquiry of the A&O Hostel Praha s.r.o. the client did not renounce his right of rescission.
- (2) In the event that an agreed or in accordance with § 3, paragraph 6 of these general terms and conditions claimed advance payment has not been paid even after the expiration of a reasonable period of grace granted by the A&O Hostel Praha s.r.o. , so the A&O Hostel Praha s.r.o. shall also have the right to rescind the contract.
- (3) Furthermore the A&O Hostel Praha s.r.o. shall have the right to rescind the contract for justified reasons by the fact, for instance,
 - in the event of Force Majeure or other circumstances not caused by the A&O Hostel Praha s.r.o., which make the performance of the contract impossible,
 - if rooms were reserved by using misleading or false statements about significant facts, for instance, with respect to the person of the client or the purpose,
 - if the A&O Hostel Praha s.r.o. has justified reason to believe that the use of hostel services can be detrimental to the smooth business operation, to safety and security or to the reputation of the A&O Hostel Praha s.r.o. in the public without being attributable to business operation or organisation of the A&O Hostel Praha s.r.o.,
 - if § 1, paragraph 2 of these general terms and conditions has been violated.
- (4) In case of a justified rescission of the contract by the A&O Hostel Praha s.r.o. the client shall not be entitled to claim compensation.

§ 6



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Room reservation, Arrival and Departure

- (1) The client shall not have the right to the reservation of specific rooms.
- (2) Reserved rooms shall be ready for the client from 3:00 p.m. on the agreed date of arrival. The client shall not have the right to claim that rooms are ready for him at an earlier time.
- (3) On the agreed departure date notice of intention to vacate rooms must be given to the A&O Hostel Praha s.r.o. before 12:00 noon. Otherwise due to the late vacation of rooms exceeding the contractual period of use the A&O Hostel Praha s.r.o. can claim for using rooms until 6:00 p.m. a supplementary charge of 50% of the full price, from 6:00 p.m. a supplementary charge of 100%. Contractual claims of the client with respect to such supplementary charge shall not arise. However, the client shall be free to prove that the claim of the A&O Hostel Praha s.r.o. is not justified at all or that a significantly less claim for loss of receipts did arise.

§ 7

Liability of the A&O Hostel Praha s.r.o.

- (1) The A&O Hostel Praha s.r.o. shall be liable with the diligence of a prudent businessman for their contractual obligation. Compensation claims of the client shall be excluded with the exception of damages caused to the life, the body or the health in the event that the A&O Hostel Praha s.r.o. is responsible for such breach of duty, other damages caused by an intentional or grossly negligent breach of duties by the A&O Hostel Praha s.r.o. and damages caused by an intentional or negligent breach of contractual duties by the A&O Hostel Praha s.r.o.. The breach of duty by a legal representative or an employee shall be treated as equivalent to the breach of duty by the A&O Hostel Praha s.r.o.. In the event of faults or deficiencies of services rendered by the A&O Hostel Praha s.r.o. upon knowledge or upon immediate notice of defects by the client the A&O Hostel Praha s.r.o. will take action to improve matters. The client shall feel obliged to contribute to a reasonable extent to remedy faults and to keep a possible damage as small as possible.



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- (2) According to statutory provisions in force the A&O Hostel Praha s.r.o. shall be liable for personal belongings of the client up to a hundred times the room rate, but not more than 3,500.00 Euros and for cash, securities, jewellery and other valuables up to 800.00 Euros. Cash, securities, jewellery and other valuables up to a maximum amount of 1,000 Euros may be kept in the hostel or room safe-deposit box. The A&O Hostel Praha s.r.o. recommends making use of this possibility. The compensation claims shall expire, if the client does not notify immediately the A&O Hostel Praha s.r.o. of loss, destruction or damage to property as soon as he/she had knowledge about it (Article 703 of German Civil Code). In respect of liability exceeding the before mentioned extent the aforementioned paragraph 1, sentences 2 to 4 shall be applied accordingly.
- (3) In case the client was offered a parking lot in the hostel garage or on one of the hostel's parking spaces – even, if it is charged – no contract of deposit shall be brought about. The A&O Hostel Praha s.r.o. cannot be held responsible for loss or damage in respect of vehicles parked or driven on hostel property and any objects kept inside the vehicle with the exception in case of intention and gross negligence. The aforementioned paragraph 1, sentences 2 to 4 shall be applied accordingly.
- (4) The A&O Hostel Praha s.r.o. shall carry out any morning call orders with greatest care. Incoming messages, mail and parcels for the guests shall be treated with care. The A&O Hostel Praha s.r.o. accepts responsibility for serving, safe-keeping and – upon request – sending them after the already departed guests against charge. The aforementioned paragraph 1, sentences 2 to 4 shall be applied accordingly.

§ 8

Concluding Provisions

- (1) Any alterations and supplements to the contract, to the confirmation of the contract or to these general terms and conditions of the contract for accommodation in the hostel must be made in writing. Any alterations or supplements made by the client shall be ineffective.



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- (2) Place of performance and payment is the place of business of the A&O Hostel Praha s.r.o..
- (3) The competent courts at the place of business of the A&O Hostel Praha s.r.o. shall have exclusive jurisdiction over commercial matters – even over cheque and bill disputes. Provided that one of the contractual parties satisfies the prerequisites of Article 38, paragraph 2 of Code of Civil Procedure and has no general venue within Germany the competent courts at the place of business of the A&O Hostel Praha s.r.o. shall have jurisdiction.
- (4) This contract shall be governed and construed in accordance with German law. The application of UN Uniform Law on the International Sale of Goods and the conflict of laws provisions shall be excluded.
- (5) In the event that any term or condition contained in these general terms and conditions of the contract for accommodation is or shall become ineffective or unenforceable the remaining terms and conditions will not be affected and remain in full force and effect. Otherwise the legal provisions in force shall be applied.



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