

# **General Terms and Conditions for the Hotel / Hostel Accommodation Agreement at Sleepy Lion Hostel, Youth Hotel & Apartments Leipzig**

## **§1 Scope**

- (1) These Terms and Conditions apply to all agreements concerning the rented provision of Hotel/Hostel rooms as accommodation and all other deliveries and services provided to Customers by Sleepy Lion Hostel Leipzig.
- (2) The Customer's Terms and Conditions shall only apply if we have issued prior and explicit recognition of these Terms and Conditions in writing.

## **§2 Conclusion of the contract, contractual partners, limitation period**

- (1) The agreement comes into force upon acceptance of the Customer's booking request by the Hostel. It is at the discretion of the Hostel to confirm room reservations in writing.
- (2) The Hostel and the Customer are the contractual partners. Any third parties placing bookings with the Hostel on behalf of the Customer shall be jointly and severally liable to the Hostel for all obligations detailed within the Hostel Accommodation Agreement, provided this arrangement is suitably confirmed by the third party.
- (3) All claims against the Hostel shall lapse in all occasions from the begin of the regular limitation period set forth in Sec. 199 (1) German Civil Code (BGB), which is itself dependent upon knowledge of the incident underlying the claim. Irrespective of knowledge, claims to compensation shall lapse after five years. Any shortening in limitation period shall not apply to claims based on wilful or negligent breach of contract on the part of the Hostel.

## **§3 Services, prices, payment, offset**

- (1) The Hostel undertakes to provide the room booked by the Customer and the services that are agreed.
- (2) The Customer undertakes to pay at no later date than upon departure from the Hostel the prices agreed with the Hostel or otherwise applicable prices for the provision of the accommodation and for all services claimed. This shall apply equally to all services and expenses provided or incurred by the Hostel to third parties on behalf of the Customer.
- (3) The Hostel shall charge a down payment for group bookings. The remaining amount is payable approximately 3 weeks before arrival.
- (4) The agreed Terms and Conditions of Payment apply in each case to travel operators.
- (5) The agreed prices include the valid rate of Value Added Tax. Other taxes such as guest tax, tourism or cultural promotion tax (so-called "bed tax") etc. are not included in the price. The guest has to pay these taxes in addition to the overnight price.
- (6) The Hostel is entitled to modify the prices in the event that the Customer requests subsequent changes to the number of booked rooms, the services requested of the Hostel or the duration of stay, provided the Hostel agrees to these changes.
- (7) Invoices not detailing a particular maturity are payable in full within 10 days of receiving the invoice. The Hostel is entitled at any time to declare due any late payments and to demand immediate payment. In the event that the Customer shall be in arrears, the Hostel is entitled to demand the valid rate of arrearage interest currently amounting to 8% – or 5% transactions in which a consumer is involved – above the base interest rate. The Hostel is entitled to submit evidence that it has incurred greater damage.
- (8) The Hostel is entitled upon conclusion of the agreement or thereafter to demand an appropriate down payment or deposit, giving due consideration to the legal provisions

governing package tours. The amount of this down payment can be agreed in writing in the contract.

#### **§4 Withdrawal by the Customer(cancellation, termination), failure to claim the services from the Hostel**

- (1) The following cancellation periods shall apply, unless otherwise agreed in the contract:

##### **Reservations up to 8 persons:**

- up to 72 hours before arrival a cancellation is possible free of charge. Exceptions to this are certain periods in which bookings cannot be cancelled free of charge. These periods are visible on our booking page on our website.
- less than 72 hours before arrival 100% of the total price is due.

##### **Reservations from 9 persons:**

- 06 weeks to 31 days before arrival: 30% of the total price shall be payable
- 30 days to 14 days before arrival: 50% of the total price shall be payable
- 13 days to 72 hours before arrival: 70% of the total price shall be payable
- less than 72 hours before arrival: 100% of the price shall be payable

Individual beds, but no more than 4 persons, can be cancelled free of charge up to 3 days before arrival for group bookings (from 20 persons); beyond this number a cancellation fee of 70% will be charged. The Hostel shall be entitled to rent beds to guests not belonging to the group in the event that individual beds in an entirely booked room are cancelled.

In some heavily booked periods, non-cancellable rates apply. These periods can be viewed on our website at: [www.hostel-leipzig.de/en/groups](http://www.hostel-leipzig.de/en/groups) In case of cancellation during these periods, the cancellation fee is 100%.

- (2) Withdrawal by the Customer from the agreement concluded with the Hostel shall require the written consent of the Hostel. If this consent is not provided, the Customer shall be required to pay the agreed price as set forth in the contract, even if contractual services are not claimed. This does not apply in the event of a violation by the Hostel of the undertaking to respect the rights, object of legal protection and interests of the Customer and the Customer can no longer be reasonably expected to uphold the contract or the Customer is otherwise entitled to a statutory or contractual right of withdrawal.
- (3) It is at the discretion of the Hostel to demand the contractually agreed remuneration and to deduct a lump sum for expenses saved. The Customer shall be required to pay at least 90% of the agreed price in this case. It is at the equitable discretion of the Customer to prove that the Hostel has incurred no, or substantially lower, expenses in this respect.

***Due to the Corona Pandemic, the following special cancellation conditions apply for school group trips no less than 9 persons for 2020 and 2021:***

*A free cancellation of the booking is possible up to 72 hours before the booked tour start if:*

*a. the cancellation is demonstrably based on the concrete effects of the corona pandemic on the customer, which do not make a trip possible (e.g. ordered school closure, quarantine of the class or school, official order that school trip cannot take place, etc.)*

*b. for individual participants in a group with symptoms on departure which indicate and are documented an infection with the Corona virus and/or a Covid-19 disease, cancellation is free of charge for up to 20% of the total group size until the date of arrival (see "No-Show").*

*c. the stay in Leipzig is not possible due to a general ban on accommodation due to the corona virus.*

*d. bus/train transport to Leipzig becomes impossible due to official restrictions in connection with the corona virus*

**Otherwise our general cancellation conditions apply!**

## **§5 Cancellation by the Hostel**

- (1) Insofar as a free right of written cancellation by the Customer has been agreed for a certain period, the Hostel shall also be entitled to withdraw from the contract during the same period. It may do so insofar as enquiries are received from other Customers for the contractually booked rooms, and the Customer does not waive his or her right to withdraw upon request by the Hostel.
- (2) The Hostel shall also be entitled to withdraw from the contract insofar as an agreed down payment or a down payment as set forth in §3 (6) of these Terms and Conditions is not provided even after the end of an appropriate grace period extended by the Hostel.
- (3) Moreover, the Hostel shall be entitled to withdraw from the contract for materially justified reasons, for instance
  - a. if the guest fails to adhere to the stated arrival time and is delayed by at least two hours without informing the Hostel;
  - b. in the event of force majeure or circumstances for which the Hostel cannot be held accountable and that render fulfilment of the contract impossible;
  - c. if rooms are booked giving misleading or wrong information of important facts, e.g. about the person or the purpose;
  - d. if the Hostel has justified reason to believe that claiming of the Hostel services would impair smooth business operations or the security or public reputation of the Hostel, without this being attributable to the area of control or influence of the Hotel.
- (5) The Customer shall have no right to claim compensation in the event that the Hostel cancels the contract for justified reasons.

## **§6 Provision of accommodation, handover and return**

- (1) The Customer does not acquire the right to claim the provision of any particular rooms.
- (2) Booked rooms are available to the Customer from 3 p.m. on the agreed date of arrival. The Customer does not have any right to claim earlier provision.
- (3) The accommodation slip containing the personal data of the guest must be completed during check-in. This includes the name, address, travelling companions, ID or passport number, email and telephone number.
- (4) A deposit of €5.00 must be provided upon receipt of the room key card.

- (5) Guests must depart their rooms by no later than 11 a.m. on the date of departure. The Hostel shall be entitled to charge the full listed price for an additional day of accommodation in the event that the room is not cleared until after this time. This does not constitute any contractual rights on the part of the Customer. It is at the equitable discretion of the Customer to prove that the Hostel has incurred no, or a substantially lower, claim to remuneration for use.
- (6) Subletting, re-letting or any other use of the leased rooms for purposes other than accommodation requires prior written consent from Sleepy Lion Hostel Leipzig.
- (7) In situations of good cause, the Hostel shall be entitled to provide guests with accommodation in a different hotel/hostel of a comparable standard and service quality and at the same price. The Customer shall not be entitled to raise any claims against the Hostel in this respect.

## **§7 Liability by the Hostel**

- (1) The Hostel shall be liable with the due diligence customary for a normal business transaction to provide the services agreed in the contract. The Customer shall not be entitled to claim compensation for damages. This is without prejudice to the right of the Customer to claim compensations for damages to life, limb or health due to a breach of contract on the part of the Hostel, other damage caused by wilful or grossly negligent breach of contract on the part of the Hostel and damage caused by wilful or grossly negligent breach of typical obligations of the Hostel in contracts of this nature. A breach of contract by the Hostel and a breach of contract by a legal representative or vicarious agent shall be the same thing. In the event that disturbances or defects to the services provided by the Hostel shall occur, the Hostel shall, upon acquiring knowledge thereof or following information without delay by the Customer, make every effort to take remedial action to resolve these disturbances or defects. The Customer undertakes to cooperate to a reasonable extent in the rectification of the disturbance and to keep any possible damage as slight as possible.

## **§8 Final provisions**

- (1) Amendments and additions to this contract, acceptances of the request for accommodation for these Terms and Conditions of Business for Hostel Accommodation must be in writing. Any amendments or additions by the Customer are ineffective.
- (2) The place of fulfilment and payment is the registered address of the Hostel.
- (3) The exclusive place of jurisdiction – also in respect to disputes concerning cheques and bills of exchange – shall be the registered address of the Hostel in business transactions. The registered address of the Hostel shall be the place of jurisdiction insofar as a contractual partner satisfies the requirements as set forth in Sec. 38 (2) Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction.
- (4) German law shall apply. Applicability of the UN Sales Convention and the conflict of laws provisions is excluded.
- (5) Should individual provisions of these Terms and Conditions for Hostel accommodation be ineffective or avoid, this shall not affect the validity of the remaining provisions. The statutory provisions shall otherwise apply.