

# **Terms and Conditions of Smarthostel Berlin**

## **Scope of application**

1. These Terms and Conditions of Business apply to contracts concerning the provision of hostel rooms and individual hostel beds by "Smarthostel Berlin" 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.
3. Terms and Conditions relating customers only apply when agreed to in advance.

## **Partner, Accountability, Limitation**

1. The contract comes into being when the contractual partners' request is accepted either by "Smarthostel Berlin" itself or upon a third party. Therefore, "Smarthostel Berlin" is at liberty to confirm the reservation of a room by e-mail.
2. The sole actual partners are, on one side, "Smarthostel Berlin" and the customer or any contractual partner on the other. If a third party makes a booking on behalf of a customer, then, in opposition to "Smarthostel Berlin", they are deemed liable together with the customer as being the joint and several debtors for all liabilities contained within the hostel reservations-contract as well as any further liabilities arising from agreements with "Smarthostel Berlin", provided that an appropriate statement of the third party is available to "Smarthostel Berlin".

## **Prices, Payment, Settlements of accounts**

1. "Smarthostel Berlin" shall be obliged to hold in readiness the services that have been agreed to.
2. The customer is obliged to pay for all claimed benefits and the assigned bed.
3. GST is included to all prices.
4. Should the bout between the formation of the contract and the fulfillment exceed 4 months and the calculation price increases, the hostel reserves within its rights to accentuate the appointed price, however not exceeding an elevation above 10%.
5. Furthermore, the hostel shall adjust prices if the customer changes the reservation after an agreement to the contract.
6. Outstanding accounts without a due-date are to be paid within five working days. Should there be a delay of payment the hostel reserves the right to charge an interest of 5% above the base rate.
7. On the conclusion of the contract relating to a group booking the partner is to pay an advanced payment.

## **Resignation by the contractual partner**

1. In connection with a reservation of beds or rooms, the contractual partner may resign from the contract without being compelled to admit liability for direct damages resulting from the cancellation of the booking.  
If that cancellation does not take place the customer has to pay for the contractual service even if the customer does not call upon the service. This does not apply in cases of a failure to meet an obligation by "Smarthostel Berlin".
2. A written cancellation agreement between both parties will remain free of charge for the customer if conducted 24 hours prior the stay.
3. "Smarthostel Berlin" shall trivialize any damage caused by a guest. The guest is then permitted to pay 80% of the contractual agreed amount. The guest has the right to prove the caused damage to be lower than the agreed amount.

## **Resignation by "Smarthostel Berlin"**

1. If the contractual partner fails to make the prepayment in the assigned time, "Smarthostel Berlin" reserves the right to book the assigned rooms to other parties interested in these rooms.

2. Should the agreed advanced payment expiry date be passed over and after an adequate extension of grace not is accomplished "Smarthostel Berlin" reserves the right to resign from the contract.
3. Furthermore, "Smarthostel Berlin" has the right to resign from a contract should there be an objective justifiable reason.
4. The hostel shall inform the customer about a withdrawal from the contract immediately.
5. In case of a justified withdrawal from the contract the customer has no right of compensation.

#### **Provision, handover and vacating of rooms**

1. The contractual partner shall not acquire any claim to have specific rooms provided. The accommodation offered shall be based on the facilities available.
2. Rooms that have been booked shall be made available to the contractual partner from 3:00 pm on the agreed day of arrival. The contractual partner shall not have any claim to the provision of the rooms earlier than this.
3. On the agreed day of departure, the rooms and beds are to be vacated and made available to "Smarthostel Berlin" by 11:00 am at the latest. After this time, in addition to any claims for damages incurred, "Smarthostel Berlin" may charge for the extended use of the rooms or beds 50% of the full price when checking out until 6:00 pm. When checking out after 6:00 pm the full price of one night is to be paid. It remains open to the contractual partner to prove to "Smarthostel Berlin" that the latter has incurred no damage or a considerably lesser degree of damage.

#### **Liability of "Smarthostel Berlin"**

1. "Smarthostel Berlin" shall be liable for the due care of a reasonably 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 the deliberate intent gross negligence on the part of "Smarthostel Berlin" . If faults or defects should occur in connection with the services that "Smarthostel Berlin" provides, on coming to know of these or on receipt of a prompt complaint from the customer, "Smarthostel Berlin" shall seek to redeem 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. "Smarthostel Berlin" shall be liable to the contractual partner for articles brought to the house in keeping with statutory stipulations, that is to say up to a hundred times the price of the bed, to a maximum €3.000,00 and for money and articles of value up to €750,00. Money and articles of value can also be left for safekeeping in the hostel- or room safe up to the maximum value in keeping with statutory stipulations for articles brought to the house. Any liability claims shall lapse if the customer does not give notice to "Smarthostel Berlin" promptly on becoming aware of the loss, destruction or damage (cf. §703 BGB – Bürgerliches Gesetzbuch/German Civil Code).
3. Legal regulations apply for the full liability of the hostel.
4. "Smarthostel Berlin" does not adhere in case of a stolen vehicle from the hostel owned parking area except for an act of gross negligence. This does also apply for assignees.

#### **Concluding stipulation**

1. Changes and conditions to the contract, acceptance of a contract or these Terms and Conditions shall be performed written.  
One-sided changes or additions by the customer are ineffective.
2. Place of fulfillment and payment is the hostel itself.
3. Exclusive venue is the hostel itself. Provided, one co-contractor fulfills the conditions of §38 no. 1 ZPO and does not own a general place of venue in Germany, the hostel itself is deemed to be the place of venue.
4. The German law is imperative.