

KS HOSTEL BERCHTESGADEN GMBH

Bahnhofplatz 4 -D-83471 Berchtesgaden

TERMS AND CONDITIONS

1. Terms and Conditions/scope of application/

Customer's responsibility

- 1.1. These terms and conditions are valid for all contracts regarding the rental of guest rooms of the Hostel for the accommodation as well as all other services provided for the guests of KS Hostel Berchtesgaden GmbH.
- 1.2. General terms and conditions are not valid unless it is validated by the Hostel in writing

2. Contract/cession to a Third party

- 2.1. Contracting parties are the guest and KS Hostel Berchtesgaden GmbH
- 2.2. The contract is concluded verbally or by written agreement between the Hostel and the guest
- 2.3. The subletting or any other cession of the rented rooms to a Third party need to be agreed in written consent by the Hostel
- 2.4. In case of a contract between a Third party and KS Hostel Berchtesgaden GmbH on behalf of a guest, the Third party is jointly and severally liable towards KS Hostel Berchtesgaden GmbH

3. Pricing, Payment, Invoicing

- 3.1. KS Hostel Berchtesgaden is obliged to provide the rooms and services as booked by the guest
- 3.2. The guest is liable to pay KS Hostel Berchtesgaden GmbH for the rented room(s) as well as for further claimed services the effective or agreed price. This is also valid for arranged services and expenses from KS Berchtesgaden GmbH to a Third party
- 3.3. All agreed prices include the legally binding VAT, except otherwise indicated
- 3.4. In case the period of time between contract and event is exceeded by 4 months, the price for the services provided by the Hostel may increase, then the Hostel is entitled to increase the price agreed in the original contract.
- 3.5. Changes (Changes in the numbers of the booked beds/rooms, the time of stay of the guests or other essential services by the Hostel) may entitle the Hostel to charge different prices
- 3.6. Invoices by the Hostel are payable without deduction immediately after receipt. In case of arrears the Hostel is entitled to charge overdue fines as well as interest of 5% above the respective base rate of the European Central Bank. The guest has the right reserved to provide proof of a lower price than the damage charged by the Hostel
- 3.7. The Hostel is entitled to either charge an appropriate prepayment of the overall bill or another deposit. The amount of the prepayment or deposit may be agreed in the contract. The balance of the outstanding amount has to be paid cash in full on arrival!
- 3.8. The guest only can add or deduct uncontested and legally established claims against the claims by the Hostel.
- 3.9. For bounced debits we charge €25

4. Providing, handing over and handing back of rooms

4.1. The guest is not entitled to be provided with a specific Bed/Room

4.2. The booked beds/rooms are available no later than 4pm on the agreed arrival date. The Hostel is entitled to lease booked beds/rooms otherwise after 6pm without the guest being entitled to a compensation unless a later arrival date was specifically agreed.

4.3. The beds/rooms have to be vacated no later than 11am on the agreed departure date. The Hostel is entitled to charge up to 50% of the rental price up to 6pm, but a minimum of €10, after 6pm the Hostel is entitled to 100% of the lodging. It is up to the guest to provide proof to the Hostel that there is no or a lesser damage arisen. Entitlement to compensation by the Hostel remains reserved.

5. Changes

From the time of the reservation there is only one change possible per process. In case of later changes we charge according to paragraph 3.4.

6. Cancellation by the customer

6.1. terms of cancellation

Unless otherwise agreed in the contract, the following terms of cancellation are valid:

For Groups of minimum 10 people

- Up to 8 weeks before arrival, free of charge
- Up to 6 weeks before arrival: 30% of the agreed total price
- Up to 2 weeks before arrival: 50% of the agreed total price
- From the 4. – 2. Day before arrival: 70% of the agreed total price
- 1 day before arrival: 80% of the agreed total price

Individuals and small groups up to 10 people:

- The booking can be cancelled free of charge up to two days before arrival 6pm (local time Hostel)
- In case of a cancellation less than 48 hours before arrival, a charge of 50% of the overall price will occur. This is also the case for short term bookings within 2 days before arrival.
- Cancellations are not possible if discounts, specials or special offers were booked through online portals

6.2. In case of a guest withdrawing from a contract with KS Hostel Berchtesgaden GmbH a written agreement is needed from KS Hostel Berchtesgaden GmbH. In case this agreement is not available, the full price agreed in the contract has to be paid, even when the customer does not claim the agreed services.

6.3. Should the customer not claim the rooms, the Hostel will deduct income of other lease of the room as well as saved expenditure towards the customer. The Hostel reserves the right to account for a flat rate towards the claim to be reimbursed. The guest is then liable to pay 80% of the agreed price and a minimum of 100% of the first night of the accommodation.

6.4. Liabilities by a Third party or special services, which are futile as a result of the cancellation have to be paid 100% in any case.

6.5. The guest has no obligation to pay according to paragraph 6 if the cancellation occurs for reasons justified on behalf of the Hostel.

6.6. In case of a cancellation of the booking, costs like i. e. visa, phone and administration charges can not be reimbursed.

7. Withdrawal by the Hostel

7.1. Provided a final confirmation of the contract by the guest is still not present, meaning, the reservations are only provisional, KS Hostel Berchtesgaden GmbH is entitled to withdraw from the contract

7.2. If an appropriate prepay or deposit is not paid within the agreed or reasonable period, the Hostel is entitled to withdraw from the contract.

7.3. Furthermore the Hostel is entitled to withdraw from the contract for important reasons, in case of force majeure, or any other circumstance not maintained by the Hostel which will deem the contract as unconscionable (i. e. insolvency etc.), or in case rooms were booked under false information by the guest or without permission by the Hostel to be used to other accommodation or if a guest offends paragraph 2.4. of this condition

8. Technical Equipment and Connections

8.1. Insofar as the Hostel procures technical and other equipment from a Third party on request of the guest, it acts on behalf and on charge for the guest. The guest is liable for carefully handling and for the duly return. The Hostel is released of any claims of a Third party off cession of this Equipment.

8.2. The Hostel has to agree in writing to the usage of a guests own electrical equipment to use the Hostels own power grid. Electrical faults or damages to the technical appliances of the Hostel occurred by these uses are at the expenses of the guest so far as the Hostel is not deemed responsible. The Hostel is entitled to evaluate the arisen power expenses as a flatrate and charge it to the guest.

8.3. The guest is entitled to use – after agreement with the Hostel – his/her own phone- fax- and data transmission appliances. The Hostel is entitled to charge a connection fee.

9. Loss or damage of brought property; liability of the Hostel

9.1. Brought personal and other objects are in the house at owners risk. The Hostel is not responsible for keep safe or guarding. The Hostel is not liable for loss, damage or sinking of personal belongings except at gross negligence or intent by the Hostel. The guest is solely responsible to insure the personal belonging.

9.2. Otherwise the Hostel is only liable – except in the case of intent or gross negligence – for breach of substantial contractual obligation and is limited of the respective cover total of the public liability insurance.

9.3. Whoever causes damage to the building and the inventory, is liable as part of the legal rules and regulations (especially escorts and organizers). Legal proceedings will be instantly initiated for theft and intentional damage to property. The reception team will carry out a view of the rooms for groups. Replacements for perhaps lost keys or damages will be charged and have to be paid in cash no later than at departure or will be deducted from the deposit. The Hostel is not liable for stored luggage, vehicles and bicycles which are parked on the premises of the Hostel.

10. Duty to Cooperate

10.1. The guest is obliged, to immediately notify any complaint to member of staff of the Hostel. The staff is commissioned to redress the issue if possible. If the guest omits culpable to report a deficiency the claim for reduction will not occur.

10.2. For the delivery and safe keeping of messages, mail or other postages for the guests the Hostel is liable only on intent and at gross negligence.

10.3. The Ineffectiveness of individual regulations does not cause the Ineffectiveness of the entire contract.

11. House Rules

11.1. The House rules are part of the terms and conditions. Violations against the house rules entitle the Hostel to cancel the contract of accommodation with immediate effect. For thereby possibly not claimed beds/rooms cancellation charges according to cancellation regulations occur.

11.2. Furthermore on Violation of the house rule occurring possible loss of business (early departure of other guests etc.) KS Berchtesgaden Hostel is entitled to charge this to the guest/group or deduct it from the deposit.

11.3. Please pay attention to the house Rule of KS Hostel Berchtesgaden GmbH. Without permission of the management you are not allowed to take pictures or videos within the Hostel, the rooms, the interior, the staff etc. to copy, publish or make it accessible in the internet (i.e. social media, websites etc.). Without permission of KS Hostel Berchtesgaden GmbH it is not allowed to make pictures or videos from other guests other than for private use for personal picture albums when the rooms, interior and backdrop of the Hostel is only visible in the background or not recognisable. The guest still has to oblige the privacy of the other guests.

12. Final Provisions

12.1. Any changes or additions to the contract, the request acquisition or these terms and conditions for the accommodations should occur in written form. Changes or additions by the guest are ineffective.

12.2. Place of performance and payment is the seat of KS Hostel Berchtesgaden GmbH

12.3. The exclusive jurisdiction – also for disputes about cheques and exchanges – is the seat of KS Hostel Berchtesgaden GmbH in the commercial communication.

12.4. German law applies. The application of UN Sales law and of the Conflict of Law is excluded.

12.5. In case of individual regulations of these terms and conditions for the accommodation being deemed ineffective or void, the efficiency for the rest of the regulations are not affected by that. Furthermore the legal regulations apply.

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