

General Terms and Conditions of Accommodation Agreement

with hostel kangaroo-stop, Erna-Berger-Str. 8 -10, 01097 Dresden

I. Coverage

1. These general terms and conditions apply to oral and written agreements concerning the leasing of rooms in our house as well as all additional services and supplies provided by the hostel for the customer.
2. Subleasing or additional leasing of the rooms as well as using the rooms for purposes other than accommodation require prior written agreement of the hostel.
3. General terms and conditions of the customer only apply if defined in prior written agreements with the hostel.

II. Conclusion of agreement, contracting parties; limitation

1. The agreement is concluded when the hostel accepts the booking respectively the affirmation of the reservation by the customer.
2. The contracting parties are the hostel and the customer. If the booking has been made by a third, this other party as well as the customer are liable codebtors concerning all obligations deriving from the accommodation agreement if an accordant statement of the third party is existent.
3. All entitlements towards the hostel prescribe within one year from the beginning of the period of limitation constituted in §199 Absatz 1 BGB, provided that the customer is informed about these terms. Irrespective of this knowledge, all claims for damages become time-barred within five years. The reduction of limitations do not apply in the case of deliberate or negligent neglects of duty on the part of the hostel

III. Services, prices, payment, charging

1. The hostel is obligated to hold the rooms booked by the customer ready and to perform all services as agreed upon.
2. The customer is obligated to pay the announced hostel prices for the accommodation and all additional services as agreed upon. This also applies for services and expenses arranged by the customer on behalf of a third party.
3. The customer is expected to pay cash at arrival or transfer the amount in advance (receipt of payment at least one day before arrival). The prices as agreed are inclusive of VAT as regulated by law. If the time span between the conclusion and fulfillment of the accommodation agreement exceeds a period of four months and the price for the services provided by the hostel increases in the meantime, the price as agreed upon can be raised adequately, not exceeding a 5% increase.
4. In addition, the hostel can change the prices if the customer requests subsequent changes in the number of guests or rooms, in the services provided by the hostel or in the term of stay and the hostel agrees.
5. Invoices with no due date are payable without deduction within 10 days from receipt of the invoice. The hostel is justified to demand prompt payment if the due date has been exceeded. In the case of overdue payment the hostel is justified to charge the effective default interest as regulated by law, which currently is 8% respectively 5% concerning transactions involving a customer. The hostel reserves the right to account for excessive damage.
6. Upon conclusion of the agreement or afterwards, the hostel is justified to ask for reasonable payment in advance or a deposit, taking into account the regulations of public law regarding package tours.
7. The customer can reduce or charge up against a claim made by the hostel with an undisputable or legally binding claim only.

IV. Cancellation of the contract on the part of the customer or renunciation of the usage of the services provided by the hostel

1. Cancelling the accommodation agreement with the hostel on the part of the customer is possible exempt from charges as follows (this applies to booked rooms, not single beds):
 - in case of long-term bookings 7 days before arrival
 - in case of short-term bookings (within 10 days before arrival) at least 5 days before arrival
 - in case of bookings within 2 days before arrival at least 24 hours before arrival
 - in case of group bookings with 6 people or more 10 days, with 10 people or more 2 weeks, and with 15 people or more 3 weeks before arrival (for larger groups, the time limit for the cancellation will be agreed upon contractually and individually; contractual agreements take

priority over the general terms and conditions).

The statement of cancellation will be accepted in written form only.

If this is not the case, the price as agreed upon has to be paid even if the customer does not make use of the stipulated services. This does not apply when the customer can no longer be expected to adhere to the agreement or when he is entitled to another contractual or legal right of withdrawal because of violation of the customer's rights, private goods and interests on the part of the hostel.

2. Provided that a deadline for a cancellation of the contract exempt from charges has been agreed upon in written form, the customer is entitled to cancel the contract until that date without causing claims of payment or compensation on the part of the hostel. The right of withdrawal expires if it is not asserted by the customer in written form until that date unless the claim is a matter of cancellation as described in IV.1.
3. If the customer has not made use of the booked room/bed, the hostel has to set any profit made from renting the room to a third party as well as any saved expenses against the outstanding debts.
4. The hostel shall be at liberty to charge the price as contracted and to determine the discount for saved expenses. In that case, the customer is entitled to pay at least 90% of the price as contracted for accommodation with or without breakfast, 70% for demipension and 60% for full-board arrangements.

V. Cancellation of the contract on the part of the hostel

1. If the advance payment as agreed upon or demanded according to III.6. has not been made even after an additional respite, the hostel is justified to withdraw from the agreement.
2. In addition, the hostel is entitled to withdraw from the contract for matter-of-factly justifiable reasons (even if the customer has already made use of part of the services), e.g. when
 - the performance of the contract is made impossible by force majeure or other circumstances which are not maintainable by the hostel.
 - the booking of the room has been made with misleading or false statements concerning essential facts such as the customer's personal data or his intentions.
 - the hostel has justified reasons to believe that the customer making use of the services services provided by the hostel might put at risk the smooth running of the business, the safety or the reputation of the hostel in public while this risk cannot be attributed to the hostel's domain or organisation.
 - the customer has carelessly handled the hostel's property and deliberately caused or carelessly hazarded damage.
 - a breach of clause I.2 is at hand.
3. In case of justified cancellation of the contract on the part of the hostel the customer has no right to damages.

VI. Provision, presentation and restitution of rooms

1. The customer does not acquire the title of being provided with any particular rooms.
2. Booked rooms are at the customer's disposal from 3 p.m. on the agreed day of arrival. The customer is not entitled to earlier provision.
3. On the agreed day of departure, the room has to be vacated and placed at the hostel's disposal by no later than 11 a.m. After 11 a.m., belated vacation and usage of the room exceeding the agreement authorises the hostel to charge 50% of the price for the lodging (list price) until 6 p.m. and 100% after 6 p.m. Contractual claims of the customer are not accounted for.

VII. Accountability of the hostel

1. The hostel answers its contractual duties with the accuracy of a duly-working businessman. The customer's claims for damages are excluded from cases in which the damages are not the result of intentional or grossly careless neglect of duty on the part of the hostel. If dysfunctions or deficiencies concerning the services provided by the hostel should present themselves, the hostel will make the effort of correcting those upon knowledge or reprehension of a customer. The customer is committed to contribute to reasonable degree to correct the dysfunction and to keep possible damage at a minimum.
2. The hostel is liable for properties and objects of value brought by the customer to the extend of the effected business liability insurance under the provisions of the law. The hostel assumes no liability for major amounts of money, valuables, treasuries and so on. We recommend that the customer deposits those in a nearby bank.
A parking space provided by the hostel for the customer on a parking lot or in a garage owned by the hostel, even for a fee, does not establish a contract of secure custody. The hostel is not liable for the

loss or damage of automobiles parked or moved on hostel property, neither for the loss or damage of the contents of those automobiles.

VIII. Final clauses

1. Amendments to the accommodation agreement, the acceptance of a request or these General Terms and Conditions for the accommodation in the hostel can only be carried out by the customer in written form and have to be confirmed in writing by the hostel. Unilateral amendments by the customer are invalid.
2. Performance and payments are carried out at the domicile of the hostel.
3. The exclusive place of venue – even concerning cheque and exchange disputes – in business dealings is the domicile of the hostel. Provided that a contractual partner complies with the requirements of § 38 Abs. 2 ZPO and has no general place of venue in the inland, the domicile of the hostel is to be regarded as the place of venue.
4. German law applies. The Uniform Law on the International Sale of Goods (CISG) and the Law of Conflicts do not apply.
5. In case some regulations of these General Terms and Conditions are or become invalid or void for the accommodation in the hostel, the validity of the other clauses is not effected. For the rest, regulations of the law apply.

Last update: 11/2008