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General Terms and Conditions for the Accommodation Contract

These terms and conditions apply to the following companies

A&O Hotel and Hostel Friedrichshain GmbH, Boxhagener Str. 73, 10245 Berlin
A&O Hotel and Hostel am Zoo GmbH, Joachimstaler Str. 1-3, 10623 Berlin
A&O Hotel and Hostel Mitte GmbH, Köpenicker Str. 127-129, 10179 Berlin
(A&O Berlin Mitte, A&O Berlin Hauptbahnhof)
A&O Hotel and Hostel Dresden GmbH, Strehlener Str. 10, 01069 Dresden
A&O Hotel and Hostel Karlsruhe GmbH, Bahnhofplatz 14 – 16, 76137 Karlsruhe
A&O Hotel and Hostel Leipzig GmbH, Brandenburger Str. 2, 04103 Leipzig
A&O Hotel and Hostel München GmbH, Bayerstr. 75, 80335 München
(A&O München Hauptbahnhof and A&O München Hackerbrücke)
A&O Hotel and Hostel Hamburg GmbH, Amsinckstr 2-10, 20097 Hamburg
(A&O Hamburg Hauptbahnhof, A&O Hamburg Hammer Kirche, A&O Hamburg Reeperbahn, A&O Hamburg City Süd)
A&O Hotel and Hostel Düsseldorf GmbH, Corneliusstraße 9-11, 40215 Düsseldorf
A&O Hotel and Hostel Köln GmbH, Mauritiuswall 64/66, 50676 Köln
(A&O Köln Dom, A&O Köln Neumarkt)
A&O Hotel and Hostel Nürnberg GmbH, Bahnhofstr. 13-15, 90402 Nürnberg
A&O Hotel and Hostel Dortmund GmbH, Königswall 2, 44137 Dortmund

In the following text, “A&O” represents each contractual partner stated above.

§ 1 Scope

- (1) These general terms and conditions apply to all contracts for the letting of hotel/hostel rooms for accommodation purposes and to all other services rendered by A&O to its clients. The “Rules of the House”, which can be downloaded at www.aohostels.com/agb/, are considered as a part of this general terms and conditions. Please regard especially, that smoking is forbidden in all A&O properties. There is a fine for any infringements.
- (2) The subletting of the rented rooms and the use of rooms for purposes other than accommodation requires prior written consent from the respectively A&O.
- (3) The general terms and conditions of our clients will only take effect when they have been previously arranged and agreed to in writing.

§ 2 Conclusion of the Contract, Contracting Parties, Contractual Liability Limitation

- (1) The contract shall come into effect upon the acceptance of the client’s request for accommodation by A&O. A&O may, at its discretion, confirm the room reservation in writing.
- (2) The contracting parties are A&O and the client. Should the client’s room have been booked on his behalf by a third party, the client and the third party shall be liable vis-à-vis A&O as joint and several debtors for all the obligations arising under the Hotel/Hostel accommodation contract, as long as A&O is in possession of a declaration by the third party consenting to this term.
- (3) In principle, all claims against A&O become statute barred one year after the commencement of the regular limitation period, dependent on the claimant having actual knowledge, laid down in section 199, sub-section 1 of the German Civil Code. Compensation claims become statute barred in five years, independently of the claimant having actual knowledge. These reductions in the limitation period do not apply to claims based on an intentional or negligent breach of duty by A&O.

§ 3 Services, Prices, Payment, Set-Off

- (1) A&O is obliged to have the rooms reserved by the client available and to render the agreed services.
- (2) The client is obliged to pay the applicable or agreed prices of A&O for the room and the services he took advantage of. This also applies to services, whereby the client causes A&O to provide to third parties and to expenses, which the client causes A&O to incur vis-à-vis third parties.
- (3) The agreed prices include the relevant statutory Value Added Tax (VAT). Should the Value Added Tax be increased by law A&O shall be entitled to adjust the agreed prices accordingly. The same applies for an introduction or increase of new taxes and charges, which are related directly to the accommodations over night. Furthermore A&O shall be entitled to change its prices, should, after conclusion of the contract,



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the client wish to make changes to the number of rooms reserved, or services provided by A&O for the length of the guests' stay as long as A&O agrees to such changes.

(4) Invoices issued by A&O which do not bear a due date shall be due and payable in full without any deduction within ten days of receipt. A&O shall be entitled to make accumulating accounts receivable due and payable at any time and to demand immediate payment. In the event of default by the client A&O shall be entitled to charge the statutory default interest, currently 8%, and in the case of legal transactions involving a consumer A&O shall be entitled to charge interest at 5% above the basic rate. A&O reserves the right to prove that the damage incurred is greater than this amount.

(5) A&O are entitled, upon conclusion of the contract or thereafter, taking into consideration the legal provisions relating to package holidays, to demand a reasonable advance payment or security deposit. The amount and date of advance payment can be agreed in writing in the contract. A stay for a period that would be more than seven nights can only be booked with a total advanced payment.

(6) Claims which A&O have against the client can only be set-off against or reduced by incontestable or legally binding claims which the client has against A&O.

(7) Payment of invoice is only possible with an expressed agreement from the A&O and with a presentation of an absorption of your company's cost.

(8) Possible bank charges are for customers accounts.

(9) For return debit notes we charge 25,00 Euro. For payment with credit card (Visa, MasterCard) we charge a fee of 2,95 Euro, 2,45 Euro for PayPal-payment.

§ 4 Rescission by the Client

4a Individuals (less than 10 persons) Cancellation, Failure to use services provided by A&O

Direct customer bookings can be cancelled for free until 6.00 pm (local time hotel/hostel) on arrival day unless agreed otherwise. For late arrival please see §6, 2.

Discounts, specials or promotions are, unless otherwise agreed, not refundable. This applies especially to the reduced A&O "Fix rate", which can only be booked online at our homepage. This rate is non refundable!

A&O recommend that its clients take out insurance to protect themselves should any travel cancellation occur. The client shall be free to prove that the aforementioned claim does not exist or is lower than provided here.

Third party bookings might have their own cancellation policy.

§ 4b Groups: Cancellation, failure to use services provided by A&O

Cancellation period: Unless agreed otherwise in the contract, the following time limits on cancellation shall apply:

Groups of 10* or more persons:

- until 4 weeks prior to arrival date free of charge
- until 2 weeks prior to arrival date 50% of the agreed total price
- until 8 days prior to arrival date 75% of the agreed total price
- from 7th day prior to arrival 90% of the agreed total price

Groups of 20* or more persons:

- until 8 weeks prior to arrival date free of charge
- until 4 weeks prior to arrival date 50% of the agreed total price
- until 8 days prior to arrival date 75% of the agreed total price
- from 7th day prior to arrival 90% of the agreed total price.

*the decisive factor is the maximum number of people in the booking flow.

§ 4c Conferences, seminar room rental: Cancellation, failure to use services provided by A&O

- until 7 days before start of rental free of charge
- from 6 until 2 days before start of rental 30% of the agreed total price
- from 1 day before the start of rental 60% of the agreed total price

(2) A rescission by the client of the contract entered into with A&O must be made in writing and requires written consent from A&O. Failure to obtain the written consent from the Hotel/Hostel will result in the client being obliged to pay the contractually agreed price, even if he does not make use of the contractual



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services. This provision shall not apply, if it causes a breach of duty by A&O to make allowance for the rights, legal interests and other interests of the client, in the event that such rights and interests should make it unreasonable to expect the client to stick to the contract, or should entitle the client to any other statutory or contractual right of rescission.

(3) If A&O and the client have agreed in writing that the contract can be rescinded free of charge within a certain period, the client may rescind the contract within this period without triggering claims for payment or damages by A&O. The client's right of rescission shall expire, if not exercised in writing vis-à-vis A&O, except in cases where the client has a right of rescission pursuant to paragraph 1, and sentence 3.

(4) If the client fails to use a reserved room, A&O must deduct from its bill to the client the amount it receives for rehiring the room, should it manage to do so, the costs are saved through the client's non-appearance.

(5) A&O may, at its discretion, demand payment of the contractually agreed price and deduct the saved costs at a flat rate. In this case, the client shall be obliged to pay at least 90% of the contractually agreed price. The client shall be free to prove that the aforementioned claim does not exist or is lower than provided here.

(6) A&O recommend that its clients take out insurance to protect themselves should any travel cancellation occur.

§ 5 Rescission by A&O

(1) If an agreed demanding prepayment, in accordance with § 3 section 6 of the General Terms and Conditions even after a reasonable length of the A&O grace period has expired, then the A&O is entitled to rescind from the Contract. The A&O Hotel and Hostel may, at its discretion, demand payment of a cancellation charge in accordance with § 4, section 1. Similarly, the A&O is entitled to cancellation if claims from the previous booking were not paid after a reminder.

(2) Furthermore A&O shall be entitled to rescind the contract, if it has objective justification, if, for instance:

- for reasons of force majeure or other circumstances beyond the control of A&O it becomes impossible to fulfill the contract;

- rooms are reserved on the basis of misleading or false information with regard to material facts such as the client's identity or the purpose of the room reservation;

- A&O has justified reason to believe that the client's use of Hotel/Hostel services may jeopardize the smooth running of business, security or public reputation of A&O without this being attributable to shortcomings in the organization of A&O or other areas within its control.

- the provisions laid down in Article 1, paragraph 2 of these General Terms and Conditions have been violated.

(3) A legitimate rescission of the contract by A&O does not give the client grounds to claim compensation.

(4) A&O reserves the right to make a reservation for the client in another A&O Hotel/Hostel in the same city and of the same category, and will inform the client immediately, up to four weeks before his date of arrival. In this case the client shall be entitled to rescind the contract free of charge.

§ 6 Room Allocation, Beginning and End of Room Occupancy

(1) A reservation does not entitle the client to a specific room or rooms.

(2) Reserved rooms shall be available for occupancy from 3 p.m. on the agreed day of the client's arrival. The client shall not be entitled to occupy the room(s) earlier than this.

Rooms that have not been paid in advance will be held not longer than 6.00 pm on arrival day. Please contact the hotel/hostel in case of late arrival.

(3) On the agreed day of departure the client must vacate the room by 10 a.m. (Mon-Fri) and by 11 a.m. (Sat, Sun + public holidays) at the latest. If the client does not vacate the room by the specified time A&O shall be entitled to charge 50% of the full room rate as published in the price list until 6 p.m. for reasons of non-contractual occupation, and if the client vacates the room after 6 p.m. 100% of the full room rate will be charged. This shall not constitute any contractual claims on the part of the client. Guests, who have booked a single or double room through the A&O-website (www.aohostels.com) directly, have the option of adding "late-check-out", extending the check-out-time till 2 p.m.

§ 7 Liability of A&O

(1) A&O shall be liable for the fulfillment of its obligations under this contract with the care and diligence of a prudent businessman. Claims for compensation on the part of the client shall be excluded. This does not apply to claims relating to death, body injury or damage to health in cases involving a breach of duty by A&O, or to damages caused as a result of an intentional or grossly negligent breach of contractual duties



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by A&O, and to damages caused as a result of an intentional or negligent breach of typical contractual obligations by A&O. A breach of duty by a legal representative or vicarious agent of the Hotel/Hostel shall constitute a breach of obligation by A&O. A&O shall endeavor to remedy any interferences with or defects in the performance of this contract as soon as it becomes aware of them or as soon as it receives notification from the client, who should give such notification immediately. The client is obliged to take any reasonable action to remedy the problem and to keep potential damage to a minimum.

(2) The liability of A&O vis-à-vis the client for property brought into the hotel/hostel shall be limited in accordance with the statutory provisions, i.e. up to one hundred times the room rate, but shall not exceed 3,500.00 Euros. The liability of the Hotel/Hostel for cash money, securities, valuables and precious objects shall be limited to 800.00 Euros. Cash money, securities, valuables and precious objects with a maximum value of up to 1,000.00 Euros may be kept in the hotel safe. A&O recommends that clients make use of this service. Liability claims shall lapse, if the client does not inform A&O immediately upon becoming aware of loss, destruction or damage to property (section 703 of the German Civil Code). With regard to more far-reaching liability on the part of A&O the aforementioned paragraph 1, sentences 2 & 3 shall apply accordingly.

(3) The allocation of parking space in the hotel/hostel garage or in the hotel/hostel car park, even against payment of a fee, does not constitute a custody agreement. A&O does not accept any liability for loss or damage to any vehicle, or the contents thereof, which occurs on hotel/hostel property, except in the event of intention or gross negligence. The aforementioned paragraph 1, sentences 2 & 3 shall apply accordingly.

(4) Any messages, mail or goods, which arrive for guests, will be handled with care. A&O will deliver, hold, and, for a fee, forward these messages, mail or goods to guests, who already departed. The aforementioned paragraph 1, sentences 2 & 3 shall apply accordingly.

§ 8 Concluding Provisions

(1) Amendments and supplements to the contract, to the acceptance proposal and these Terms and Conditions for Hotel/Hostel Accommodation Contracts must be made in writing. Amendments or supplements made by the client are not valid.

(2) Place of performance and place of payment shall be the place of the registered head office of A&O.

(3) The exclusive place of jurisdiction for any and all commercial transactions, including for disputes concerning checks or bills of exchange, shall be the place of the registered head office of A&O. In the event that one of the parties to this contract does not satisfy the requirements of section 38, sub-section 2 of the German Code of Civil Procedure and does not have a place of general jurisdiction in Germany the place of jurisdiction shall be the place of the registered head office of A&O.

(4) German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws provisions shall be excluded.

(5) Should any of the provisions contained in these General Terms and Conditions for Hotel/Hostel Accommodation Contracts be or become invalid or void, the remaining provisions will not be affected as a result and remain in full force and effect. Statutory provisions shall also apply.

(6) A&O strictly disassociates itself from any form of discrimination, violence, radicalism and xenophobia.

Last change 10 May 2012