

TERMS AND CONDITIONS OF THE THREE LITTLE PIGS HOSTEL ACCOMMODATION CONTRACT

01.08.2015

§1 Scope of Application

1. These Terms and Conditions of Business apply to contracts having to do with the provision of hostel rooms and individual hostel beds by the Three Little Pigs Hostel against rent, as well as to all services supplied in relation to contractual partners or services to be supplied by the latter.
2. Terms and conditions of the customer or of any other contractual partner shall only apply if this has previously been agreed in writing.

§2 Conclusion of the Contract

1. Upon the Guest's request for reservation, a hostel accommodation contract is brought about by the Hostel's corresponding confirmation of the reservation.
The hostel may confirm the room reservation via e-mail.
2. Contractual partners are the Hostel and the Guest. If a third party has made the reservation on behalf of the Guest, this party shall be liable vis-à-vis the Hostel jointly and severally with the Guest for all obligations resulting from the contract if the Hostel is in possession of a corresponding declaration given by the Ordering Party.

Independent therefrom, any Ordering Party is obliged to pass on all booking related information to the Guest, in particular the present General Terms and Conditions.

3. Sub- and re-leasing of rooms as well as their usage for purposes other than accommodation require the prior written consent of the Hostel.
4. The Hostel is liable for its obligations under the contract in accordance with the statutory provisions. In non-typical services, the liability of the Hostel is limited to intent and gross negligence.
5. The limitation period for all claims by the customer and other contractors is 6 months.
6. Bookings can only be done by contractually capable people.
Even Hostel Accommodation Contract (at least 16 years old!) for underage guests must be completed by a contractually capable person.
The Hostel is to be informed that they are underage or deemed legally incompetent persons.

The stay must be paid fully in advance. The Hostel sends a prepayment invoice, the bank transfer has to be accomplished 5 working days prior to arrival.-

§3 Arrival and Departure

1. The Guest is not entitled to the provision of certain specific rooms unless the Hostel has confirmed the provision of certain rooms in writing. For groups of 11 or more, the hostel retains the right to determine the type of accommodation provided (i.e. to determine the allocation of singles, doubles and multi-bed rooms). The hostel will, however, take guest requests into consideration and do its best to grant them when possible.
2. Booked rooms shall be at the Guest's disposal from 3.00 p.m. on the agreed date of arrival. The Guest shall not be entitled to an earlier provision.
3. On the agreed date of departure, the rooms shall be vacated and at the Hostel's free disposal by 11.00 a.m. at the latest.
Thereafter, the Hostel may charge, beyond the damage incurred to it thereby, 50 per cent of the daily room rate for the additional use of the room until 6.00 p.m., and from 6.00 p.m. 100% cent of the full applicable price for lodging.
The Guest is free to prove vis-à-vis the Hostel that no damage or a considerably lower damage has been incurred to the Hostel.
4. For a confirmed booking the hostel need a valid credit card with expire date or prepayment.
5. The Hostel is entitled to request, on the conclusion of the Contract or later, a reasonable advance payment or security. The amount of the advance payment and its due date may be agreed in the Contract in writing. Moreover, the Hostel is entitled to call and declare as due claims accruing during the Guest's stay by issuing an interim invoice and requesting immediate payment.

For a confirmed booking the hostel needs a valid credit card with expire date or prepayment. In case of bookings which exceed the amount of EUR 500.00, the Hostel reserves the right to send a prepayment invoice or to request a credit card guarantee.

6. Minors are not allowed to stay in rooms, but only in private rooms.
They must also submit a letter of consent of parent or guardian including a copy of the identity card of this person, at the latest on arrival ("letter of consent" available as pdf in the download area of the website).
7. Pets are not allowed.
8. For a night in the dormitory, the hostel reserves the right to make a room change during the stay in exceptional cases.

If a guest extends his stay and thus has to move to another room, the fee for bed linen is to be paid again.

§4 Services, prices, payment, settlement of accounts

1. The Hostel is obliged to have the booked rooms available according to the present General Terms and to fulfil the services agreed.
2. The Guest is obliged to pay the prices applying to or agreed on for the provision of accommodation and additional services he /she has made use of / booked. This also applies to services and expenses of the Hostel vis-à-vis third parties incurred for performances rendered upon the Guest's request.
3. The prices agreed include the applicable statutory Value Added Tax. In case the period between the conclusion and performance of the Contract exceeds four months, and if the prices usually charged by the Hotel for such services have increased in the meantime, the Hotel may increase the contractually agreed price accordingly, but, by no more than 10% maximum.
4. The prices may be also changed by the Hostel if the Guest subsequently wants to change the number of the booked rooms, the service of the Hotel or the duration of the Guests' stay and the Hotel gives its consent thereto.
5. The Hostel is by virtue of important reasons fully entitled to accommodate the Guest in another hotel or guest house with comparable standard and service for the price agreed without recourse. The cancellation of the guest (until 6:00 p.m. the day before arrival for individual guests) remains unaffected.
6. From January 1st 2014 on, the federal state of Berlin has been collecting an Occupancy Tax on all private overnight stays in hotels in Berlin. The decision to introduce a City Tax in Berlin was a political decision.

If the guest is in Berlin as a group or on business, the Occupancy Tax is not charged. In this case, the guest must give the hotel satisfactory proof that the stay has an educational background or his/her stay is for business reasons. This proof must be provided at the latest by the time the guest arrives the hotel. (available as PDF on the Hostel's Website in section "Download")

The city tax of 5% is calculated on the pure overnight (net) raised price. Other services such as breakfast and other meals are tax-free.

7. Upon receipt, invoices issued by the Hotel shall become payable immediately without deduction. The Guest shall be in default at the latest upon failure to pay within 10 days after the due date and receipt of an invoice. This shall apply vis-à-vis a Guest who is consumer only if these consequences were specified in the invoice.

In the case of default of payment, the Hostel is entitled to charge consumers interests in the amount of 5 per cent above the base rate. The right for the Hotel to prove a higher damage is reserved. For each reminder sent after default occurs, the Hotel may charge a reminder fee of EUR 10.00.

8. The Guest shall be entitled to a set-off or a reduction as against a claim of the Hotel with only undisputed or unappealable legally binding claims.

9. The loss of a key card costs EUR 2.00 for replacement.

§5 Revocation by the Guest (Cancellation, Failure to take Advantage of Services booked)

1. The Hotel grants to the Guest the right to revoke the Contract at any time. In this respect, the following provisions shall apply:
 - 1.1. Individual bookings for up to 10 persons: can be cancelled free of charge until 6:00 p.m. the day before arrival. In case of a short-termed cancellation or in case of no show, the Hostel is entitled to reasonable compensation.
The lump sum to be paid in cases of late revocation/cancellation is 100% of the contractually agreed price for the first overnight accommodation.
 - 1.2. Bookings for groups of 11 or more: groups report the hostel at least 1 week prior to arrival, the final number of guests. Up to 10% of the originally reported guests can be canceled up to one week prior to arrival free of charge.

Complete cancellations or reductions for more than 10% of the originally reported guests are free of charge up to 8 weeks before expected arrival.

For cancellations made within 8 weeks prior to arrival, the following cancellation fees apply; these fees also apply for bookings made within 8 weeks of expected arrival:

- For cancellations made less than 8 weeks before expected arrival, 30% of the agreed upon total price will be due.
- For cancellations made less than 4 weeks before expected arrival, 50% of the agreed upon total price will be due.
- For cancellations made less than 2 weeks before expected arrival, 75% of the agreed upon total price will be due
- For cancellations made less than 7 days before expected arrival, 90% of the agreed upon total price will be due

Guests who either cancel on the day of their expected arrival or simply do not show up will be charged the agreed-upon total price in full.

2. The Guest is free to prove that the Hostel did not suffer any damage, or that the damage incurred to the Hotel amounts to less than the lump-sum revocation compensation claimed.
3. The above provisions on the compensation shall apply if no other regulations have been declared in the contract.
4. If a customer wishes to cancel a contract he or she entered into with Three Little Pigs Hostel, he or she must submit such cancellation in writing. The cancellation is not, however, valid without the written affirmation of Three Little Pigs Hostel. Failing that, the original price stipulated in the contract must be paid in full even if the guest(s) fail(s) to take advantage of the services stipulated in the contract.
5. Complaints must be addressed immediately by the guest against the hostel. In delayed complaint of the right of rescission and reduction is forfeited.

§6 Revocation by the Hostel

1. In case an advance payment or security agreed in §3 para. 6 is not performed within a period prescribed for this purpose, the Hostel is also entitled to revoke the Contract.
2. Moreover, the Hostel shall be entitled to extraordinary revocation of the Contract for good cause, in particular, if
 - 2.1. force majeure or other circumstances which do not fall under the scope of responsibility of the Hostel make it impossible to perform the Contract;
 - 2.2. misleading or incorrect statements of material facts have been used in booking rooms, for example, with respect to the person of the Guest, or the purpose;
 - 2.3. the Hostel has justified reason to assume that in case the Guest makes use of the Hostel's services the smooth business operations, safety, or reputation of the Hostel in the public may be impeded, without such matters being attributable to the Hostel's power of control or organization;
 - 2.4. the Guest does not pay for due claims of the Hostel or does not provide sufficient security and as a result payment claims of the Hostel appear to be endangered
3. The Hotel is obliged to inform the Guest of the exercising of the revocation right in writing without delay.
4. In the above cases of revocation the Guest is not entitled to compensation for damage.

§7 Liability of the Hostel

1. The Hostel shall be liable for the due care of a reasonable and prudent businessman. In areas not related to the provision of typical services, this liability shall however be restricted to inadequate service, damage, consequential damage or faults that are to be attributed to deliberate intent or gross negligence on the part of the Hostel. If faults or defects should occur in connection with the services the Hostel provides, on coming to know of these or on receipt of a prompt complaint from the customer the Hostel shall seek to remedy the situation. The customer shall be obliged to do what he can, within the limits of what may reasonably be expected of him, to rectify the fault and keep any possible damages to a minimum.
2. The Hostel shall be liable to the contractual partner for articles brought to the house in keeping with statutory stipulations (cf. § 703 BGB – Bürgerliches Gesetzbuch / German Civil Code)
Money and articles of value can also be left in the hostel safe, up to the maximum value (EUR 800.00) in keeping with statutory stipulations for articles brought to the house. The Hostel recommends its customers to avail themselves of this option.

Any liability claims shall lapse if the customer does not give notice to the Hostel promptly on becoming aware of the loss, destruction or damage in question.

3. As far as the guest is using a parking space in the Hostel's yard, this does not constitute a safekeeping agreement.
For loss of or damage to the Hostel-yard parked motor vehicles and their contents, the Hostel will not be liable, except for willful misconduct or gross negligence. This also

applies to the staff of the Hostel.

4. Messages, mail and merchandise deliveries for guests are handled with care. The Hostel accepts the delivery, storage and -upon request- for a fee forward such items. Claims for damages, except in cases of gross negligence or intent, are excluded.
5. Items left behind or forgotten by the guest shall only be forwarded at the request, risk and expense of the customer. The Hostel stores forgotten things at 6 months and is entitled to charge a reasonable fee.

§8 House Rules

1. The house rules are part of the general terms and conditions. Violation of one or more above-named rules, authorizes the Three Little Pigs Hostel to terminate the accommodation agreement without notice.

The guest's duty to pay the booked accommodation still persists
2. Please be quiet after 10:00 pm out of consideration for other guests. Electronic devices -radio, music and videos - can be used only with a headset. Conversations at windows are not permitted. Violating these house rules can result in an eviction.
3. We are a non-smoking hostel. No open flames on the premises are allowed. The costs caused by setting off alarms by smoking or repairs of smoke detectors have to be paid in full by the guilty party – before departure. The guests who violate these house rules can be evicted.
4. Guests are expected to treat hostel's property with care and avoid any excessive littering. The hostel is entitled to charge the costs of repair in full of any excessive dirt and damages – also when discovered after the guest's departure. The rooms have to be swept on check-out day (bin liners and brooms are available at the reception). Rented towels have to be returned to reception.
5. Emergency button in the lift has to be used to inform the staff/get assistance. Misuse or manipulation results in bearing costs for any fire service intervention.
6. Rooms/beds can be occupied from 3:00 pm on the arrival day and checked out by 11:00 am on the departure day. You may store your luggage near the reception. Despite the video surveillance the hostel does not assume any responsibility for the stored luggage. Valuables can be deposited in the safe at the reception. The key for it can be obtained with a refundable deposit.
7. The hostel is not responsible for luggage and valuables. Please make sure the door is closed when leaving your room. Only the booked beds should be used in dormitories as it may cause extra costs if remaining beds are used. Lockers in rooms are free of charge. Padlocks are available at the reception with a refundable deposit. Valuables can be deposited also in the safe at the reception.
8. Consuming Alcohol purchased outside the premises is strictly prohibited. The management can enter the rooms by violations of the above rules.
9. Consuming drugs and possession of weapons of any kind on the premises is strictly

prohibited. The management can evict the guests and make a report to the authorities.

10. For safety and hygienic reasons, food cannot be stored in rooms. Common kitchen is provided.
11. The hostel charges EUR 2.00 for a lost room key card or EUR 5.00 for a safekey / lockerkey.
12. Accommodating non-registered persons is strictly prohibited.

§9 Concluding stipulation

1. The correcting of errors, printing and calculation errors is reserved.
2. Changes or additions to the contract, the acceptance of these Terms and Conditions for Hostel Accommodation must be in writing. Unilateral changes or additions by the contracting party are ineffective.
3. The place of fulfillment and place of payment shall be the main place of business the Hostel.
4. The exclusive jurisdiction for commercial transactions is the seat of the hostel, here Berlin.
Insofar as a contracting party fulfills the requirements of § 38 Absatz 1 ZPO and has met no general jurisdiction in the country, the jurisdiction is the one of the Hostel.
5. All business relations shall be subject to the law of the Federal Republic of Germany.
6. If individual stipulations of these General Terms and Conditions of Business should be or become invalid or null, the effectiveness of the other stipulations shall not be affected thereby. In other respects business relations shall be subject to statutory prescription.

Otherwise, the statutory provisions apply.