

## **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 Wombats Leipzig GmbH (hereinafter referred to as Hostel).

(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 contract, Contract partner, Statute of Limitations**

(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) Contract partners are the Hostel and the Customers. If a third party made a booking for the customer, he or she is jointly and severally liable to the hostel for all obligations arising from the hostel accommodation contract, provided the hostel has a corresponding declaration from the third party.

(3) All claims against the Hostel shall lapse on all occasions from the begin of the regular limitation period set forth in § 199 (1) German Civil Code (BGB). Claims for damages expire in five years, regardless of knowledge. The reduction in the statute of limitations does not apply to claims based on an intentional or negligent breach of duty by the hostel.

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

(1) The hostel is obliged to keep the rooms booked by the customer available and to provide the agreed services.

(2) The customer is obliged to pay for the booked room as well as other services used by him at the latest upon arrival. This also applies to services and expenses of the hostel to third parties arranged by the customer.

(3) The Hostel shall charge a down payment for group bookings of 30 %. The remaining amount is payable approximately 4 weeks before arrival.

(4) The agreed payment terms apply to tour operators.

(5) Prices including tax and fees. The city imposes an overnight tax or tourist tax of 5%, which is included in the price. Exemptions from this tax are possible (individuals under 18 years of age, severely disabled persons). Further information can be obtained from the accommodation.

Exception is for group bookings. These only include value-added tax.

The city imposes an overnight tax or tourist tax of 5%, which is to be paid upon check-in. Exemptions from this tax are possible (individuals under 18 years of age, severely disabled persons). Further information can be obtained from the accommodation.

(6) The Hostel is entitled to modify the prices if 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 without a due date must be paid without deductions within 10 days of receipt of the invoice. The hostel is entitled to make expired claims due at any time and to demand immediate payment. In the event of late payment, the hostel is entitled to charge the applicable statutory default interest of currently 5 % or, in the case of legal transactions involving a consumer, 8 % above the base interest rate. The hostel reserves the right to prove greater damage.

(8) The hostel is entitled to demand an appropriate payment in advance or a security deposit, giving due to legal provisions for package tours. The amount of the advance payment can be agreed in writing in the contract.

#### **§ 4 Withdrawal by the customer (cancellation, termination), non-use of the hostel's services**

(1) Unless otherwise agreed in the contract, the following cancellation periods apply:

Reservations up to 11 people from 01.01.2024:

- A cancellation free of charge is possible up to 24 hours before arrival. Exceptions are certain periods (events) in which the rates are non-refundable, and 100 % cancellation fees apply. For those periods, please have a look on our website: [www.hostel-leipzig.de](http://www.hostel-leipzig.de)
  - ➔ 100 % cancellation fee for cancellation less than 24 hours before arrival

Group reservations from 12 people from 01.01.2024:

Cancellation of entire groups must be made at least 30 days before the group's arrival. Otherwise, our cancellation conditions apply:

- 29 days to 14 days before arrival: 30 % of the total price is due
- 13 days to 7 days before arrival: 80 % of the total price is due
- 6 days to 0 days before arrival (or NO SHOW): 100 % of the total price is due

These cancellation conditions also apply to cancellations by individuals.

In certain periods (events) the rates are non-refundable, and 100 % cancellation fees apply. For those periods, please have a look on our website: [www.hostel-leipzig.de](http://www.hostel-leipzig.de)

(2) A cancellation of the contract by the customer requires the written consent of the hostel. If this does not occur, the agreed price from the contract must be paid even if the customer does not use the contractual services. This does not apply in the event of a breach of the hostel's obligation to take the customer's rights, legal interests, and interests into account if this means that the customer can no longer be expected to adhere to the contract or if he or she has another legal or contractual right of withdrawal.

(3) It is in the discretion of the hostel to demand the contractually agreed remuneration and to set a flat rate deduction for saved expenses. The Customer shall be required to pay at least 90% of the agreed price in this case. In this case, the customer is obliged to pay at least 90% of the contractually agreed price. The customer is free to prove that the claim did not arise or did not arise to the required amount.

## **§5 Cancellation of the hostel**

(1) If the customer's right to withdraw free of charge within a certain period of time has been agreed in writing, the hostel is entitled to withdraw from the contract within this period if there are inquiries from other customers about the contractually booked rooms and the customer exercises his right upon request from the hostel not waived for resignation.

(2) If an agreed advance payment or advance payment required in accordance with §3 (6) of these General Terms and Conditions is not made even after a reasonable extension set by the hostel has expired, the hostel is also entitled to withdraw from the contract.

(3) Furthermore, the hostel is entitled to withdraw from the contract for objectively justified reasons, for example if

- the guest fails to meet the stated time of arrival and is delayed by at least 2 hours without informing the hostel
- force majeure or other circumstances for which the hostel is not responsible make the fulfilment of the contract impossible
- rooms are booked giving misleading or wrong information of essential facts, e.g. in person or purpose booked
- the Hostel has justified reason to believe that claiming of the Hostel services would impair smooth business operations, the security or public reputation of the Hostel, without this being attributable to the area of control or influence of the Hostel

(5) Persons under 18 are not permitted to sleep in dormitories. Minors may only stay in private rooms if accompanied by a parent or at least a person over 18 authorized by their legal guardian or with a written declaration of consent.

(4) If the hostel withdraws with justification, the customer is not entitled to compensation.

## **§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 permit is to be filled out with the personal data of the guest. 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) On the agreed departure day, the hostel rooms must be vacated by 11 a.m. at the latest. The Hostel shall be entitled to charge the full listed price for an additional day of accommodation if the room is not cleared in time. This does not justify the customer's contractual claims. He is free to prove that the hostel has no or a significantly lower claim to usage fees.

(6) The subletting or re-letting of the rooms provided and their use for purposes other than accommodation require the prior written consent of the Hostel.

(7) With an important reason the hostel is entitled to provide guests with accommodation in a different hotel/hostel, that as a comparable standard and service quality without any recourse claims being made against the hostel.

## **§7 Liability by the Hostel**

(1) The hostel is liable for its obligations under the contract with the care of a prudent businessman. Customer claims for compensation are excluded. Excluded from this are damages resulting from injury to life, body, or health if the hostel is responsible for the breach of duty, other damages that are based on an intentional or grossly negligent breach of duty by the hostel and damages that are due to an intentional or negligent breach of based on the hostel's typical contractual obligations. A breach of duty by the hostel is equivalent to that of a legal representative or vicarious agent. If disruptions or deficiencies occur in the hostel's services, the hostel will endeavour to remedy the situation upon knowledge or immediate complaint from the customer. The customer is obliged to do what is reasonable for him to remedy the disruption and keep any possible damage to a minimum.

## **§8 Final provisions**

(1) Changes or additions to the contract, the acceptance of the application or these terms and conditions for hostel accommodation should be made in writing. Changes or additions by the customer are invalid.

(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) If individual provisions of these general terms and conditions for hostel accommodation are ineffective or void, this will not affect the effectiveness of the remaining provisions. In addition, the statutory provisions apply.