

# **GENERAL TERMS AND CONDITIONS FOR THE HOSTEL ACCOMODATION AGREEMENT**

for the Hostel "Minihotel 12 Monkeys"  
Stand: 02/2017

Minihotel 12 Monkeys Berlin,  
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- Hereinafter referred to as "the Hostel" -

## **1. Scope of application**

1.1 The following general terms and conditions apply to contracts for the rental of hostel beds, accommodation and meeting as well as all other services and deliveries of the hostel provided to the guest.

1.2 Deviating regulations shall only apply if they have been individually agreed between the hostel and the guest.

## **2. Condition of the contract**

2.1 The booking contract (accommodation contract) is concluded by the guest submitting a request (bed booking), which is accepted by the hostel. The acceptance is confirmed by a confirmation of the booking of the bed. Confirmation of the booking of beds can be made verbally, in writing, by telephone or by e-mail or by online booking confirmation of the relevant online portal.

2.2 If the bed is booked by a third party for the guest, he / she is liable to the hostel together with the hostel guest as joint debtor for all obligations from the hostel acceptance contract, provided that the hostel has a corresponding declaration by the third party.

2.3 The prior written consent of the hostel is required in order to subletting and further leasing of the beds made and their use for purposes other than the accommodation.

### **3. Prices and services**

3.1 The hostel is obliged to keep the beds booked by the guest in accordance with these general terms and conditions and to provide the agreed services.

3.2 The guest is obliged to pay the prices of the hostel which are valid or agreed upon for the beds and the other services used by him. This also applies to third party services and expenses incurred by the guest or by the customer.

3.3 The agreed prices include the respective statutory value-added tax.

3.4 The prices can be changed by the hostel if the guest wishes to change the number of booked beds, the performance of the hostel or the length of stay of the guests and the hostel agrees.

3.5 Invoices of the hostel are payable immediately after receipt without deduction.

Delay shall occur if the guest does not pay within 7 days of the due date and receipt of an invoice; This applies to a guest who is a consumer, only if these consequences have been particularly pointed out in the invoice. In the event of a delay in payment, the Hostel is entitled to charge default interest of 5% above the base rate. In business transactions, the interest rate is 8% above the base rate. The hostel reserves the right to assert a higher damage. For any reminder after delay, the hostel can charge a fee of 10 EUR.

3.6 The Hostel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or afterwards. The amount of the advance payment and its maturity can be agreed in writing in the contract. The hostel is also entitled to make any outstanding debts due at the time of the stay of the guest in the hostel by issuing an interim invoice and to demand immediate payment.

3.7 The guest can only offset or reduce the claim against a claim of the hostel with an undisputed or legally binding claim.

### **4. Unused services, cancellation, cancellation of the guest**

4.1 The Hostel grants the guest a right of withdrawal at any time. The following provisions apply:

- In case of cancellation of the booking the hostel is entitled to reasonable compensation.

- The hostel has the option to make a reimbursement fee against the guest instead of a concrete calculated compensation. The cancellation rate is 0% of the contract rate for overnight stays with or without breakfast if the guest resigns 14 days prior to arrival, 100% of the contract price for overnight stays with or without breakfast if the guest resigns 14 days before arrival (in between the last 14 days before arrival) , as well as 100% of the contractually agreed rate for overnight stays with or without breakfast on no arrival. The guest is free to prove that the hostel is no harm or the damage incurred to the hostel is lower than the required compensation lump sum.

- If the hostel calculates the compensation in concrete terms, the amount of the compensation is max. The amount of the contractually agreed price for the service to be provided by the Hostel, deducting the value of the expenses saved by the Hostel, as well as what the Hostel acquires through other uses of the host services.

4.2 The above regulations on compensation shall apply accordingly, if the guest does not make use of the booked bed or the booked services to the Hostel in good time.

4.3 The claim for compensation does not apply if the hostel has granted the guest in the contract an option to withdraw from the contract within a certain period without further legal consequences, the hostel is not entitled to compensation. The access to the hostel is decisive for the punctuality of the withdrawal declaration. The guest must declare the rescission in text form.

## **5. Rescission of the hostel**

5.1 If the guest has been granted a free right to rescind the contract in accordance with section 4.3, the hostel is also entitled to withdraw from the contract within the stipulated period if requests from other guests are available for the booked beds and the guest does not finally confirm the booking .

5.2 If an advance payment or security deposit agreed in accordance with clause 3.6 is not made within a specified period, the Hostel shall also be entitled to withdraw from the contract.

5.3 A right of withdrawal for important reason from the contract shall be unaffected. In particular, it exists

- force majeure or other circumstances beyond the control of the Hostel make the fulfillment of the contract impossible;

- beds are booked with misleading or false indication of essential facts, eg with regard to the person of the guest or the purpose;

- the hostel has reasonable grounds to believe that the use of the hosting service may jeopardize the smooth operation, security or prestige of the hostels in the public without being attributable to the area of the hostel or the organization;

- unauthorized subletting or re-letting is in accordance with section 2.3;

- there is a case under point 6.3;

- the Hostel becomes aware of circumstances that the guest's financial circumstances deteriorated significantly after the conclusion of the contract, in particular if the guest does not compensate for the guest's premature debts or does not offer adequate security and therefore the payment claims of the hostel are at risk;

- the guest has lodged an application for insolvency proceedings against his property, has given an affidavit under section 807 of the Code of Civil Procedure, initiated an out-of-court debt settlement procedure, or ceased his payments;

- an insolvency proceeding concerning the property of the guest is opened or the opening of the guest is rejected for lack of mass or for other reasons.

5.4 The Hostel shall immediately notify the guest in writing of the right to rescind the contract.

5.5 In the aforementioned cases of rescission, the guest is not entitled to claim damages.

## **6. Arrival and departure**

6.1 The guest is not entitled to the provision of certain beds, unless the hostel has confirmed the provision of certain beds in writing.

6.2 Booked beds are available to the guest from 2 pm on the agreed arrival day. The guest has no claim to earlier provision.

6.3 Booked beds must be booked by the guest no later than 8 pm on the agreed arrival day. Unless a later arrival time has been explicitly agreed, the hostel reserves the right to assign the reserved beds to other guests after 8:30 pm, without the guest being able to derive any claims for compensation. The hostel has a right of rescission to this extent.

6.4 On the agreed day of departure, the beds must be vacated to the hostel no later than 11 am. Thereafter, the hostel can charge the day's bed price for the additional use of the beds until 12 o'clock, from 12 o'clock 100% of the full valid price. The guest is free to prove to the hostel that no or a significantly lower damage has occurred.

## **7. Liability**

7.1 The Hostel is liable in cases of intent or gross negligence according to the legal regulations. The hostel is solely liable for minor negligence because of the violation of life, body or health or the violation of essential contractual obligations. The claim for damages for the slightly negligent violation of essential contractual obligations, however, is limited to the type of contract foreseeable, foreseeable, insofar as it is not due to injury to life, body or health. The organizer is liable to the same extent for the fault of the vicarious agents and representatives.

7.2 The provisions of the preceding paragraph (8.1) extend to damages in addition to performance, compensation in lieu of performance and claim for damages due to futile expenses, irrespective of the legal grounds, including liability for defects, delay or impossibility.

7.3 Insofar as the guest is provided with a car parking space, there is no obligation to monitor the parking space, unless this has been agreed individually in writing in a custody agreement.

7.4 Wake-up calls are handled by the hostel with the utmost care. Compensation claims, except for gross negligence or intent, are excluded.

7.5 Messages, mails and guest deliveries are treated with care. The hostel accepts the delivery, storage and - on request - for the remittance of the same and on request also for funds. Compensation claims, except for gross negligence or intent, are excluded. The hostel is entitled to transfer the above mentioned items to the local fund office after a one-month storage period with a reasonable fee.

7.6 The statute of limitations of the guest's claims is subject to statutory provisions.

## **8. Final provisions**

The law of the Federal Republic of Germany applies.

Berlin, Germany 12.12.2017

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Place, date

Minihotel 12 Monkeys Berlin (Dogus Birgin)

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Company stamp / name