

SERVICE CONDITIONS FOR ACCOMMODATION, CONFERENCES AND DAY EVENTS AS WELL AS PACKAGE TOURS BY THE DEUTSCHE JUGENDHERBERGSWERK LANDESVERBAND SACHSEN E.V.

Dear conference, day event customers, accommodation guests and package tour customers,

Deutsche Jugendherbergswerk Landesverband Sachsen e.V., hereinafter abbreviated to "DJH-LV-S", is the owner or operator of youth hostels in Saxony. The DJH-LV-S employees and the individual youth hostels, hereinafter abbreviated to "YH", put all of their effort and experience into making your stay in the relevant YH as pleasant as possible. Clear agreements on your rights and duties as the contractual partner of DJH-LV-S contribute to this and we want to provide these in the form of the following accommodation and package tour conditions.

With this background the terms are sub-divided into the following sections:

- I. Overall general terms and conditions for accommodation, conference and day events as well as package tours by DJH-LV-S
- II. Additional contractual terms for accommodation and conference or day events by DJH-LV-S
- III. Additional package tour conditions by DJH-LV-S

Therefore please read these conditions through carefully before making an order.

I. OVERALL GENERAL TERMS AND CONDITIONS OF DJH-LV-S

1. Application of these overall general terms and conditions (Section I.)

1. 1. The terms in this section I apply to all bookings by customers and group organisers with DJH-LV-S both relating to accommodation and conferences as well as day events and package tours. This Section I therefore applies overall and as an introduction with regard to the provisions and additional provisions in Sections II and III.
1. 2. Each reference below to the term "service" within this Section I therefore also covers package tour and individual accommodation services as defined by Section 651a Para. 3 No. 2 and conference or day services that are offered either individually or as part of an accommodation service.
1. 3. All of the follow service terms (Sections I-III) and the German statutory requirements do not apply if international treaties or EU regulations that apply to the customer's contractual relationship contain binding different regulations or if under such regulations the customer, who is a resident of an EU member state, can call upon more favourable regulations in their country of residence.

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

2. 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 using the information provided in the Legal Notes or at www.jugendherberge.de/rahmenbedingungen.
2. 2. Membership must be evidenced on arrival by the customer and before admission to the youth hostel. DJH-LV-S has the right to refuse accommodation and provide other contractual services until the purchase or evidence of membership is provided.
2. 3. If membership is not purchased or evidenced in spite of a reminder and the setting of an appropriate period at the latest at check-in to the YH, DJH-LV-S can terminate the service agreement and charge the customer withdrawal costs pursuant to the cancellation regulations under the following service terms in Sections II and III.
2. 4. The service agreement is concluded as per the provisions in Number 4. (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.

3. Minors

3. 1. There is no right to admission for solo travellers under 14 years of age. These are only admitted to the DJH-LV-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.
3. 2. There is a restricted right to accommodation for solo travellers over 14 years of age for whom the DJH-LV-S provides no care services. They are admitted to the DJH-LV-S YH under the following conditions even 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 declaration by the person authorised to care for the minor is completed properly and it is signed by the person/people authorised to care for the minor. The declaration by the person authorised to care for the minor must be written exclusively in the form published by DJH-LV-S at <https://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.
3. 3. For solo travelling minors for whom DJH-LV-S provides care services as part of the contractual services, the services are only provided if the person/people responsible for the care of the minor has/have given their consent. The relevant declaration of consent must be binding and exclusively in the form provided to the customer with the booking registration. 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.

4. Conclusion of the travel agreement, customer obligations

4. 1. The following applies to all booking methods:
 - a) The basis for the offer of the DJH-LV-S and customer booking is the description of the service offer and supplementary information that form the booking if this is available to the customer when booking.
 - b) For bookings by couples, families and closed groups (up to 9 participants) by a person making the booking and for bookings by larger closed groups (more than 9 participants) through a group leader, only the person or institution doing the booking or and the associated group leader, not the individual participants, are the contractual partners and payers in the relationship with DJH-LV-S.

- c) If all service terms (Sections I-III) refer to the term “customer” as the contractual partner of DJH-LV-S, this covers the person or institution making the booking and also the group client. The participants who have been booked or members of the group in contrast are simply beneficiaries under the principles of a contract in favour of a third party under the condition that the participants are not permitted to request the provision of the contractual services, in particular the travel and accommodation services for themselves without the consent or involvement of the group client and/or to modify the contractual agreements with the group client.
- d) If the content of the trip or service confirmation by DJH-LV-S varies from the content of the booking, a new offer from DJH-LV-S is in place to which they are bound for the duration of 5 days. The contract comes into existence based on this new offer if DJH-LV-S has referred to the change in the new offer and, if it concerns package tour services, it has fulfilled its statutory pre-contractual notification duties - and the customer has declared acceptance through explicit declaration or advance payment within the DJH-LV-S binding period.
- e) The following applies to package tour contracts: The pre-contractual information stipulated by DJH-LV-S on the key characteristics of travel services, the travel price and all additional costs, payment terms, minimum participant numbers and cancellation charges (under Article 250 Section 3 Number 1, 3 to 5 and 7 EGBGB) are only not part of the travel service contract if this has been explicitly agreed between the parties.
- f) The contract comes into existence on receipt of the booking or trip confirmation (acceptance declaration) by DJH-LV-S. The contractual confirmation is sent to or handed to the customer by DJH-LV-S.
- g) The following applies to package tours: DJH-LV-S will provide the customer with a travel contract confirmation that meets the statutory requirements on a permanent data medium (that allows the customer to store or keep the declaration without change so that it is available to them for an appropriate period of time, e.g. on paper or by email) if the traveller does not have the right to a travel contract confirmation on paper under Art. 250 Section 6 Para. (1) Sentence 2 EGBGB - Introductory Law to the German Civil Code - because the contract conclusion took place in the physical presence of the two parties or outside the business premises.
4. 2. The following applies to service bookings made in writing, by email or fax:
- a) DJH-LV-S will provide the customer with a non-binding contractual offer based on their booking request along with these service terms (Sections I-III).
- b) For package tour contractual offers the customer will also receive:
- a summary of the statutory pre-contractual information on the trip pursuant to Art. 250 Section 3 EGBGB, if this is not already included in the non-binding contractual offer from DJH-LV-S, and
 - the form to notify the traveller pursuant to Art. 250 EGBGB.
- c) The customer provides (except in the case stated below in Number 4.2 e)) a binding contractual declaration on receipt of the signed contract by DJH-LV-S. On sending contractual offers by DJH-LV-S for individual and family bookings by email it is sufficient for the binding customer contract declaration if they send a written contract acceptance declaration by email response without a specific form.
- d) Otherwise the provisions of Number 4.1 f) and g) apply.
- e) If the customer wants to make a booking a short time before the trip and DJH-LV-S specifically permits this in the service agreement offer, the customer can accept the contract offer implicitly by arriving at the YH and paying the trip price on arrival. In this case the customer is provided with the trip or booking confirmation under the provisions in Number 4.1 f) and g) in the youth hostel.
4. 3. The following applies to telephone bookings for services: DJH-LV-S receives only the non-binding booking request from the customer by phone and will reserve the relevant service. Otherwise the contractual declarations of the parties and if appropriate the contract conclusion take place under the provisions in Number 4.2.
4. 4. The following applies to oral bookings in person for services at the YH:
- a) Based on the booking request the customer receives a contract countersigned by the customer along with these service conditions (Section I-III) and a booking confirmation subject to contract acceptance by the customer.
- b) For package tours Number 4.2 b) applies accordingly.
- c) If the customer signs the contract form in a legally binding manner, the contract comes into force on this basis,
4. 5. The following applies to concluding the contract for bookings made electronically (e.g. Internet, app, telemedia):
- a) The process for electronic booking is explained to the customer in the relevant DJH-LV-S application.
- b) The customer is able to correct their entries, delete or reset the whole booking form; they therefore have correction options and their use is explained.
- c) The contractual languages offered for online booking are stated. In legal terms, only the German version is decisive.
- d) If the DJH-LV-S contract text is stored in the online booking system, the customer is informed of this and of the option to call off the contract text later.
- e) When pressing the “book and pay” button the customer offers to make a binding travel agreement with DJH-LV-S. The customer is bound by this contract offer for three working days after the electronic declaration is sent.
- f) The customer receives immediate electronic confirmation that the booking was received.
- g) 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 service agreement in line with the information provided in the booking. Rather DJH-LV-S is free to decide whether to accept the customer’s contractual offer or not.
- h) The contract comes into being on receipt of the booking confirmation from DJH-LV-S by the customer.
- i) If the booking or travel confirmation takes place immediately after the customer makes the booking by pressing the “book and pay” button by the corresponding direct depiction of the travel confirmation on the screen (real-time booking), the service contract comes into existence on receipt and depiction of this booking or travel confirmation with the customer on the screen without this requiring intermediate notification of the receipt of the booking under f) if the customer is offered the option to save the booking or travel confirmation to a permanent data medium and print it out. The binding nature of the accommodation and travel agreement is however not dependent on the customer actually

using these options to save and print it out. DJH-LV-S will also provide a copy of the booking or travel confirmation in writing. Otherwise the regulations in Numbers 4.1 f) and g) apply.

4. 6. The following applies to bookings by guests with health conditions, disabilities or mobility restrictions:

a) DJH-LV-S will make every effort with the relevant capacities and their specific availability in the relevant YH to accept guests with health conditions, disabilities or mobility restrictions in the YH. To do so, DJH-LV-S urgently requests that the booking contains precise

information on the type and scope of the disabilities, health conditions or mobility restrictions so that checks can be made on whether it is possible to stay in the requested YH and the booking can be confirmed.

b) There is no obligation on the guest to provide this information. If the guest does not want to provide such information in the event of confirmation and implementation of the booking DJH-LV-S has no obligation for adverse effects arising for the guest from circumstances not known or recognisable to DJH-LV-S.

c) If the voluntary information shows that the requested accommodation or key fixtures of the YH are unsuitable for the guest when taking their special needs into account, DJH-LV-S or the YH will contact the guest before confirming the booking to clarify which options exist for the guest's stay or booking acceptance in spite of the expected problems or adverse effects for the guest.

d) DJH-LV-S or the YH will only reject the booking under the statutory provisions if as a result of the notified or recognisable facts or requirements of the guest accommodation in the YH it is objectively not possible because the requested accommodation or key fixtures of the YH make it unsuitable for the guest when considering their special needs.

5. Group bookings

5. 1. Closed groups as defined by the provisions of these service conditions (Sections I-III) are:

a) Multiple people for whom the contract for the services in a YH takes place with an institution, club, company or other legal entity. This is referred to below as the group client and abbreviated to "GC". Closed groups may be either small groups of up to 9 participants (hereinafter referred to as a "small group") or larger closed groups of more than 9 participants (hereinafter referred to as "larger closed group")

b) Multiple people not from a legal entity that are referred to as a group in the proper provisions of DJH-LV-S, in particular for group membership, tenders and offers. In this case the group client ("GC") is the person acting for the group.

c) Each group of people, independently of their number, legal entity or status, for whose booking the application of these additional terms has been explicitly agreed. In this case the group client ("GC") is also the person acting for the group.

5. 2. The person responsible for the group - hereinafter referred to as "PR" - is the person or people used by the group client to undertake the contractual negotiations and/or process the booking with DJH-LV-S on behalf of the GC and/or to accompany the group as the responsible leader on behalf of the GC.

5. 3. When booking couples, families and small groups (as defined by Number I 5.1 lit a) through a person undertaking the registration and when booking larger closed groups (as defined by Number I 5.1 lit a) through a GC the following applies:

a) Only the registering person or booking institution and the associated GC, not the individual participants, is the contractual partner and payer in the relationship with DJH-LV-S.

b) If all service terms (Sections I-III) refer to the term "guest" or "customer" as the contractual partner of DJH-LV-S this covers the person or institution making the booking and also the group client. The participants (referred to below as PAs) who have been booked or members of the group in contrast are simply beneficiaries under the principles of a contract in favour of a third party under the condition that the participants are not permitted to request the provision of the contractual services, in particular the travel and accommodation services for themselves, without the consent or involvement of the group client and/or to modify the contractual agreements with the group client.

6. 6. Notification of the non-existence of a revocation right for consumer customers

6. 1. DJH-LV-S emphasises that under the statutory requirements (Sections 312 Para. 7, 312g Para. 2 Sentence 1 No. 9 of the German Civil Code - BGB) for accommodation and package tour services concluded remotely under Section 651a and Section 651c BGB (letters, catalogues, telephone calls, faxes, emails, text messages (SMS) as well as radio, telemedia and online services), there is no revocation right but only the statutory withdrawal and termination rights pursuant to Section 537 BGB and Section 651h BGB as well as the contractual agreements in this regard (refer to the relevant provisions in Sections II and III).

6. 2. A revocation right however exists if the service contract is concluded not remotely but outside of 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.

7. Building rules; implementing building rules; bringing animals; general smoking ban

7. 1. The customer is obligated to observe the building rules if these were notified or handed over or the awareness of such is reasonable as a result of notices. Parents or other statutory representatives or supervisors of minors must ensure they comply with the building rules and are responsible for this within the statutory and contractual provisions of their supervisory duty.

7. 2. The management of the relevant YH or the person appointed by them implements the building rules for DJH-LV-S. They are authorised to issue instructions, terminate the contract, issue building or site bans and as the legal representative of DJH-LV-S provide all other legal declarations for it and to receive such as its representative and authorised recipient. In terms of people, this applies to the building manager and all people authorised by them.

7. 3. The building rules include rules and restriction on quiet periods at night, which are generally from 22:00 to 07:00. It is the responsibility of the customer to obtain information on the individual rules and regulations for quiet periods at night. Exceptions to the rules on quiet periods at night require explicit agreement with the hotel management.

7. 4. The customer is obligated to treat the accommodation and fixtures with care, properly in line with the existing usage rules.

7. 5. All DJH-LV-S YHs are subject to a strict smoking ban in the buildings themselves and the complete site including outside areas except in specifically designated smoking areas.

7. 6. It is not permitted to bring or consume alcoholic drinks in any of the DJH-LV-S YHs. Under the statutory provisions for youth

protection, it is only permitted to consume alcoholic drinks purchased in the YH.

7. 7. It is not permitted to bring animals of any kind unless permission has been explicitly agreed in the booking basis and in the individual contract.

8. DJH-LV-S termination and withdrawal rights

8. 1. DJH-LV-S can terminate the service contract without complying with a notice period if the customer (or for group bookings the GC, PR or PA) in spite of a request by DJH-LV-S
- makes a sustainable disturbance or acts to such an extent contrary to the contract that the immediate dissolution of the contract is justified. This does not apply if the behaviour infringing the contract is caused by an infringement of the DJH-LV-S information duties.
 - continuously infringes the building rules,
 - sustainably disturbs the peace of the building, other guests, hostel management or other third party,
 - puts at risk the safety of the YH, its fittings, other guests or hostel employees
 - for deliberate or negligent damage or improper use of the inventory, fixtures or fittings of the YH including the external area and the plants or fixtures located there
 - infringes the alcohol or smoking bans,
 - acts in another manner contrary to the contract to such an extent that this justifies the immediate dissolution of the contract.
8. 2. A complaint before the termination without notice is not required if the guest's duty infringement is so serious that, in particular in the interests of the other guests and security (in particular for the commission of criminal acts), the immediate termination is justified even when taking into account the interests of the guest.
8. 3. DJH-LV-S can terminate the contract before accommodation starts if objectively and specifically behaviour by the guest can be expected that would justify termination under No. 8.1.
8. 4. DJH-LV-S can withdraw from the contract before service starts or terminate the contract after service has started if the guest has made incorrect statements about themselves, their membership under No. 2 of this section as a result of the booking or other circumstances that are significant to the contract if DJH-LV-S would have been justified in rejecting the booking if the true circumstances had been known for factual reasons and under the statutory provisions.
8. 5. If DJH-LV-S terminates, DJH-LV-S retains the right to the service price; DJH-LV-S must however offset the value of the saved costs and benefits that DJH-LV-S would achieve for another use of the service not utilised. The rules on customer withdrawal apply accordingly.
8. 6. DJH-LV-S can withdraw from package tour contracts under the requirements in Section 651h Para. 4 No. 2 BGB. DJH-LV-S is permitted to terminate other service contracts if the implementation of the contract and in particular the stay by the guest is thwarted, significantly worsened, put at risk or adversely affected for reasons for which DJH-LV-S is not responsible, in particular elementary damage, official regulations or blockages, natural events, sicknesses, epidemics, pandemics or other force majeure. DJH-LV-S is obligated to inform the guest without delay after becoming aware of the circumstances that justify the termination and to declare the termination. Any payments made by the guest are to be reimbursed without delay; Section 651h Para. 5 BGB applies to package tours. Additional claims by the guest are excluded.

9. Choice of law, court of jurisdiction and consumer dispute resolution

9. 1. DJH-LV-S makes reference with regard to the law on resolving consumer disputes that DJH-LV-S does not participate in voluntary consumer dispute resolution. If a consumer dispute resolution becomes compulsory for DJH-LV-S after printing these travel conditions, DJH-LV-S will inform the consumer about this in an appropriate form. DJH-LV-S directs consumers to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/> for all service agreements concluded electronically.
9. 2. German law applies exclusively to the contractual relationship between the customer and DJH-LV-S. This also applies to the remaining legal relationships.
9. 3. The customer may only issue lawsuits against DJH-LV-S at the court responsible for its head office.
9. 4. The location of the customer is decisive for lawsuits by DJH-LV-S against the customer. For lawsuits against customers that are businesspeople,
9. 5. 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 DJH-LV-S head office.
9. 6. The provisions stated above do not apply if and to the extent to which applicable, non-mandatory provisions of the European Union or other international provisions are applicable to the contract with the customer in the customer's favour.

II. ADDITIONAL CONTRACT TERMS FOR ACCOMMODATION AND FOR CONFERENCE AND DAY EVENTS OF DJH-LV-S

1. Scope of these additional contractual terms for accommodation and for conference and day event services (Section II.)

1. 1. The provisions of this Section II apply, if effectively agreed, along with and supplementary to the provisions in Section I for individual accommodation services as defined by Section 651a Para. 3 No. 2 (in addition to subsidiary services such as catering) and for conference or day event services (so the provision of rooms, technical devices and catering) that are offered either individually or as part of an accommodation service.
1. 2. The provisions of Section I and this Section II represent the content of the guest accommodation or conference contract that the guest or group client concludes on booking with DJH-LV-S and supplement the applicable statutory provisions.

2. Services and service changes for accommodation, conference and day event services

2. 1. The services to be provided by DJH-LV-S arise exclusively from the content of the booking confirmation in combination with the valid brochure or YH description and any additional agreements explicitly made with the guest. It is recommended that the guest makes additional agreements in writing.
2. 2. Without explicit agreement there is no claim by the guest to the assignment of a particular room, location in the room or placement of a room next to or near the room of other guests travelling together. The provision stated above applies to the assignment and placement of beds.

2. 3. There is no claim to a particular size, equipment or particular fittings for the accommodation assigned to the guest if nothing further has been explicitly stated concerning this in the contract or the relevant size and equipment is not clear from the booking basis, agreed room or price category.
2. 4. DJH-LV-S or the local YH is not obligated to provide additional services beyond the provision of the accommodation and/or conference room with equipment if nothing further has been explicitly agreed in this regard or is stated in the booking basis. This applies in particular to the provision of and access to leisure equipment, catering services, transport services as well as care and support services.
2. 5. With regard to equipment, offers, fittings and other services for which the booking basis, in particular the internet description or YH brochure, explicitly states there are seasonal restrictions, the service duty only exists under these seasonal restrictions.
2. 6. If people with disabilities, health restrictions or mobility restrictions are included as guests, without an explicit agreement on such, there is no contractual obligation for the
2. 7. creation, manufacture and maintenance of particular characteristics, functionalities, equipment or facts that are required or desired by the guest. Special support services are only required for such guests under the contract if these have been explicitly agreed or are explicitly offered in the booking basis as general services offered in the building. Applicable binding statutory provisions on the obligation to take such people are unaffected by this.
2. 8. With regard to contractual obligations to minors, reference is made to No. 3 in Section I of these terms and conditions.

3. Prices and price increases

3. 1. The prices agreed between the guest and DJH-LV-S or the YH apply.
3. 2. If at the time the contract is concluded the prices are not yet fixed for the period booked by the guest, under the statutory provisions in Section 315 BGB, the prices that DJH-LV-S subsequently sets for the relevant booking period and service booked apply. If such prices vary to the disadvantage of the guest by more than 5% from the prices applicable at the time of the booking for the same occupancy period and service scope, the guest is permitted to withdraw from the guest accommodation contract free of charge. DJH-LV-S will inform the guest about setting the relevant prices without delay; the guest has the potential right to withdraw without delay after notification of the prices set by DJH-LV-S.
3. 3. If nothing further has been agreed in the individual case, DJH-LV-S is entitled after concluding the contract to increase the contractually agreed price by up to 10%
 - a) for increases to utility costs (water, electricity, gas, heating)
 - b) for increases in staff costs
 - c) and the introduction or increase in taxes or charges if this increase affects the agreed rental price.
3. 4. An increase is only permissible if there are more than 4 months between concluding the contract and the agreed start of occupancy and the circumstances resulting in the increase had not yet occurred before the contract was concluded and were not foreseeable for DJH-LV-S when the contract was concluded. DJH-LV-S must inform the guest without delay after becoming aware of the reason for the increase and to assert the increase as well as notify the reason for the increase.
3. 5. In the event of a permitted increase that exceeds 5% of the agreed basic rental price, the guest may withdraw from the con-

tract without a payment obligation to DJH-LV-S. The withdrawal declaration does not require a particular form and must be notified to DJH-LV-S without delay after receiving the increase request. The written form is recommended.

4. Payment and rebooking

4. 1. The local YHs are, if payment is processed with them as agreed, authorised to collect DJH-LV-S debts under the condition that all subsequently set rights and duties also apply to the local YH as the authorised collection agent and representative of DJH-LV-S.
4. 2. The due date for the advance and final payment depends on the agreement made with the guest and the provision noted in the booking confirmation. If no special agreement has been made, the full accommodation price including fees for subsidiary costs and additional services must be paid on arrival at the YH and before entering the accommodation or using the contractual services and is to be paid locally to the relevant YH.
4. 3. DJH-LV-S or the YH can request payment in advance after the contract has been concluded. If nothing further has been agreed, it is 20% of the total price of the accommodation services and/or conference or day event services and additional booked services and is
 - if payment is not made using a credit card, to be paid to the details provided on the booking confirmation and the account stated there within 14 days of receipt of the booking confirmation; for bookings within 30 days of the accommodation start, whereby the time the payment is credited to the stated account is decisive for whether it was paid on time;
 - if payment is made by credit card, the amount of the advance payment due is charged by the relevant YH immediately after concluding the booking process.
4. 4. For guests resident in other countries, if nothing further has been agreed in the individual case, the whole price is to be paid after receiving the booking confirmation for bookings up to 6 weeks before accommodation starts in full without advance payment by bank transfer to the stated account. For bookings within 6 weeks of the accommodation start, the total price must be paid in full on receipt of the booking confirmation and always before entering the accommodation or using the contractual services on-site at the relevant YH. Therefore reference is made to Number 4.6 b) below.
4. 5. Payments, in particular payments from other countries, must be made by free of charge and expenses for the stated recipient. Payments in foreign currencies and by cheque are not possible. Many YHs accept payments by credit card. But there is no legal right to payment by credit card.
4. 6. If DJH-LV-S or the local YH is willing and able to provide the contractual services and there is no statutory or contractual retention right or offsetting right for the guest, the following applies:
 - a) Without full payment of an agreed advance payment or other pre-payment the guest has no right to enter the accommodation and use the contractual services.
 - b) If the guest does not provide an agreed advance payment or other pre-payment in spite of a reminder by DJH-LV-S after setting an additional period or does not do so in full and this is the customer's responsibility, DJH-LV-S is entitled to withdraw from the contract with the guest and charge the withdrawal costs stated in Number 5 or 6 of these conditions.
 - c) There is no claim by the guest after conclusion of the contract to changes relating to the arrival and departure deadlines, occupancy start and end, room type, catering type, stay duration, booked additional services or other contractual services (rebooking). If a rebooking is undertaken at the request of the

guest, DJH-LV-S can collect a rebooking fee of €20.00 per rebooking up to 6 weeks before occupancy starts. Guest rebooking requests made later than 6 weeks before occupancy starts can, if implementation is even possible, only be implemented after withdrawal from the guest acceptance contract under Number 5 and making a new booking at the same time. This does not apply to rebooking requests that only result in minor costs.

d) For rebookings for larger closed groups (as defined by Number I. 5.1 lit. a) the following applies: No rebooking fees are charged for changes to participant numbers, number and type of beds/rooms, category and/or catering that were agreed in advance with the GC if such changes are made by the GC within the periods agreed in the individual contract.

5. Withdrawal and non-arrival for accommodation services; breaking the accommodation stay

5. 1. The guest is informed that there is no general statutory withdrawal and termination right for guest accommodation contracts. DJH-LV-S however grants the guest a contractual withdrawal right under the following conditions.
5. 2. The withdrawal is possible at any time before occupancy starts. It is recommended that the guest declare the withdrawal in writing to avoid misunderstandings. The withdrawal declaration must be addressed to the YH.
5. 3. The withdrawal right can be implemented for individual guests, couples, families and small groups (as defined by Number I 5.1 lit. a) up to 14 days, for larger closed groups (as defined by Number I 5.1 lit. a) up to 60 days before the date on which occupancy starts free of charge whereby receipt by the YH is decisive in determining whether it was made in time.
5. 4. For withdrawals by individuals, couples, families and small groups (as defined by Number I 5.1 lit. a) later than 14 days, for larger closed groups (as defined by Number I. 5.1 lit. a) later than 60 days before occupancy starts, the DJH-LV-S claim to payment of the agreed accommodation price including catering and additional services remains in force.
5. 5. DJH-LV-S must make efforts within its normal business operation, without the obligation for special efforts and when considering the special character of the booked accommodation (e.g. family room, group room) to occupy the accommodation by other means.
5. 6. DJH-LV-S must offset income from other occupancy and, if this is not possible, any costs saved.
5. 7. If the guest does not implement the free withdrawal right or does not do so in time, the following applies:

DJH-LV-S has stated the following compensation flat-rates whilst taking into account the period between the withdrawal declaration and start of occupancy and considering the expected savings on expenses and the expected acquisition of other uses of the occupancy services. The compensation is calculated as follows after the time of the receipt of the withdrawal declaration with the relevant cancellation classifications based on the occupancy price:

For pure occupancy services (without food) or occupancy with breakfast

Up to 60 days (or for individual guests, couples, families and small groups as defined by Number I 5.1 lit. a up to 14 days) before Arrival: free of charge

- between 59 and 40 days before arrival: 20%
- between 39 and 15 days before arrival: 50 %
- between 14 and 7 days before arrival: 70%

- from 6 days before arrival
- Or no show 80%.

For occupancy with half board or full board

Up to 60 days (or for individual guests, couples, families and small groups as defined by Number I 5.1 lit. a up to 14 days) before Arrival: free of charge

- between 59 and 40 days before arrival: 20%
- between 39 and 15 days before arrival: 40 %
- between 14 and 7 days before arrival: 50%
- from 6 days before arrival
- Or no show 60%.

If up to 10% of all participants of a larger closed group (as defined by Number I 5.1 lit. a) withdraw from the travel contract, no compensation is to be paid for these participants based on the cancellation flat-rates stated above. The cancellation flat-rates stated above apply in addition in full.

5. 8. It is explicitly the guest's responsibility to demonstrate to DJH-LV-S that their saved costs are significantly higher than the deductions stated above or that other use of the accommodation or other services took place or that DJH-LV-S had higher income through other occupancy than that charged to it. In the event of such evidence the guest is only obliged to pay the relevant lower amount.
5. 9. It is urgently recommended that insurance is taken out to cover travel cancellation costs.
5. 10. For couples, families and private small groups the provisions stated above apply if a binding booking was made for a particular number of people even if the total number of guests falls no matter whether this occurs through simple notification, explicit termination, withdrawal declaration or non-arrival.
5. 11. For larger closed group bookings (as defined by Number I 5.1 lit. a) the provisions stated above apply if the GC or its PAs stop the stay for personal reasons (Section 537 Para. 1 S. 1 BGB). Warranty claims by the GC or PAs are unaffected by this. If variable participant numbers and/or beds/rooms have been agreed with the GC, the GC must inform DJH-LV-S in writing or text about the final participant numbers and/or beds/rooms by the agreed deadline. If such a notification is not received or not in good time, DJH-LV-S can assert the payment claim in line with Number 5.4 - Number 5.8.
5. 12. The provisions stated above also apply for a guest stopping the stay and this is not justified through a statutory or contractual extraordinary termination right or DJH-LV-S is otherwise responsible for stopping the stay for other reasons or the causing circumstances are exclusively in the risk sphere of DJH-LV-S.

6. Cancellation of conference and day event services

6. 1. For conference and day event services the provisions in Numbers 5.1 to 5.8 and 5.10 to 5.12 apply accordingly whereby the compensation is calculated contrary to the tables in Number 5.7 as follows on the basis of the day or conference service price:

Up to 60 days (or for individual guests, couples, families and small groups as defined by Number I 5.1 lit. a up to 14 days) before service starts: free of charge

- between 59 and 40 days before service starts: 20%
- between 39 and 15 days before service starts: 50 %
- between 14 and 7 days before service starts: 70%
- between 6 days and the day service starts
- Or no show 80%.

6. 2. If in addition to the conference and day event services accommodation services have been agreed for conference participants,

speakers or other participants or people, for these accommodation services the withdrawal costs are charged according to the percentages set in Number 5.7 of these contractual terms based on the relevant occupancy price for accommodation with breakfast.

7. Arrival and departure

7. 1. There is no claim by a guest for accommodation or use of the contractually agreed services at a particular time on the date of arrival. There is also no right to use the accommodation and fixtures of the YH up to a particular time on the date of departure.
7. 2. If in the individual case nothing further has been agreed, the times for entering the accommodation on the date of arrival and the latest time to vacate the accommodation on the departure date are provided in the information from the relevant YH and notified to the customer at the latest in the booking confirmation.
7. 3. The guest must arrive at the stated or agreed time.
7. 4. The following applies to later arrivals:
 - The guest is obliged to inform the relevant YH at the latest by the agreed or notified arrival time if they will arrive later or will only utilise the booked accommodation on a subsequent day, for stays lasting for several days.
 - If notification is not received in good time, DJH-LV-S is permitted to utilise the accommodation in another way. The provisions in Number 7 apply accordingly to the period of non-occupancy.
 - If the guest notifies later arrival, they must pay the agreed fee minus any saved expenses by DJH-LV-S under Number 7 for the occupancy period not used unless DJH-LV-S is responsible under contract or law for the reasons for the late arrival or occupancy.
7. 5. The guest must vacate the accommodation in full at the stated or agreed time on the date of departure. If the accommodation is not released in good time, DJH-LV-S may request an appropriate additional fee. Further damage can still be asserted by DJH-LV-S.

8. Duties of the customer; termination right by the customer due to defects

8. 1. The guest is obligated to check the accommodation and its fittings on arrival and notify any obvious defects or damage to the hostel management without delay. This obligation exists explicitly also for defects or damage that is not viewed by the guest as a defect or adversity if it is objectively recognisable to the guest that there could be uncertainty about the timing and responsibility for such damage and assignment to them or a previous guest.
8. 2. The guest is obliged to notify the hostel management about defects and faults without delay and to request resolution. If defects or faults occur repeatedly or if resolution measures by the hostel management have not resolved the defect or fault, the guest is obligated to report the fault again. If the fault is not notified in a culpable manner, the guest's rights may lapse in full or in part.
8. 3. The guest may terminate the contract if the faults or defects are significant. Prior to this they must set DJH-LV-S as part of the notification of defects an appropriate resolution period unless resolution is impossible, refused by DJH-LV-S or the hostel management or immediate termination is factually justified by DJH-LV-S or the hostel management as a result of the recognisable interest of the guest or continuing the stay is objectively unreasonable for such reasons.

9. Liability restriction; parking cars and bikes

9. 1. The liability of DJH-LV-S from the guest accommodation contract under Section 536a BGB for damage resulting from the

infringement of a key duty the fulfilment of which permits the proper implementation of the guest accommodation contract or the infringement of which puts at risk the achievement of the contractual purpose and resulting in injury to life, limb or health, is excluded if it is not due to a deliberate or grossly negligent duty infringement by DJH-LV-S or a statutory representative or vicarious agent of DJH-LV-S.

9. 2. This provision does not affect the accommodation provider's liability on the part of DJH-LV-S for property brought in by guests pursuant to Sections 701 ff of the German Civil Code (BGB).
9. 3. DJH-LV-S is not liable for faults associated with the services that are clearly arranged during the stay for the guest as third-party services (e.g. sports events, theatre visits, exhibitions etc.). This also applies to third-party services that are already arranged when booking the accommodation if these are explicitly marked as third-party services in the booking basis or booking confirmation.
9. 4. If the customer is provided with a car parking space in the YH garage or car park including for a fee this does not create a storage contract. There is no obligation by the YH to monitor the vehicle. If vehicles parked on or manoeuvred on the YH property or their contents or tyres are lost or damaged, the YH is not liable if the YH, statutory representatives or vicarious agents are not responsible due to deliberate acts or gross negligence.

10. Limitation of claims

10. 1. Contractual claims by the guest to DJH-LV-S from the accommodation contract for injury to life, limb or health including contractual claims to pain and suffering based on negligent duty infringement or a deliberate or negligent duty infringements by its statutory representatives or vicarious agents lapse after three years. This also applies to claims for the reimbursement of other damages based on the grossly negligent infringement of duty by DJH-LV-S or by their statutory representatives or vicarious agents.
10. 2. All other contractual claims lapse after one year. 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.
10. 3. The limitation periods under the provisions stated above each start at the end of the year in which the claim was created and the guest was informed about circumstances that form the basis for the claim and DJH-LV-S as the debtor knew or should have known about them without gross negligence.
10. 4. If there are negotiations between the guest and DJH-LV-S about the asserted claims or circumstances that give rise to the claim, the limitation period is stopped until the guest or DJH-LV-S refuses to continue the negotiations. The limitation period stated above of one year comes into force at the earliest 3 months after the end of the stoppage period.

11. Special provisions relating to pandemics (in particular the coronavirus)

11. 1. The parties agree that the agreed services will be provided by the relevant YH whilst complying with and subject to the official requirements and conditions in place at the time of travel.
11. 2. The guest declares they will comply with appropriate usage regulations or restrictions at the YH when using services and will inform the YH without delay about the occurrence of typical illness symptoms.
11. 3. Statutory warranty claims by the guest are unaffected.

12. Additional special rules for closed group bookings

12. 1. The PR, if there are several at least one, is obligated to overnight in the YH throughout the whole group stay (the full night/sleeping time of the group).
12. 2. The GC must comply with all of the statutory provisions relating to the implementation of its group's stay in the YH, in particular the provisions for youth protection, and ensure that its PR complies with and implements such regulations.
12. 3. The GC is informed that the combination of accommodation and other services by DJH-LV-S with other services, in particular transport services that it organises, may lead to its event or services being regarded by PAs as a package tour as defined in the statutory provisions in Sections 651 a to m BGB. The GC is exclusively obligated to undertake a legal check of this kind if necessary and to comply with the requirements of the law and jurisprudence. DJH-LV-S is neither entitled nor obliged to provide legal advice in this regard.
12. 4. The GC must not provide its participants with, make assurances and/or promise services that go beyond or contradict the services agreed with DJH-LV-S.
12. 5. The GC and PR have no instruction rights to the YH hostel management or other YH employees.
12. 6. The GC has been informed that the DJH-LV-S contractual services without explicit further agreement do not cover insurance benefits in favour of the GC, PR or participants, in particular travel withdrawal cost insurance, travel cancellation insurance, liability insurance for damage caused by the GC, PR or PAs.

III. ADDITIONAL PACKAGE TOUR CONDITIONS FROM DJH-LV-S

1. Scope for these additional contractual terms for package tour services (Section III.)

1. 1. The provisions of this Section III apply, if effectively agreed, along with and supplementary to the provisions in Section I for individual accommodation services as defined by the statutory provisions of Section 651a BGB. The provisions in Sections I and II represent in the event of a booking the content of the package tour contract that comes into existence between the customer and DJH-LV-S.
1. 2. The provisions of Section I and this Section II supplement the statutory provisions of Sections 651a - y BGB (German Civil Code) and Articles 250 and 252 of the EGBGB (Introductory Act to the German Civil Code) and complete these.

2. Payment

2. 1. DJH-LV-S and the trip organiser may only request or accept payments for the trip price before the end of the package tour if there is an effective hedging agreement and the customer has been handed the security certificate with the name and contact data of the hedging agent in a clear, understandable and emphasised manner.
2. 2. If nothing further has been agreed in the individual case the following applies
 - to children, youth and family trips excluding school and class trips,
 - to booking sports, music and leisure groups for whom in addition to accommodation and internal subsidiary services (in particular catering services or the provision of the company's own equipment) also the use of other equipment such as ex-

ternal training rooms or sports centres are provided as training or practice areas (e.g. training camp, choir and orchestra practice)

- and for all trips that cover the return trip of the traveller to the departure location:

a) After concluding the contract on provision of the security certificate, advance payment of 20% of the travel cost is due within 14 days. 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 7. For bookings less than 30 days before the trip starts, the whole price is due for payment immediately.

b) If the customer does not pay the advance and/or remaining payment in line with the agreed payment due dates, although DJH-LV-S is willing and able to properly provide the contractual services and has fulfilled its statutory notification duties and there is no statutory or contractual retention right for the customer, DJH-LV-S is entitled after a reminder with a subsequent period set to withdraw from the package tour contract and charge the customer the withdrawal costs as stated in Number 5.

2. 3. If nothing further has been explicitly agreed in the individual case, all other package tours from the DJH-LV-S range that are not listed in Number 2.2., in particular school and class trips, are to be paid for after the end of the package tour either by payment on departure in the YH or based on an appropriate invoice from DJH-LV-S to DJH-LV-S after the return of the customer.

3. Changes to contractual content before the trip starts that do not relate to the tour price

3. 1. Variations to key characteristics of travel services from the agreed content of the package tour contract that are necessary after the contract has been concluded and arranged by DJH-LV-S in good faith before the trip starts, are permitted if the variances are insignificant and do not adversely affect the trip as a whole.
3. 2. DJH-LV-S is obligated to inform the customer about service changes without delay after becoming aware of the reason for the change using a permanent data medium (e.g. also by email, SMS or voice message) in a clear, understandable and emphasised manner.
3. 3. In the event of a significant change to a key characteristic of a travel service or the variance of special requirements by the customer that have become the content of the package tour contract, the customer is entitled within an appropriate period set by DJH-LV-S at the same time as the notification of the change to either accept the change or withdraw from the package tour contract without charge. If the customer does not explicitly declare the withdrawal from the package tour contract within the period set by DJH-LV-S the change is considered to have been accepted.
3. 4. Any warranty claims remain unaffected if the modified services have defects. If DJH-LV-S has lower costs when implementing the modified trip or any replacement trip offered with equivalent characteristics at the same price, the customer is to be reimbursed for the difference in line with Section 651m Para. 2 BGB.

4. Use of services (arrival and departure)

4. 1. The arrival of the traveller must take place at the agreed time; if no specific agreement is made at the latest by 18:00.
4. 2. The following applies to later arrivals:
 - a) The traveller is obliged to inform the host at the latest by 18:00 or the agreed arrival time if they will arrive later or will utilise the booked accommodation on a subsequent day for stays lasting for several days.

b) If notification is not received on time, non-arrival is assumed and the provisions in Number 5 below apply.

c) If notification is received on-time and the customer does not use the travel services due to later arrival or does not do so in full, the provisions in the following Number 6 also apply.

4. 3. The guest must release the accommodation to the YH at the agreed time; if no specific agreement is made at the latest by 10:00 on the date of departure. If the accommodation is not released in good time, DJH-LV-S may request an appropriate additional fee. Further damage can still be asserted by DJH-LV-S. A right to use the YH facilities after 10:00 on the departure day only exists in the event of a general notification of this by the YH or an agreement reached with the YH in the individual case.

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

5. 1. The customer can withdraw from the package tour contract at any time before the trip starts. Withdrawal must be declared to DJH-LV-S at the address stated below; if the trip was booked via a tour operator the withdrawal can also 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, DJH-LV-S loses the right to the trip price. Instead DJH-LV-S can request appropriate compensation if it is not responsible for the withdrawal. DJH-LV-S cannot request compensation if at the location specified or its immediate vicinity unavoidable extraordinary circumstances occur that significantly affect the implementation of the package tour or the transport of people to the destination; circumstances are unavoidable and extraordinary if they are not in the control of the party relying on them, and their consequences could also not be avoided if all reasonable precautions had been undertaken.
5. 3. DJH-LV-S has stated the following compensation flat-rates whilst taking into account the period between the withdrawal declaration and start of the trip and considering the expected savings on expenses and the expected acquisition of other uses of the travel services. The compensation is calculated as follows after the time of the receipt of the withdrawal declaration with the relevant cancellation classifications based on the travel price:

Up to 60 days before arrival: free of charge

- between 59 and 40 days before arrival: 20%
- between 39 and 15 days before arrival: 50 %
- between 14 and 7 days before arrival: 75%
- from 6 days before arrival
- Or no show 90%.

If up to 10% of all participants of a larger closed group (as defined by Number 1 5.1 lit. a) withdraw from the travel contract, only half of the compensation is to be paid by the participant based on the cancellation flat-rates stated above. The cancellation flat-rates stated above apply in addition in full.

5. 4. It is the customer's responsibility to demonstrate to DJH-LV-S that no damage or significantly lower damage occurred than the compensation flat-rates requested.
5. 5. A compensation flat-rate under Number 5.3 is not considered to have been set and agreed if DJH-LV-S proves that DJH-LV-S incurred significantly higher costs than the amount calculated in the flat-rates stated in Number 5.3. In this case DJH-LV-S is obliged to provide specific evidence for the requested compensation including the amount whilst taking into account any saved costs and acquisition of any other use of the travel services.
5. 6. If DJH-LV-S is obliged to repay the travel cost due to a withdrawal, Section 651h Para. (5) BGB remains unaffected.

5. 7. The customer's statutory right under Section 651 e BGB to request notification by DJH-LV-S on a permanent data medium that instead of itself a third party will enter into the rights and duties from the package tour contract remains unaffected by the provisions stated above. Such a declaration must be received in all cases in good time by DJH-LV-S at least 7 days before the trip starts.
5. 8. It is urgently recommended that guests conclude travel withdrawal cost insurance and insurance to cover the return costs in the event of accident or illness.

6. Services not utilised

If a traveller does not use the individual travel services which DJH-LV-S was willing and able to provide in line with the contract for reasons for which the traveller is responsible, they have no claim to pro rata reimbursement of the trip cost if such reasons would not have justified the free withdrawal or termination of the trip contract under the statutory provisions. DJH-LV-S will endeavour to obtain reimbursement for the costs saved from the service providers. This obligation lapses if the services are completely insignificant.

7. Withdrawal due to not reaching the minimum number of participants

7. 1. DJH-LV-S 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 time by which the customer must receive the withdrawal agreement by DJH-LV-S must be stated in the relevant pre-contractual notification.
- b) DJH-LV-S must state the minimum number of participants and the latest withdrawal deadline in the travel confirmation
- c) DJH-LV-S is obligated to declare the cancellation of the trip without delay to travellers if it is clear that the trip cannot take place due to the number of participants not being reached.
- d) A withdrawal by DJH-LV-S is not permissible later than 31 days before the trip starts.
- 7.2 If the trip is not conducted for this reason, the customer receives the payments made for the travel costs without delay; Number 5.6 applies as appropriate.

8. Responsibilities of the customer/traveller

8. 1. Travel documents

The customer must inform DJH-LV-S or its tour operator through which they booked the travel service if they do not receive the necessary travel documents (e.g. flight coupon, hotel coupon) within the period notified by DJH-LV-S.

8. 2. Notification of defects / assistance request

- a) If the trip is not provided free of defects, the traveller can request assistance.
- b) If DJH-LV-S cannot provide assistance due to the culpable non-receipt of the defect notification, the traveller cannot claim either price reduction under Section 651m BGB or damages under Section 651n BGB
- c) The traveller is obligated to inform the DJH-LV-S representative on-site without delay about defects. If a representative of DJH-LV-S is not available on-site and is not required contractually, any trip defects must be notified to DJH-LV-S using the contact point provided by DJH-LV-S; the availability of the DJH-LV-S representative or the local contact point is notified in the

travel confirmation. The traveller can however make their tour operator through whom they booked the travel service aware of the defect.

d) The DJH-LV-S representative is appointed to provide assistance if this is possible. They are however not permitted to recognise claims.

8. 3. Setting a period before termination

If the customer/traveller wants to terminate the package tour contract under Section 651I BGB due to a defect specified in Section 651i Para. (2) BGB, if it is significant, they must set DJH-LV-S in advance an appropriate period to provide assistance. This only applies if the assistance is refused by DJH-LV-S and is required immediately.

9. Limitation of liability

9. 1. The DJH-LV-S contractual liability for damages not arising from injury to life, limb or health and not caused in a culpable manner is restricted to three times the travel price. Any additional claims under the Montreal Treaty or Aviation Act remain unaffected by this liability restriction.

9. 2. DJH-LV-S is not liable for service faults, personal injury or property damage in connection with services that are only organised from third parties (e.g. arranged trips, sports events, theatre visits, exhibitions) if these services are explicitly marked in the trip description and confirmation whilst stating the identity and address of the partner arranged as third-party services so clearly that they are recognisable for the traveller as not part of the DJH-LV-S travel services and have to be selected separately. Sections 651b, 651c, 651w and 651y BGB remain unaffected by this.

9. 3. DJH-LV-S is liable however if and to the extent to which damage to the traveller was caused by the infringement of notification, clarification or organisational duties by DJH-LV-S.

10. Assertion of claims, addressee

The customer/traveller must assert claims under Section 651I Para. (3) No. 2, 4-7 BGB against DJH-LV-S. The assertion can also take place via the tour operator if the package tour was booked via this tour operator. It is recommended that claims are asserted in written form. The contractual claims listed in Section 651i Para. (3) BGB lapse after 2 years. The lapsing starts on the day on which the trip should end according to the contract. If the contract relates to an individual travel service and the customer is disadvantaged legally by the application of the package tour law and these conditions, the key provisions of hospitality law (rental and service law) or the general legal provision apply.

11. Additional terms for trips with closed groups

11. 1. The following provisions of this Number 11 apply in addition to these DJH-LV-S travel terms to travel and accommodation services for closed groups.

11. 2. DJH-LV-S is not liable for services or parts of services no matter of what kind that are offered, organised, implemented and/or provided to the customer with or without the knowledge of DJH-LV-S by the group client or person responsible for the group in addition to the DJH-LV-S services. This includes in particular arrivals and departures organised by the group client or person responsible for the group from/to the contractually agreed departure or return location agreed contractually with DJH-LV-S, events not included in the DJH-LV-S scope before and after the trip and at the travel location (excursions, trips, meetings etc.) and those using trip leaders by the group client or person responsible for the group and not covered by the DJH-LV-S contract.

11. 3. DJH-LV-S is not liable for measures and lapses by the group client or person responsible for the group or the trip manager

deployed by these during and after the trip, in particular not for changes to contractual services that are not agreed with DJH-LV-S, instructions to local guides, special agreements with various service providers, information and assurances to customers.

11. 4. The customer must undertake the fault notification for which they are responsible if there are service faults under the condition of the provisions in Number 8.2 lit. c).

11. 5. If nothing further has been explicitly agreed, group clients or people responsible for the group or a trip leader appointed by these are not entitled or authorised to receive fault notifications from group trip participants. They are also not entitled during or after the trip to recognise complaints from customers for or payment claims by DJH-LV-S.

12. Special provisions relating to pandemics (in particular the coronavirus)

12. 1. The parties agree that the agreed travel services will be provided by the relevant service provider whilst complying with and subject to the official requirements and conditions in place at the time of travel.

12. 2. The traveller declares they will comply with appropriate usage regulations or restrictions of the service provider when using services and will inform the trip manager without delay about the occurrence of typical illness symptoms.

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The accommodation operator / conference and day service provider or tour organiser is: Deutsches Jugendherbergswerk – Landesverband Sachsen e.V. Company / legal form or legal entity

§ Court of registration: Chemnitz Regional Court Registration number: VR 18
§ Directors entitled to represent the organisation: Susan Graf, Uwe Brösel

Zschopauer Straße 216, 09126 Chemnitz
Telephone: +49 371 56153 0
Fax: +49 371 56153 99
Email address: service-sachsen@jugendherberge.de