



Jaeger's Hotel Hostel; Senefelderstr. 3; D-80336 München; Tel: +49(0)89 555281; Fax: +49(0)89 592598; info@jaegershotel.de

**GENERAL TERMS AND CONDITIONS OF THE HOTEL/HOSTEL
ACCOMMODATION CONTRACT
OF THE JAEGER'S HOSTEL GMBH AS AT 2009-12-01**

I. SCOPE

1. These General Terms and Conditions apply for the Hotel/Hostel Accommodation Contract as well as all other services and supplies rendered to the Guests by the JAEGER'S HOSTEL GMBH with the following trade name:

Jaeger's Hostel GmbH
Senefelderstr. 3
D-80336 München
Germany

2. Deviating terms, also to the extent included in the General Terms and Conditions of the Guest or the Ordering Party, shall not apply unless expressly approved by the Hotel in writing.

II. CONCLUSION OF THE CONTRACT

1. Upon the Guest's request for reservation, a hotel accommodation contract is brought about by the Hotel's corresponding confirmation of the reservation (hereinafter referred to as „Contract“).

2. Contractual partners are the Hotel and the Guest. If a third party has made the reservation on behalf of the Guest, this party shall be liable vis-à-vis the Hotel jointly and severally with the Guest for all obligations resulting from the Contract if the Hotel is in possession of a corresponding declaration given by the Ordering Party. Independent thereof, any Ordering Party is obliged to pass on all booking related information to the Guest, in particular the present General Terms and Conditions.

3. Sub- and re-leasing of rooms as well as their usage for purposes other than accommodation require the prior written consent of the Hotel.

4. Bookings can only be done by contractually capable people.

III. SERVICES, PRICES, PAYMENT

1. The Hotel is obliged to have the booked rooms available according to the present General Terms and to fulfil the services agreed.

2. The Hotel is by virtue of important reasons fully entitled to accommodate the Guest in another hotel or guest house with comparable standard and service for the price agreed without recourse.



3. The Guest is obliged to pay the prices applying to or agreed on for the provision of accommodation and additional services he / she has made use of / booked. This also applies to services and expenses of the Hotel vis-à-vis third parties incurred for performances rendered upon the Guest's request.
4. The prices agreed include the applicable statutory Value Added Tax. In case the period between the conclusion and performance of the Contract exceeds four months, and if the prices usually charged by the Hotel for such services have increased in the meantime, the Hotel may increase the contractually agreed price accordingly, but, by no more than 10 per cent maximum.
5. The prices may be also changed by the Hotel if the Guest subsequently wants to change the number of the booked rooms, the service of the Hotel or the duration of the Guests' stay and the Hotel gives its consent thereto.
6. Upon receipt, invoices issued by the Hotel shall become payable immediately without deduction. The Guest shall be in default at the latest upon failure to pay within 7 days after the due date and receipt of an invoice. This shall apply vis-à-vis a Guest who is consumer only if these consequences were specified in the invoice. In the case of default of payment, the Hotel is entitled to charge consumers interests in the amount of 5 per cent above the base rate. For business transactions, the default interest rate is 8 per cent above the base rate. The right for the Hotel to prove a higher damage is reserved. For each reminder sent after default occurs, the Hotel may charge a reminder fee of EUR 5.00
7. The Hotel is entitled to request, on the conclusion of the Contract or later, a reasonable advance payment or security. The amount of the advance payment and its due date may be agreed in the Contract in writing. Moreover, the Hotel is entitled to call and declare as due claims accruing during the Guest's stay by issuing an interim invoice and requesting immediate payment.
8. For groups of 10 or more, a deposit in the amount of 100 per cent of the total booking price is due four weeks after receipt of booking confirmation unless otherwise arranged beforehand. This does not apply for group bookings made on short notice within eight weeks of arrival; in such cases, the bill must be paid in full immediately upon receipt of booking confirmation.
9. The total amount (less the deposit), as detailed in an itemised bill, is due upon arrival unless otherwise arranged beforehand.
10. The Guest shall be entitled to a set-off or a reduction as against a claim of the Hotel with only undisputed or unappealable legally binding claims.

IV. REVOCATION BY THE GUEST (CANCELLATION, FAILURE TO TAKE ADVANTAGE OF SERVICES BOOKED)

1. The reservation of rooms are for both parties, hotel and client / guest binding (if there is a written confirmation either by email or by fax available). In this respect, the following provisions shall apply:



2. Generally individual bookings for up to 9 persons can be cancelled free of charge until 48 hours before date of arrival (11.59 pm). In case of a shorter termed cancellation within the 48 hours before arrival or in case of a no show, the Hotel is entitled to charge 100 percent of the contractually agreed total amount of the booked accommodation.
3. For groups of 10 or more persons the following cancellation policies apply. The above provisions on the compensation shall apply if no other regulations have been declared in the contract. Cancellations made by the guest respectively on the part of the intermediary person or organisation are free of charge up to 30 days before expected arrival.
For cancellations made within 30 days prior to arrival, the following cancellation fees apply; these fees also apply for bookings made within 30 days of expected arrival:
 - a) For cancellations made 29 to 15 days before expected arrival, 30 per cent of the contractually agreed total amount of the booked accommodation will be due.
 - b) For cancellations made 14 to 4 days before expected arrival, 50 per cent of the contractually agreed total amount of the booked accommodation will be due.
 - c) For cancellations made 3 days before expected arrival, 70 per cent of the contractually agreed total amount of the booked accommodation will be due.
 - d) Guests who cancel within 2 days before their expected arrival or simply do not show up will be charged 100 per cent of the contractually agreed total amount of the booked accommodation.
4. For trade fairs and for Oktoberfest the hotel can't refund any payments. Cancellations for these dates will be charged 100 percent.
5. The hotel is not responsible for any cancellations due to superior forces. In these cases, the cancellation policies of point 2 to 4 apply.
6. The guest has a low quantum of damages, the hostel a higher.
7. All cancellations shall be done in due time in written form (either by email or fax).

V. REVOCATION BY THE HOTEL

1. In case an advance payment or security agreed in clause III para. 6 is not performed within a period prescribed for this purpose, the Hotel is also entitled to revoke the Contract.
2. Moreover, the Hotel shall be entitled to extraordinary revocation of the Contract for good cause, in particular, if force majeure or other circumstances which do not fall under the scope of responsibility of the Hotel make it impossible to perform the Contract; misleading or incorrect statements of material facts have been used in booking rooms, for example, with respect to the person of the Guest, or the purpose; the Hotel has justified reason to assume that in case the Guest makes use of the Hotel's services the smooth business operations, safety, or reputation of the Hotel in the public may be impeded, without such matters being attributable to the Hotel's power of control or organisation; an unauthorised sub-lease or further lease according to clause II para. 3 exists; a case of clause VI para. 3 exists; the Hotel has gained knowledge that the financial situation of the Guest has considerably worsened after conclusion of contract, in particular if the Guest does not pay for due claims of the Hotel or



does not provide sufficient security and as a result payment claims of the Hotel appear to be endangered; the Guest has filed an application for the opening of insolvency proceedings, made an affidavit according to Sec. 807 of the German Code of Civil Procedure, initiated extra-judicial proceedings for the settlement of debts or suspended its payments; insolvency proceedings are opened on the assets of the Guest or the opening of the same is rejected for lack of assets or any other reasons.

3. The Hotel is obliged to inform the Guest of the exercising of the revocation right in writing without delay.

4. In the above cases of revocation the Guest is not entitled to compensation for damage.

VI. ARRIVAL AND DEPARTURE

1. The Guest is not entitled to the provision of certain specific rooms unless the Hotel has confirmed the provision of certain rooms in writing. For groups of 10 or more, the hotel retains the right to determine the type of accommodation provided (i.e. to determine the allocation of singles, doubles and multi bed rooms). The hotel will, however, take guest requests into consideration and do its best to grant them when possible. The exact apportionment of rooms will be provided in the booking confirmation.

2. Booked rooms shall be at the Guest's disposal from 3.00 p.m. on the agreed date of arrival. The Guest shall not be entitled to an earlier provision.

3. Booked rooms shall be taken by the Guest on the agreed date of arrival by 8.00 p.m. at the latest. Unless a later time of arrival has been guaranteed by credit card or prepayment, the Hotel has the right to place the booked rooms with other guests after 8.00 p.m., without the contractual party being able to claim any compensation as a result thereof. In so far, the Hotel is entitled to revocation.

4. On the agreed date of departure, the rooms shall be vacated and at the Hotel's free disposal by 10.00 a.m. at the latest. Thereafter, the Hotel may charge, beyond the damage incurred to it thereby, 70 per cent of the daily room rate for the additional use of the room until 6.00 p.m., and from 6.00 p.m. 100 per cent of the full applicable price for lodging including breakfast. The Guest is free to prove vis-à-vis the Hotel that no damage or a considerably lower damage has been incurred to the Hotel.

5. For groups of 10 or more, the hotel must be provided with a list of the full names and dates of birth of all group members no later than upon arrival.

6. If the actual number of guests exceeds the number booked and expected, accommodation is not guaranteed for these additional group members.

VII. OTHER REGULATIONS AND TERMS

1. Adherence to the most up-to-date version of the House Rules is stipulated in this contract. These can be downloaded from the Jaeger's Hostel GmbH Website or requested at hotel reception. Groups of 10 or more must read and sign a copy of these House Rules at the latest upon arrival.



2. People under the age of 18 are not allowed to sleep in the 40 bedded dormitories. In all other room categories they have to be accompanied by a full aged person or show a letter of agreement of a legal guardian.

2.1 Individual travellers over the age of 35 are not allowed to sleep in any category of dormitories

3. Only guests staying in private rooms may bring animals and large medical devices with them.

4. When both accommodation and breakfast have been booked, breakfast will be served on the morning following each overnight stay. When room and half- or full-board have been booked, the first meal served will be dinner on the day of arrival, unless otherwise arranged beforehand. When half-board has been booked, the last meal will be breakfast on the day of departure; when full-board has been booked, the last meal will be lunch (in-house or packed) on the day of departure. When either half- or full board have been booked, meal times will be discussed and determined upon arrival at the latest.

VIII. LIABILITY OF THE HOTEL, LIMITATION

1. The guest is liable for all inventory losses and damages caused by misuse, carelessness or negligence. Should the guilty individual not come forward or be discovered, the group as a whole will be held liable. Upon the arrival of a group, the hotel retains the right to collect a security deposit in the amount of EUR 10.00 per person, though not exceeding a total of EUR 500.00 for the group. Upon departure, this deposit will be reimbursed in full so long as no damage to hotel property has been caused by the group.

2. If any interference with the performance of any obligation or if defects in the services of the Hotel occur, the Hotel will, on immediate complaint of the customer, endeavour to remedy the same. If the Guest fails culpably to notify a defect to the Hotel, this shall not result in a right to reduce the contractually agreed remuneration.

3. The Hotel is liable for all damage arising from the injury to life and limb according to the statutory provisions.

4. The Hotel shall be liable for any other damage caused by slight negligence only if such damage results from the violation of a material contractual obligation or a cardinal duty in a way that endangers the purpose of the Contract. In these cases liability shall be limited to the damage typically foreseeable for such type of contract.

5. For any other damage the Hotel's liability shall moreover be limited to a maximum amount of maximum EUR 2000.00 in case of damage to property and to a maximum amount of EUR 3000.00 in the case of mere pecuniary loss, in each individual case of damage and in all cases of damage resulting from or in connection with the contractual performance. Such limitation and exclusion of liability shall not apply if the Hotel's legal representatives or executives are responsible for wilful intent or gross negligence.

6. The foregoing limitations of liability shall apply for any claims for damages, irrespective of their legal basis including claims arising from tort. Aforementioned limitations of liability shall also apply in cases of any claims for damages of a Guest against employees or vicarious



agents of the Hotel. They do not apply in the cases of liability for a defect after a guarantee for the quality of an object or a work was given, or in cases of fraudulently concealed defects or injury to persons.

7. The Hotel treats with care messages, mail and consignment of goods for the Guests. The Hotel shall ensure delivery, storage and, upon request and against payment forwarding of the same as well as of found items upon inquiry. Claims for damages are excluded, except in cases of gross negligence or wilful intent. The Hotel is entitled to hand over the aforementioned objects to the local lost property office after a storage period of one month at the latest and charging a reasonable fee.

8. The Guest's claims for damages shall fall under the statute of limitations two years at the latest from the time the Guest obtains knowledge of the damage, or, irrespective of this knowledge, three years at the latest after the damaging event. This shall not apply to the liability for damages arising from the injury to life or limb as well as for any other damage based on a breach of duty thorough wilful intent or gross negligence on the part of the Hotel, a legal representative or a vicarious agent of the Hotel.

IX. FINAL PROVISIONS

1. Changes or amendments to the Contract, in the acceptance of the offer or to these General Terms and Conditions for the Hotel Accommodation Contract shall be made in writing.

Unilateral changes or modifications on the part of the customer shall be invalid.

2. Place of performance and payment shall be the registered office of the Hotel.

3. Exclusive place of jurisdiction in the business transactions – also in the case of disputed cheques and bills of exchange – shall be the registered office of the Hotel. To the extent a contractual partner does not have a general place of jurisdiction within the territory of the Federal Republic of Germany, the place of jurisdiction shall be the registered office of the Hotel. However, the Hotel is also entitled to institute complaints and other legal proceedings also at the general place of jurisdiction of the Guest.

4. For bookings in Germany, German federal law applies. The Uniform Law on the International Sale of Goods and the Conflicts of Law do not apply and may not be applied.

5. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Moreover the statutory provisions shall apply.