

Business and travel terms and conditions of the German Youth Hostel Association Saxon Regional Association (DJH Lvb Sachsen e.V.)

Dear customers,

The following terms are, if effectively agreed, the content of the travel agreement that comes into existence if you make a booking between you and the DJH - Landesverband Sachsen e.V., herein after referred to as the "regional association". They supplement and complete the statutory requirements in Sections 651a-m of the German Civil Code (BGB) and the information requirements for travel companies under Section 4-11 BGB-InfoV (Ordinance on the Requirement to Provide Information and Supporting Documents in Civil Law).

Therefore please read these travel conditions through carefully before making a booking.

1. Prerequisite for the booking, use of travel services and admission to the YH

1.1. Individual or group membership of the German Youth Hostel Association or other association of the International Youth Hostel Federation (IYHF) is a prerequisite for admission to a youth hostel and utilisation of the contractual services. Details concerning membership can be requested from the regional association using the information provided in the Legal Notes or at www.jugendherberge.de/rahmenbedingungen.

1.2. Membership must be evidenced on arrival and before admission to the youth hostel. The regional association has the right to refuse accommodation and provide other contractual services until the purchase or evidence of membership is provided.

1.3. If membership is not purchased or evidenced in spite of a reminder with an appropriate subsequent period set, at the latest when checking into the YH, the regional association may terminate the travel agreement and charge the customer withdrawal costs as stated in Section 5 of these travel conditions.

1.4. The travel agreement is concluded as per the provisions in Number 2. (conclusion of contract) as a dissolving condition that membership will be evidenced or purchased. This means that there is no contractual claim to the use of the contractual services without such evidence.

1.5. Minors:

There is **no right to admission for solo travellers under 14 years of age**. These are only admitted to the regional association's YH when accompanied by an adult who is authorised to care for them. Consent declarations by those responsible for care who are not admitted as a guest at the same time as the child, no matter their form, do not permit the admission of minors.

There is a **limited right to admission for solo travellers over 14 years of age**. They are admitted to the regional association's YH under the following conditions if they are not accompanied by an adult authorised to care for them. Such admission only takes place if a valid identity document or passport is provided for the minor, the parental declaration is completed properly and it is signed by the person/people authorised to care for the minor. The parental declaration must be written exclusively in the form published by the regional association at www.jugendherberge.de/elternerklaerung. Other consent declarations from those authorised to provide care in another form are not accepted even if they are written in a legally effective manner.

2. Conclusion of the travel agreement, customer obligations

2.1. The following applies to all booking methods:

a) The basis for the offer of the regional association and customer booking is the description of the flat-rate offer and supplementary information that form the booking if this is available to the customer when booking.

b) If the content of the travel confirmation varies from the content of the booking, this represents a new offer from the regional association. The contract comes into existence on the basis of this new offer if the guest declares acceptance by an explicit declaration, advance or full payment or utilises the travel services.

2.2. The customer is liable for all of the contractual obligations of those travelling with them, for whom they undertake the booking, as if they were their own if they have accepted a corresponding obligation through an explicit and special declaration.

2.3. The following applies to bookings made in writing, by email or fax:

a) Such bookings should be made with the regional association's booking form (for emails by sending the completed and signed booking form as an attachment). With the booking the customer makes a binding offer to the regional association to conclude a travel agreement. The customer is bound by the booking for 7 working days after it is sent.

b) The contract comes into being on receipt of the booking confirmation from the regional association by the customer. It does not require a particular form. On or immediately after concluding the contract, the regional association will provide the customer with a travel confirmation in text form. The regional association is not obliged to do so if the customer makes the booking within 7 working days of the trip starting.

2.4. The following applies to telephone bookings:

a) Up to 7 days before the trip starts the regional association will only accept the non-binding booking request from the customer by telephone and will reserve the relevant travel service. The regional association will provide the customer with a booking form and these travel conditions. If the customer completes and signs this booking form in a legally binding manner within a stated period to the regional association, the travel agreement comes into existence with the regional association's booking confirmation under Number 2.3 b).

b) Telephone bookings that are within 7 days of the trip starting are binding for the customer and result in the conclusion of a binding travel agreement through the telephone confirmation of the regional association.

2.5. The following applies to the conclusion of a contract for internet bookings:

a) The process of online booking is explained to the customer on the relevant website.

b) The customer is able to correct their entries, delete or reset the whole online booking form; they therefore have correction options and their use is explained. The contractual languages offered for online booking are stated.

c) When pressing the "book and pay" button the customer offers to make a binding travel agreement with the regional association. The customer is bound by this contract offer for 7 working days after the electronic declaration is sent.

d) The customer receives immediate electronic confirmation that the booking was received.

e) The transfer of the booking by pressing the "book and pay" button does not justify a claim by the customer to the existence of a travel agreement in line with the information provided in the booking. Rather the regional association is free to decide whether to accept the customer's contractual offer or not.

f) The contract comes into being on receipt of the booking confirmation from the regional association by the customer.

g) If the travel confirmation is provided immediately after the customer undertakes the booking by pressing the "book and pay" button through a relevant, direct presentation of the travel confirmation on the screen, the travel agreement comes into existence on receipt and presentation of this travel confirmation on the customer's screen without this requiring a temporary message concerning the receipt of the booking. In this case the customer is offered the option to save and print out the travel confirmation. The binding nature of the travel agreement is however not dependent on the customer actually using these options to save and print it out. The regional association will also provide the customer with a copy of the travel confirmation by email, as an email attachment, post or fax.

h) The regional association points out that under the statutory regulations (Sections 312 Para. (2) No. 4, 312g Para. 2 Sentence 1 No. 9 BGB) for contracts for travel services under Section 651a BGB (flat-rate travel agreements and contracts to which Sections 651a et seq. BGB apply

accordingly) that are concluded remotely (letters, catalogues, telephone calls, fax, emails, SMS messages, radio and telemedia) there is no revocation right but rather only the statutory withdrawal and termination rights, in particular the withdrawal right under Section 651i BGB (refer also to No. 5). A revocation right however exists if the contract for travel services is concluded in line with Section 651a outside business premises unless the oral negotiations on which the conclusion of the contract are based were conducted based on the prior order of the consumer; in the latter case there is also no revocation right.

3. Payment

3.1. After concluding the contract and handing over the certificate of insurance under Section 651k BGB, an advance payment of 20% of the travel price (for a total price over €100) is due for payment within 14 days of receiving the booking confirmation. The remaining payment is due 30 days before the trip starts if the insurance certificate has been handed over and the trip can no longer be cancelled for the reason stated in Number 8.

3.2. For short-term bookings within 30 days of the start date, the complete travel price is due for immediate payment.

3.3. If the trip/stay does not last for longer than 24 hours, does not include an overnight stay and the customer travel price does not exceed €100, the advance payment and remaining costs are due for payment when the contract is concluded without handing over the insurance certificate.

3.4. If the customer does not pay the advance and/or remaining payment in line with the agreed payment due dates, although the regional association is willing and able to properly provide the contractual services and there is no statutory or contractual retention right for the customer, the regional association is entitled after a reminder with a subsequent period set to withdraw from the travel agreement and charge the customer the withdrawal costs as stated in Number 5.

4. Price increase

4.1. The regional association reserves the right to modify the price agreed in the travel agreement in the event of an increase in the transport costs or the fees for particular services such as port or airport charges or a change in the exchange rates affecting the trip in line with the following provisions:

4.2. An increase in the travel price is only permissible if there are more than 4 months between concluding the contract and the agreed travel date and the circumstances resulting in the increase had not yet occurred before the contract was concluded and were not foreseeable for the regional association when the contract was concluded.

4.3. If the transport costs, in particular the fuel costs, in place when concluding the travel agreement increase the regional association can increase the travel price in line with the following calculation:

a) For an increase related to a seat, the regional association can request an increase from the customer.

b) Otherwise the additional transport costs requested by the transport company for each means of transport are divided by the number of seats on the agreed means of transport. The regional association can request the increase thus calculated for the individual space from the customer.

4.4. If costs such as port or airport fees that existed when the travel agreement was concluded increase for the regional association, the travel price can be increased accordingly pro rata.

4.5. In the event of a subsequent change to the travel price, the regional association must inform the customer without delay after becoming aware of the reason for the change. Price increases are only permissible up to 21 days before the customer starts the journey. For price increases of more than 5%, the customer is entitled to withdraw from the travel agreement at no charge or to request participation in a trip of at least equal value if the regional association is able to offer such a trip from its range to the customer without additional charge. The customer must assert the rights stated above to the regional association without delay after notification of the price increase by the regional association.

5. Withdrawal by the customer before the trip starts / cancellation costs

5.1. The customer may withdraw from the trip at any time before it starts. The withdrawal must be declared to the regional association using the address given below. If the trip was booked through a tour operator, the withdrawal can be declared to them. It is recommended that the customer declares the withdrawal in writing.

5.2. If the customer withdraws before the trip starts or does not start the trip, the regional association loses the right to the trip price. Instead the regional association can, if the withdrawal was not its responsibility or force majeure occurred, request appropriate compensation for the travel arrangements made before the withdrawal and its costs depending on the relevant travel price.

5.3. The regional association must set this compensation claim, adjusted over time, i.e. taking into account the timing of the withdrawal and its closeness to the date of travel, as a percentage of the flat-rate travel price and including the usually saved costs and usually applicable other usage of the travel services in the calculation of the compensation. The compensation is calculated as follows from the time that the customer's withdrawal declaration is received:

up to 45 days before the trip starts 20%
from 44 days before the trip starts 50%
from 21 days before the trip starts 75 %
from 6 days or for non-arrival 80%

of the travel price.

5.4. It is the customer's responsibility to demonstrate to the regional association that no damage or significantly lower damage occurred than the flat-rates requested.

5.5. The regional association reserves the right in place of the flat-rates stated above to request higher, specific compensation if the regional association proves that it incurred much higher costs than the applicable flat-rates. If the regional association asserts such a claim the regional association is obliged to provide specific evidence for the requested compensation including the amount whilst taking into account any saved costs and any other use of the travel services.

5.6. The customer's statutory right under Section 651 b BGB to provide a replacement participant is unaffected by the conditions stated above.

5.7. It is highly recommended that the customer concludes travel cancellation insurance and insurance to cover the return costs in the event of accident or illness. For international trips the regional association will conclude an insurance package with international health, accident and liability insurance for the customer.

6. Transfers

6.1. There is no claim by the customer after the contract has been concluded to changes relating to the trip date, destination, starting location, accommodation, transport type or joining and departure locations for bus trips (rebooking). If rebooking is possible and is undertaken at the

customer's request, the regional association may charge a rebooking fee of €25 for each traveller affected by the rebooking up to the date stated in the withdrawal costs section for the second cancellation level.

6.2. Rebooking requests by the customer that take place after the deadlines have ended can, if implementation is possible, only be undertaken after withdrawal from the travel agreement under Numbers 5.2 to 5.5 at the conditions stated there and with a new booking made at the same time. This does not apply to rebooking requests that only result in minor costs.

7. Services not utilised

If the traveller does not use individual travel services that were properly offered for reasons for which they are responsible (e.g. premature return journey or for other important reasons), they have no claim to the pro rata reimbursement of the travel price. The regional association will endeavour to obtain reimbursement for the costs saved from the service providers. This obligation lapses if the services are completely insignificant.

8. Withdrawal by regional association due to not reaching the minimum number of participants

8.1. The regional association may withdraw if the minimum number of participants is not reached in line with the following provisions:

a) The minimum number of participants and the latest timing of the withdrawal by the regional association must be stated in the specific trip description or, for common provisions for all trips or certain types of trip, in a general catalogue note or general description of services.

b) The regional association must indicate the minimum number of participants and the latest withdrawal deadline in the travel confirmation and refer there to the relevant brochure statements.

c) The regional association is obligated to declare the cancellation of the trip without delay to travellers when it is clear that the trip cannot take place due to the number of participants not being reached.

d) A withdrawal by the regional association is not permitted later than 30 days before the trip starts or after the payment date of the outstanding amount.

8.2. If a trip is cancelled, the customer can request to join a trip of at least equal value if the regional association is able to offer such a trip to the customer without additional charge to the customer. The customer has the right immediately after the declaration concerning the cancellation of the trip to assert this against the regional association.

8.3. If the trip is not carried out for this reason the customer will receive back the payments made for the travel price.

9. Termination for behavioural reasons

9.1. The regional association may terminate the travel agreement without complying with a notice period if the customer, notwithstanding a request by the regional association, disturbs the trip on an ongoing basis or behaves contrary to the contract such that the immediate dissolution of the contract is justified.

9.2. The trip management of the regional association or building management are authorised to provide the necessary declarations of the regional association and in the event of terminating a minor trip participant to arrange for a premature return trip at the expense of the participant or their statutory representatives.

9.3. If the regional association terminates, it retains the right to the travel price; it must however offset the value of the costs saved and the benefits obtained from the other use of unused services, including the amounts credited to it by service providers.

10. Responsibilities of the customer/traveller

10.1. The traveller is obliged to notify the management of the youth hostel or the party stated by the regional association (e.g. trip management, agency) immediately about defects that have occurred and request resolution. The traveller will be informed about the person, availability and communication data of these representatives by the regional association at the latest when receiving the travel documents. If under the contractual agreements local support or trip management is not required from the regional association, the traveller is obliged to inform the regional association about defects directly using the address stated below. Claims by the traveller only do not lapse if the traveller is not responsible for not complying with the complaint obligation stated above.

10.2. The youth hostels, trip managers, agencies and employees of service providers are not authorised and not permitted by the regional association to confirm defects or recognise claims against the regional association.

10.3. If the trip is significantly adversely affected due to a trip defect the customer/traveller can terminate the contract. This also applies if the trip is no longer reasonable as a result of such a defect for an important reason that is recognisable for the regional association. The termination is only permitted if the regional association or its appointees - if in place and contractually agreed to be contacts - have allowed an appropriate period determined by the customer/traveller to pass without providing resolution. The setting of a period is not required if the resolution is impossible or was refused by the regional association or its appointees or if the immediate termination of the contract is justified by the special interest of the traveller.

11. Limitation of liability

11.1. The regional association's contractual liability for damages not arising from injury to life, limb or health is restricted to three times the travel price,

a) if damage to a traveller was neither deliberate nor grossly negligent or

b) if the regional association is responsible for the damage incurred by a traveller due to the culpability of a service provider.

11.2. The regional association is not liable for disturbances to the services, personal injury or damage to property connected with services that are arranged as third-party services (e.g. excursions, sports events, theatre visits, exhibitions, transport services from and to the described excursion or destination location) if these services have been clearly and explicitly marked in the trip description and travel confirmation stating the contractual partner who arranged them as third party services such that the customer/traveller can recognise they are not part of the regional association's travel services. The regional association is liable however if and to the extent to which damage to the customer/traveller was caused by the infringement of notification, clarification or organisational duties by the regional association. Any liability by the regional association from the infringement of agency obligations remains unaffected by the provisions stated above.

12. Assertion of claims, addressee, exclusion periods

12.1. Claims under Sections 651c to f BGB must be asserted by the customer/traveller within one month of the contractually planned ending of the trip. The period starts on the day following the contractual end of the trip. If the last day of the period falls on a Sunday, a state-recognised public holiday at the location of the declaration or a Saturday, it is replaced by the next working day.

12.2. The assertion can only be made within the time period to the regional association using the address stated below. After the end of the period, the customer can only assert claims if they were hindered from complying with the deadline without culpability.

13. Limitation of claims

13.1. Contractual claims by the customer/traveller under Sections 651c to f BGB for injury to life, limb or health that are based on a negligent or deliberate infringement of duty by the regional association or a statutory representative or vicarious agent of the regional association lapse after two years. This also applies to claims for the reimbursement of other damage based on a deliberate or grossly negligent duty infringement by the regional association, its statutory representatives or vicarious agents.

13.2. All other claims under Section 651c to f BGB lapse after one year.

13.3. The period under Number 13.1 and 13.2 starts on the day following the contractual end of the trip. If the last day of the period falls on a Sunday, a state-recognised public holiday at the location of the declaration or a Saturday, it is replaced by the next working day.

13.4. If there are negotiations between the customer/traveller and the regional association about the asserted claims or circumstances that give rise to the claim, the limitation period is stopped until the customer/traveller or the regional association refuses to continue the negotiations. The limitation period comes into force at the earliest three months after the end of the stoppage period.

14. Special provisions on flights

14.1. Executing airline

Under Regulation (EU) 2111/2005 dated 14/12/2005, the regional association is obliged to inform the customer on booking of the identity of the executing airline(s). If an executing airline has not been decided on booking, the customer must be informed of the identity of the likely airline(s). As soon as the identity is set, the customer must be informed accordingly. In the event of the executing airline being changed, the customer must be informed about the change as quickly as possible.

The list of airlines subject to operational bans in the EU ("common list") is found at www.lba.de >> Airlines mit Flugverbot ("banned airlines").

14.2.

Flights

The regional association points out that there may be stops on direct flights for aviation and programme reasons. We highly recommend all money, valuables, technical devices and medicines are exclusively transported in hand luggage.

14.3. The regional association will inform citizens of EU member states to whom the trip is offered about requirements for passport, visas and health regulations and any changes to them before the trip starts. Citizens of other states should obtain such information from the relevant embassies/consulates.

14.4. The regional association is not liable for the prompt issue and receipt of the necessary visas from the relevant diplomatic representatives if the customer has appointed the regional association to obtain them unless the delay is the responsibility of the regional association. A period of approximately 8 weeks must be expected to obtain a visa etc. from the relevant organisation.

14.5. The customer is themselves responsible for complying with all of the important regulations to implement the trip. All disadvantages, in particular the payment of withdrawal costs arising from not following these regulations, are incurred by the customer unless they are due to culpably incorrect information or none was provided by the regional association.

14.6. The customer must refer to the service description as to whether the trip requires a passport or if an identity card is sufficient and must themselves ensure that the passport or identity card has an appropriate validity period for the trip. Children require their own travel documents.

14.7. Customs and foreign exchange rules are handled strictly in various countries. The customer must inform themselves about these regulations and follow them accordingly.

14.8. Various states require certain vaccination certifications that are not more recent than 8 days and not older than 3 years (smallpox) or 10 years (yellow fever). Such vaccination certificates must also be presented to German authorities if the customer is returning from certain countries (e.g. Africa, Middle East). The customer can obtain relevant information from the regional association.

15. Alternative dispute resolution; choice of law and agreement on court of jurisdiction

15.1. The regional association makes reference with regard to the law on resolving consumer disputes that it does not participate in voluntary consumer dispute resolution. If a consumer dispute resolution becomes compulsory for the regional association after printing these travel conditions, the regional association will inform the consumer about this in an appropriate form. The regional association directs consumers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all legal agreements concluded electronically.

15.2. For customers/travellers that do not belong to a member state of the European Union or are not Swiss citizens, the exclusive application of German law is agreed for the complete legal and contractual relationship between the traveller and the regional association. Such customers/travellers may only take legal action against the regional association at their location.

15.3. For lawsuits brought by the regional association against customers who are business people, legal entities in public or private law or people who have their normal place of residence or location in another country or whose place of residence or normal location is not known at the time the lawsuit was started, the court of jurisdiction is the one covering the regional association's head office.

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