

General terms and conditions of the Frankfurt am Main Studierendenwerk for the hostel area in the Schoenhof district

§ 1 Principles and scope of application

1. These terms and conditions apply to all rental contracts of hostel rooms and sleeping capsules (hereafter referred to as rooms) for accommodation, as well as all other deliveries and services provided by the hostel for the customer. They regulate the contractual relationship between the hostel and its customers together with the hostel's house rules. The house rules are therefore explicitly included in the conclusion of the contract.
2. To enhance the readability, the use of gender-specific language is intentionally avoided. All male forms refer equally to female, diverse, etc.
3. The subletting or re-rental of the rooms provided as well as their use for purposes other than accommodation require the prior consent of the hostel in writing or text form.
4. The customer's terms and conditions only apply if this has been explicitly agreed to in writing or text form.
5. Minors under the age of 16 travelling alone cannot be accommodated. Minors travelling alone aged 16 and over require a written declaration of consent from parents/guardians and appropriate proof of authenticity.
6. The hostel is entitled to change the general terms and conditions with effect for the future. However, the hostel will only make changes for good reasons, e.g. if there are new technical developments, changes in court verdicts or legislation or other equivalent reasons.

§ 2 Conclusion of contract, contract partner, limitation period

1. The contract is concluded when the hostel accepts the customer's application. The hostel is free to confirm the room booking in writing or in text form.
2. If there are less than 12 hours between the reservation and the actual transfer of the hostel room, the contract can also be concluded when the hostel room is transferred to the customer.
3. The contracting parties are the hostel and the customer. If a third party has booked for the customer, they are jointly and severally liable to the hostel with the customer for all obligations arising from the hostel accommodation contract.
4. All claims against the hostel generally expire one year from the start of the regular limitation period, dependent on knowledge. Claims for damages expire in five years, regardless of knowledge. The shortened limitation periods do not apply to claims based on an intentional or negligent breach of duty by the hostel.
5. Reservation / Booking
 - a. Customers can make a booking request either via the hostel's website, via selected booking portals or by contacting the hostel staff in the hostel.
 - b. When making a booking request, customers must identify themselves by providing their name, address, telephone number and email address, among other things. Students must also upload their enrolment certificate or student ID card during the booking process in order to be able to book the discounted student rates.
 - c. All incurred costs must be paid in advance.
 - d. The city of Frankfurt am Main charges a tourism contribution based on the tourism contribution statute. This contribution is in addition to the overnight price and can be charged retrospectively if necessary.
The contribution is to be invoiced by the hostel and paid to the city of Frankfurt am Main.

§ 3 Services, prices, payment, offsetting, fees

1. The hostel is obliged to keep the booked rooms by the customer ready and to provide the agreed services.

2. The customer is obliged to pay the hostel the current or agreed prices for the provided room and other services used by the customer. This also applies to services and expenses of the hostel for third parties arranged by the customer.
3. Unless otherwise agreed, the agreed prices only cover the provided accommodation in the hostel. Additional costs may be incurred for the customer, including costs for meals, room service, etc. Customers will be informed of the amount of the additional costs before they are incurred.
4. The prices include the applicable statutory VAT. If the VAT increases, the hostel can adjust the contractually agreed price to the increase. The same applies to the introduction or increase of taxes and duties that directly relate to the overnight stay. The hostel can also change prices if the customer subsequently requests changes to the number of booked rooms, hostel services or the length of stay of the guests, and the hostel agrees to this. The hostel can make its agreement to a subsequent reduction in the number of rooms booked, hostel services or the length of stay booked by the customer or fellow travellers dependent on the increase of price of the rooms and/or other hostel services.
5. Price advantages for students used when booking only apply for study purposes and require the presentation of appropriate proof (student ID or similar); if proof is not provided, the conditions applicable to the booked services apply.
6. Bookings are only valid if the customer pays the full amount in advance.
7. The following payment methods are accepted:
 - Payment in advance (Paypal, mobile payment, credit and debit cards (with the exception of American Express) Any bank charges are to be paid by the customer.
8. Hostel invoices without a due date must be paid without deduction within 10 days of receipt of the invoice. The hostel is entitled to demand payment of accumulated claims at any time as well as immediate payment. In the event of late payment, the hostel is authorized to demand the applicable statutory default interest. The hostel retains the right to provide evidence that it incurred higher damages.
The customer can only incur or reduce an undisputed or legally established claim against the hostel.

§ 4 Cancellations / customer rescission from the contract

1. The hostel generally grants the customer the right to rescind from the contract at any time (cancellation). This does not apply to special rates marked as "nonrefundable". In the event of cancellation, rescission, termination or other non-use of the booked services ("rescission"), the customer must pay a percentage of the agreed accommodation costs. The conditions (deadlines and amount of costs) for any cancellations - unless otherwise agreed in the contract - are listed below:
 - a. Individual travellers:
 - For stays lasting more than 2 months:
 - » Free cancellation up to 12 weeks before the day of arrival
 - » 50 %* 12 weeks or less before the day of arrival
 - » 75 %* 4 weeks or less before the day of arrival
 - » 90 %* 2 weeks or less before the day of arrival or no-show
 - For stays lasting more than 1 month up to 2 months:
 - » Free cancellation up to 8 weeks before the day of arrival
 - » 50 %* 8 weeks or less before the day of arrival
 - » 75 %* 4 weeks or less before the day of arrival
 - » 90 %* 2 weeks or less before the day of arrival or no-show
 - For stays less than 1 month (except for short-term stays):
 - » Free cancellation up to 2 weeks before the day of arrival

» 90 %* 2 weeks or less before the day of arrival or no-show

- For short-term stays (under 4 days): Cancellation is possible free of charge up to 3 days before the day of arrival; after that, a cancellation fee of 90%* applies.

- Discounts, specials or special offers cannot be cancelled unless otherwise agreed. No refund will be made in this case; the deduction for saved expenses is already included in the reduced price. The hostel recommends that the customer takes out travel cancellation insurance. The customer is free to provide evidence that the claim did not arise or did not arise to the required amount.

b. Groups (from 10 to 50 people):

- For stays lasting more than 1 month:

- » Free cancellation up to 12 weeks before the day of arrival

- » 50 %* 12 weeks or less before the day of arrival

- » 60 %* 8 weeks or less before the day of arrival

- » 80 %* 4 weeks or less before the day of arrival

- » 90 %* 2 weeks or less before the day of arrival or no-show

- For stays lasting up to 1 month:

- » Free cancellation up to 8 weeks before the day of arrival

- » 60 %* 8 weeks or less before the day of arrival

- » 80 %* 4 weeks or less before the day of arrival

- » 90 %* 2 weeks or less before the day of arrival or no-show

c. Groups of more than 50 people: Booking via our booking portal is not possible, a booking can only be made via an individual agreement with the hostel.

d. Conference services: Cancellation, rescission, non-use of hostel services:

- The rescission is possible free of charge up to 7 days before use. From 6 days before use 90% of the agreed total price will be charged.

* Proportion of the payment amount of the total booked accommodation costs

1. If the customer wishes to rescind from the contract concluded with the hostel, the customer must declare this in writing or in text form and by email to info@hostel-home.de. If this is not done, the agreed price from the contract must be paid even if the customer does not use the contractual services. In the case of short-term cancellations up to 3 days before arrival, we ask you to inform us additionally by telephone - Tel.: +49 69/348675000.

2. If a date for free rescission from the contract has been agreed between the hostel and the customer in writing or in text form, the customer can rescind from the contract up to that date without causing any payment or compensation claims from the hostel. The customer's right of rescission expires if he does not exercise this right in writing or in text form to the hostel by the agreed date, unless a case of rescission by the customer has occurred in accordance with paragraph 1, sentence 3.

3. If the customer does not use the rooms, the hostel must consider the income from renting the rooms to other parties and the expenses saved.

4. The hostel is free to demand the contractually agreed remuneration and to deduct a flat rate for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price. The customer is free to provide evidence that the claim did not arise or did not arise to the required amount.

§ 5 Rescission / Termination of the hostel

1. If an agreed advanced payment or required payment in accordance with section 3 (§ 3), paragraph 6 of these terms and conditions is not made even after the expiry of a reasonable period set by the hostel, the hostel is entitled to rescind from the contract. The hostel is then free to issue a cancellation invoice in accordance with section 4 (§ 4) paragraph 1. The hostel is also entitled to cancel if outstanding amounts from previous bookings and / or open invoices have not been paid after a reminder.
2. Furthermore, the hostel is entitled to rescind from the contract for objectively justified reasons but not exclusively if:
 - a. force majeure or other circumstances beyond the hostel's control make fulfilment of the contract impossible,
 - b. it is not possible to release the rooms due to an official order,
 - c. rooms are booked with misleading or false information about essential facts, e.g. the identity of the customer or the purpose,
 - d. the payment details provided by the customer are not valid and the customer does not provide any other valid information,
 - e. an advance payment agreed or requested in accordance with clause 1 is not made even after the expiry of a reasonable period set by the hostel,
 - f. that the hostel has reasonable grounds to believe that the use of the hostel service could endanger smooth business operations, the security or the reputation of the hostel in public, without this being attributable to the hostel's sphere of control or organization,
 - g. the purpose or reason for the stay is illegal,
 - h. there is a violation of section 1 (§ 1) paragraph 3 of these general terms and conditions,
 - i. the customer has repeatedly violated the provisions of the house rules.
3. If the hostel rescinds for legitimate reasons, the customer has no claim to compensation.

§ 6 Provision, transfer and return of room

1. The customer does not acquire any right to the provision of specific rooms.
2. Booked rooms are available to the customer from 3:00 p.m. on the agreed day of arrival. The customer is not entitled to earlier provision.
3. On the agreed day of departure, the hostel rooms must be vacated by 11:00 a.m. at the latest. After that, the hostel can charge an additional day of use at the applicable conditions for the use of the room beyond the contract due to the late vacating of the room. This does not give rise to any contractual claims by the customer. The customer is free to provide evidence that the hostel has no or a significantly lower claim to a usage fee.
4. When booking a locker in the battery charging station for e-bikes or a post locker in the lobby, a locking card is programmed, which is either handed over to the guest personally or left in their room if they are absent. For this purpose, the reception staff is authorized to gain access to the guest's room even in his or her absence.

§ 7 Liability of the hostel

1. The hostel is liable for its contractual obligations with the care of an upright businessman in accordance with the statutory provisions.
2. The customer's claims for damages are excluded; this does not include damages resulting from injury to life, body or health if the hostel is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by the hostel and damages based on an intentional or negligent breach of duty typical of the contract by the hostel. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hostel.
3. If disturbances or defects occur in the services of the hostel, the hostel will try to remedy the situation if it is aware of them or if the customer immediately complains. The customer

is obliged to do what is reasonable to remedy the disruption and to minimise any possible damage.

4. The hostel is liable to the customer for items brought in in accordance with the statutory provisions, sections 701 et seq of the German Civil Code (§§ 701 ff. BGB). This is up to 100 times the room price, but not more than 3500,00 euros as well as for money, securities and valuables up to 300,00 euros. No liability is accepted beyond this. Money, securities and valuables can be stored in the hostel safe at reception up to a maximum value of 300,00 euros. No liability is accepted for valuables in the room. If the customer wishes to bring in money, securities and valuables worth more than 300 euros or other items worth more than 3500 euros, this requires a separate storage agreement with the hostel. Liability claims expire if the customer does not immediately report the loss, destruction or damage to the hostel after becoming aware of it. The above paragraph 2 applies accordingly to any further liability of the hostel.

5. If the customer is provided with a parking space for cars (for a fee) in the garage or for bicycles (free of charge) in the bicycle storage room or the e-charging station, this does not constitute a storage contract. The hostel is not liable for the loss or damage of motor vehicles parked or manoeuvred on the hostel property and/or their contents, except in cases of intent or gross negligence. Paragraph 2 above applies accordingly.

6. Messages, mail and shipments of goods for guests are handled with care. The hostel is responsible for delivery and storage (reception or postal lockers in the lobby) and - upon request for a fee - forwarding the same. Paragraph 2 above applies accordingly.

7. The customer agrees that the hostel makes its facilities, products and services available to the customer exclusively for private use and is not liable to the customer for lost profits, business losses, interruptions to business operations or lost business opportunities. This restriction does not apply in the event of intent or gross negligence on the part of the hostel.

§ 8 Customer liability

1. For any damage or loss caused negligently within the meaning of section 276 (§ 276) of the German Civil Code (BGB), the customer is liable to the hostel. Even slight negligence constitutes the customer's obligation to pay a compensation.

2. The same applies to damage caused by third parties, provided that they are staying at the hostel at the customer's initiative.

§ 9 Terms of Use for Guest WiFi

1. The hostel provides guests with access to the internet in the form of WiFi for free. This is not a publicly accessible telecommunications service, but an internal WiFi for guests of the hostel.

2. The provision of WiFi depends on the respective technical and operational possibilities. There is no entitlement to a functional WiFi or a specific local coverage. In particular, trouble-free and uninterrupted use is not guaranteed.

3. The hostel reserves the right to change, restrict or stop access to WiFi without prior notice in the event of necessary technical repairs and maintenance work.

4. The customer consents to comply with the applicable laws when using the WiFi, not to infringe the rights of third parties and to adhere to the principles of youth protection.

5. The customer is obliged to comply with third-party copyrights when using the internet access. Downloads and uploads via so-called file sharing networks are not permitted and, in the event of a violation, will result in claims for damages from the hostel.

6. Any action that is likely to impair the smooth operation of the WLAN, in particular placing a disproportionate load on the systems, is also prohibited.

7. The customer is liable as a user for any use and/or other activity carried out using their access data in accordance with the statutory provisions.

8. Section 7 (§ 7) no. 1 and 2 apply accordingly to the hostel's liability.

§ 10 Personal data / data protection

1. Each contracting party is fully responsible for the procedures of collecting, processing and transmitting personal data carried out in its own range in accordance with the data protection regulations within the General Data Protection Regulation (GDPR - Datenschutzgrundverordnung DSGVO) and is accordingly obliged to protect data and back up data. The provisions of the applicable data protection regulations in the current version are known and must be complied with by the parties. The resulting information, disclosure, deletion obligations and so on are expressly stated to.

2. The customer is informed that the hostel may process personal data, data related to the provision of services by the customer or in connection with the fulfilment of this contract or transmit it to third parties to the extent permitted by law, if this is necessary or required for the implementation of the contractual relationship and for the proper provision of the services. The customer expressly declares his consent in this regard.

3. The customer agrees that the data stored about him and the circumstances relevant to the contractual relationship and the fulfilment of this contract may be stored, changed and deleted by the hostel in accordance with the statutory data protection regulations and, if necessary, transmitted to third parties, if this does not obviously violate the interests of the customer.

4. The customer agrees that the hostel may continue to use his data for the above purposes in accordance with the statutory data protection regulations even after the contractual relationship has ended, for as long as and to the extent that this is necessary for the implementation or processing of the contractual relationship.

5. The customer is aware that video surveillance is used in marked public areas of the hostel. The video surveillance serves to protect the house rules and to protect the legitimate interests of the hostel, in particular regarding robbery and personal protection, preventing theft, preventing damage to property and vandalism, and securing evidence. The legal basis for video surveillance is Art. 6 paragraph 1 clause 1 lit. f) GDPR in conjunction with section 4 of the Federal Data Protection Act (Bundesdatenschutzgesetz BDSG). The storage period of the recordings is generally 5 days; in justified individual cases, storage is possible until the above purposes have been achieved. The provision of personal data is not required by law or contract. However, the hostel cannot be used without video surveillance. Further information on video surveillance is available at reception.

6. If personal data of the customer is processed, the customer is entitled to the statutory rights. These are the right to information (Art. 15 GDPR), the right to rectification of incorrect and completion of incomplete personal data (Art. 16 GDPR), the right to erasure (Art. 17 GDPR), the right to restriction of processing (Art. 18 GDPR), the right to object (Art. 21 GDPR) and the right to lodge a complaint with a supervisory authority (Art. 77 GDPR). The responsible supervisory authority for the hostel is the state data protection commissioner of the State of Hesse, Hessian officer for data protection and freedom of information, Gustav-Stresemann-Ring 1, 65189 Wiesbaden (www.datenschutz.hessen.de).

7. If the hostel processes personal data as the responsible party, the hostel's data protection officer can be contacted at: datenschutz@swffm.de

§ 11 ODR Regulation/Consumer Dispute Resolution Act

1. The European Commission provides a platform for dispute resolution online (OS platform), which you can access at <https://ec.europa.eu/consumers/odr/>.

2. We are neither willing nor obliged to participate in a dispute resolution procedure at a consumer arbitration board.

§ 12 Final regulations

3. Changes or additions to the contract, the acceptance of the application or these general terms and conditions for hostel accommodation should be made in writing or in text form. Changes or additions by the customer are invalid.
4. The hostel distances itself in every respect from discrimination, radicalism, violence and xenophobia and reserves the right not to accommodate people who fail to show this distance.
5. The contract language is German.
6. The place of performance and payment as well as the exclusive place of jurisdiction, also for check and bill disputes, is Frankfurt am Main.
7. The law of the Federal Republic of Germany applies. The application of the UN Convention on Contracts and the conflict of laws provisions is excluded.
8. Should individual provisions of these terms and conditions for hostel accommodation be or become ineffective or void, this will not affect the effectiveness of the remaining provisions. Otherwise, the statutory provisions apply.
9. The customer accepts the house rules presented to him as an appendix to these terms and conditions and consents to comply with them.