

General Terms and Conditions (AGB) for the Accommodation Facility

City Backpacker GmbH & Co KG, as at 12 Jan 2015

§1 Scope of Application

These Terms and Conditions shall apply to all contracts referring to the rental use of rooms or individual beds for the purpose of accommodation as well as any further deliveries and services rendered to the Client by Five Elements Hostel, Moselstraße 40, 60329 Frankfurt am Main, operating company: City Backpacker GmbH & Co KG, thereafter referred to as "Provider of Service".

Subletting of the let rooms as well as their use for other purposes than accommodation require the prior written approval by the Provider of Service, whereas § 540, para. 1, page 2 BGB (German Civil Code) shall be void provided that the Client is not consumer. The terms and conditions of the Client shall only apply after explicit prior written approval.

§ 2 Conclusion of Contract, Contracting Partner, Limitation

The Contract shall come into effect by acceptance of the application of the Client by the Provider of Service. Any binding direct booking via agent and booking portals shall only be possible for up to 6 persons and up to 7 nights. Enquiries for larger bookings may only be made direct. The Provider of Service shall not be bound by a confirmation by an agent (booking portal).

Booking costs incurred by the Client shall not be refundable.

The limitation to 6 persons /nights applies also to the total of interconnected individual bookings.

If the Provider of Service has already rejected an enquiry made by a Client, he reserves the right also not to accept a booking by the same Client via an agent.

The Provider of Service shall be free to confirm the room booking in writing. Provider of Service and Client shall be Contracting Parties. If any third party made the order on behalf of the Client, this third party shall be liable to the Provider of Service with the Client as joint and several debtor for all obligations arising from this Accommodation Contract.

As a matter of principle, any claims against the Provider of Service shall become time-barred within one year starting from the beginning of the knowledge-dependent regular limitation period under § 199, para 1 BGB. Claims for damages become time-barred within 5 years independent of any knowledge. The shortenings of limitation periods do not apply to claims based on a deliberate or negligent violation of duty by the Providers of Service.

§ 3 Services, Rates, Payment, Set-off

The Provider of Service shall be obliged to hold ready the beds or rooms booked by the Client and to render the agreed services. The Client shall be obliged to pay, not later than upon arrival, the applicable and agreed, respectively, rates of the Providers of Service for the letting of rooms and further services used by him. This also applies to services prompted by the Client and expenses by the Providers of Services towards third parties. The agreed rates shall include the applicable statutory value-added tax.

The Provider of Services shall be entitled at any time to fix a due date for accrued claims and to demand immediate payment. In case of delay of payment the Provider of Services shall be entitled to ask for payment of the statutory interest on arrears applicable in each case amounting at present to 8% above the base lending rate and to 5% in the case of legal transactions in which a consumer is involved.

The Provider of Services shall be reserved the proof of a higher damage. The Client shall be obliged to confirm his booking one day prior to his arrival by notifying a binding arrival time.

Without confirmation and upon late arrival, respectively, the booking shall become void. The Provider of Services shall be entitled to ask instead for an appropriate advance payment or security upon conclusion of contract or thereafter e.g. by a valid credit card. The amount of advance payment and the due dates may be agreed upon in the Contract in writing. In excess of this, the Provider of Services shall be entitled to ask for an appropriate security deposit for the duration of the stay.

§ 4 Withdrawal by the Client (Cancellation), Non-use of Services

If not agreed otherwise in individual contracts, in the case of withdrawal by the Client the latter shall pay the Provider of Service a lump sum compensation (cancellation fee) graded as follows:

Cancellation up to 30 days prior to arrival: 10% of the value of Contract

Cancellation up to 7 days prior to arrival: 50% of the value of Contract

Cancellation up to 1 day prior to arrival: 75% of the value of Contract

Thereafter and in the case of no show, respectively 100% of the pro rata rate for the first night and 75% of the following nights.

A booking counts as no-show upon failure to arrive at the agreed arrival time. If no arrival time agreed, 6pm is assumed as arrival time.

During trade fairs the Provider of Services reserves himself the right to ask for advance payment covering the whole contract value without any entitlement to reimbursement.

The contract value shall be the gross rate for boarding and lodging agreed upon in the Accommodation Contract, however without any additional services which were only arranged by third parties. If advance payments were agreed or made which are exceeding the above cancellation fees they shall be considered as cancellation fee. However, the Provider of Service may claim against the Client for cancellation / damage claims for additional services booked with third parties on behalf of the Client. In the case of partial withdrawals from the contract (e.g. reduced number of persons) the cancellation fee shall become due only for the affected part and scope of the contract.

However, the Provider of Service shall be entitled to apply the currently prevailing standard conditions for the reduced service, provided the Client was granted concessions different therefrom.

One-time partial withdrawals of up to 10% of the contract value shall come under goodwill and will be free of cancellation fees.

§ 5 Withdrawal by the Provider of Service

If the right of free withdrawal by the Client within a certain period of time was agreed upon in writing, the Provider of Service on his part shall be entitled within this period of time to withdraw from the contract, if enquiries by other Clients exist for the contractually booked rooms and the Client, upon inquiry by the Provider of Service, does not waive his right for withdrawal. If an agreed advance payment or an advance payment demanded in compliance with § 3, para. 6 of these Terms and Conditions is not paid also after the elapse of an appropriate period of grace set by the Provider of Service, the Provider of Service shall also be entitled to withdraw from the contract.

The Provider of Service shall also be entitled to withdraw from the contract for justified by the facts reason, e.g. if force major or other circumstances which are not justifiable by the Provider of Service make the fulfillment of the contract impossible; in case of a violation of § 1, para 2 of these General Terms and Conditions; if rooms are booked by giving misleading or wrong information of important facts, e.g. about the person and age of the Client or the purpose; if the Provider of Service has well-founded reason to expect that the utilization of the services rendered by the Hostel may impair the smooth business operation, the security or the image of the Provider of Service in public, but that this cannot be attributed to the power and organization of the Provider of Service. Among them are, in particular, however not exclusively, bookings by/for:

- Stag / Hen – nights
- any kind of animals
- representatives of racist, anti-Semitic, right-wing extremist or other violent-prone ideologies
- the purpose of using sexual services
- persons addicted to narcotics, alcoholized or obviously unfit to plead for other reasons
- groups and long-term bookings (>6 persons or > 7 nights) via booking portals, also if they are composed of several individual bookings for less than 6 persons. As a matter of principle, such bookings require direct enquiries.

The justified withdrawal of the Provider of Service does not entitle the Client to compensation or return of effected payments.

§ 6 Provision of Rooms, Handing over and Return

The Client does not obtain any entitlement to the provision of particular rooms. Booked rooms shall be available for the Client on the agreed day of arrival from 4 p.m. The Client shall be obliged to report immediately any noticed damages in the provided room, otherwise he will be under the obligation of proofing that he did not cause the damage.

The rooms must be vacated and made available to the Provider of Service not later than 12 noon on the agreed departure day. After that time on the grounds of the delayed vacation of the rooms the Provider of Service may charge 50% of the full list price for their use exceeding the contractual time until 6 p.m., after 6 p.m. 100%.

The Provider of Service shall be entitled to charge compensation for damages to the room, its use contrary to the contract and special cleaning because of unusual or wanton pollution.

§ 7 Liability of Provider of Service

The Provider of Service shall be liable for his obligations under this Contract with the diligence of a prudent businessman. Any damage claims by the Client are excluded under applicable law.

Excluded herefrom shall be damages arising from the injury of life and limb or health, provided the Provider of Service is liable for such breach of duty, other damages based on a deliberate or gross negligent breach of duty by the Provider of Service and damages based on a deliberate or negligent violation of duties typical for this type of contract by the Provider of Service. A breach of duty by the Provider of Service is equal to one of a statutory representative or a vicarious agent.

In the case of disruptions or deficiencies in the services provided by the Provider of Service, the Provider of Service shall aim at taking remedial action in case of knowledge or immediate notification by the Client.

The Client shall be obliged to contribute what can reasonably be expected of him in order to remedy the disruption and to keep a possible damage as low as possible.

The Client is aware that a specialty of the accommodation facility of the Provider of Service is among other things the letting of shared rooms, that the clients of a shared room share one key and that because of that persons other than the client himself have access to the room.

The Provider of Service offers the safekeeping of valuables and has placed sufficient lockers for other objects in each shared room.

If the deposited valuables are kept safe by the Provider of Service and other objects are locked in the locker, liability of the Provider of Services shall depend on the statutory regulations, however, not more the 100 times the room rate, however not more than € 3,500 for valuables and maximum € 800 for cash, otherwise the Provider of Service shall be exempted from liability, except in the case of intent or negligence.

The Provider of Service shall not be liable for loss or theft from the luggage room or the generally accessible lockers.

The liability claims expire unless the Client notifies the Provider of Service immediately after having obtained knowledge of the loss, destruction or partial damage (§ 703 BGB).

§ 8 Liability of the client

The client is liable for any damage done to the facilities of the hostel, especially when on purpose, especially when in breach of the house rules. This includes as well damage through extraordinary soiling. Members of a group of guests travelling together are each liable for the total damage done all group members together.

The hostel may claim the following minimum compensation regardless of actual damage:

- soiled mattress: 35 Euro, if no cleaning possible, 150 Euro
- soiled pillow: 25 Euro, if no cleaning possible, 50 Euro
- soiled bed cover: 35 Euro, if no cleaning possible, 75 Euro
- spilled drinks in the room, significant amounts: 200 Euro
- smoking in the room: 50 Euro each, min. 200 Euro per room

§ 9 Data Protection, Handling of Personal Data

We have to keep within statutory periods personal data (e.g. name, address, banking details, phone number) as part of our business correspondence for 6 years and invoices for 10 years, respectively. This also applies to e-mails and data base entries.

They are archived in regular intervals in order to make sure that the storage obligations are fulfilled, however that the number of persons having access to these data is kept as small as possible.

In no event will such data be misused or even passed on to third parties.

§ 10 Protection of Privacy

When booking a bed in a shared room you share the room and the key with third persons unknown to you. Should you not agree with this, please book a private room.

During occupancy the staff enters the rooms daily between 11a.m. and 4p.m. in order to remove waste and, if possible, to sweep and wipe the floor. Please let us know in case you do not want this.

The foyer and the floors are under video surveillance in order to prevent theft. The records are deleted after a fortnight.

§ 11 Final Provisions

Amendments or supplements to the Contract, the acceptance of the application or these Terms of Business for hostel accommodation require the written form. Any amendments or supplements by the Client shall be of no effect.

Place of performance and place of payment shall be the registered office of the Provider of Service. The exclusive place of jurisdiction - also for disputes over cheques and promissory notes - shall be the registered office of the Provider of Service for commercial transactions. Should one contracting partner fulfill the preconditions of § 38, para. 2 ZPO (German Code of Civil Procedure) and not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the place of the registered office of the Provider of Service.

German law shall apply. The application of the UN Sales Convention and the law of conflicts shall be excluded.

Should individual provisions of these General Terms and Conditions become ineffective or be or become void, the effectiveness of the other provisions shall not be affected.