

## General Terms and Conditions (GTC) for the Accommodation Contract

### These terms and conditions apply to the following companies

- a&o hostel and hotel Aachen GmbH, Hackländerstr. 5, D-2064 Aachen  
(Name of the hotel: a&o Aachen Central Station)
- a&o hostel and hotel Amsterdam B.V., Hogehilweg 22, NL-1101-CD Amsterdam  
(Name of the hotel: a&o Amsterdam Zuidoost)
- a&o hostel and hotel Berlin GmbH, Boxhagener Str. 73, DE-10245 Berlin  
(Name of the hotel: a&o Berlin Friedrichshain)
- a&o hostel and hotel Berlin Mitte GmbH, Lehrter Str. 12, DE-10557 Berlin  
(Name of the hotel: a&o Berlin Central Station)
- a&o hostel and hotel Berlin GmbH, Genslerstr. 18, DE-13055 Berlin  
(Name of the hotel: a&o Berlin Kolumbus)
- a&o hostel and hotel Berlin Mitte GmbH, Köpenicker Str. 127-129, DE-10179 Berlin  
(Name of the hotel: a&o Berlin Mitte)
- a&o hostel and hotel Bremen GmbH, Breitenweg 55, DE-28195 Bremen  
(Name of the hotel: a&o Bremen Central Station)
- a&o hostel and hotel Budapest Kft, Csengery utca 11, HU-1074 Budapest  
(Name of the hotel: a&o Budapest City)
- a&o hostel and hotel Dortmund GmbH, Königswall 2, DE-44137 Dortmund  
(Name of the hotel: a&o Dortmund Central Station)
- a&o hostel and hotel Dresden GmbH, Strehlener Str. 10, DE-01069 Dresden  
(Name of the hotel: a&o Dresden Central Station)
- a&o hostel and hotel Düsseldorf GmbH, Corneliusstraße 9-11, DE-40215 Dusseldorf  
(Name of the hotel: a&o Düsseldorf Central Station)
- a&o hostel and hotel Frankfurt GmbH, Mainzer Landstraße 226-230, DE-60327 Frankfurt/Main  
(Name of the hotel: a&o Frankfurt Galluswarte)
- a&o hostel and hotel Frankfurt GmbH, Hanauer Landstr. 207, DE-60314 Frankfurt/Main  
(Name of the hotel: a&o Frankfurt Ostend)
- a&o hostel and hotel Graz GmbH, Eggenberger Str. 7, AT-8020 Graz  
(Name of the hotel: a&o Graz Central Station)
- a&o hostel and hotel Hamburg GmbH, Spaldingstr. 160, DE-20097 Hamburg  
(Name of the hotel: a&o Hamburg City)
- a&o hostel and hotel Hamburg GmbH, Hammer Landstr. 170, DE-20537 Hamburg  
(Name of the hotel: a&o Hamburg Hammerkirche)
- a&o hostel and hotel Hamburg GmbH, Amsinckstr. 2-10, DE-20097 Hamburg  
(Name of the hotel: a&o Hamburg Central Station)
- a&o hostel and hotel Hamburg GmbH, Reeperbahn 154, DE-20359 Hamburg  
(Name of the hotel: a&o Hamburg Reeperbahn)
- a&o hostel and hotel Köln GmbH, Komödienstr. 19-21, DE-50667 Cologne  
(Name of the hotel: a&o Cologne Neumarkt)
- a&o hostel and hotel Köln GmbH, Ursulaplatz 10-12, DE-50668 Cologne  
(Name of the hotel: a&o Cologne Central Station)
- a&o hostel and hotel Köln GmbH, Mauritiuswall 64/66, DE-50676 Cologne  
(Name of the hotel: a&o Cologne Neumarkt)
- a&o hostel and hotel Kobenhavn Sydhavnen ApS, Scandiagade 12/Sydhavens Plads 4, DK-2450 Copenhagen  
(Name of the hotel: a&o Copenhagen Sydhavn)
- a&o hostel and hotel Copenhagen ApS, Tagensvej 135-137, DK-2200 Copenhagen  
(Name of the hotel: a&o Copenhagen Nørrebro)
- a&o hostel and hotel Leipzig GmbH, Brandenburger Str. 2, DE-04103 Leipzig  
(Name of the hotel: a&o Leipzig Central Station)
- a&o hostel and hotel München GmbH, Arnulfstraße 102, DE-80636 Munich  
(Name of the hotel: a&o Munich Hackerbrücke)
- a&o hostel and hotel München GmbH, Bayerstraße 75, DE-80335 Munich  
(Name of the hotel: a&o Munich Central Station)
- a&o hostel and hotel München GmbH, Landsberger Str. 338, DE-80687 Munich  
(Name of the hotel: a&o Munich Laim)
- a&o hostel and hotel Nürnberg GmbH, Bahnhofstr. 13-15, DE-90402 Nuremberg  
(Name of the hotel: a&o Nuremberg Central Station)
- a&o hostel and hotel Praha Strizkov s.r.o., Děčínská 1, CZ-18000 Prague  
(Name of the hotel: a&o Prague Metro Strizkov)
- a&o hostel and hotel Praha Malesice s.r.o., V Uzlabině 3068/19, CZ-10800 Prague  
(Name of the hotel: a&o Prague Rhea)
- a&o hostel and hotel Salzburg GmbH, Fanny-von-Lehnert-Strasse 4, AT- 5020 Salzburg  
(Name of the hotel: a&o Salzburg Central Station)
- a&o hostel and hotel Stuttgart GmbH, Rosensteinstraße 14, DE-70191 Stuttgart  
(Name of the hotel: a&o Stuttgart City)
- AO HOTELS and HOSTELS Venezia s.r.l., Via Ca Marcello 19, IT-30172 Venice  
(Name of the hotel: ao Venice Mestre)
- AO HOTELS and HOSTELS Venezia s.r.l., Via Ca Marcello 15, IT-30172 Venice  
(Name of the hotel: ao Venice Mestre 2)
- a&o hostel and hotel Warszawa Sp. z o.o., Kasprzaka 18-20, PL-01-211 Warsaw  
(Name of the hotel: a&o Warsaw Wola)
- a&o hostel and hotel Weimar GmbH, Buttelsfelder Str. 27c, DE-99427 Weimar  
(Name of the hotel: a&o Weimar)
- a&o hostel and hotel Wien GmbH, Sonnwendgasse 11, AT-1100 Vienna  
(Name of the hotel: a&o Vienna Central Station)
- a&o hostel and hotel Wien GmbH, Lerchenfelder Gürtel 9-11, AT-1160 Vienna  
(Name of the hotel: a&o Vienna Stadthalle)
- B&P Hotelbetriebsgesellschaft mbH, Fanny-von-Lehnert-Str. 6-8, AT-5020 Salzburg  
(Name of the hotel: Wolfgang's - managed by a&o)

**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 <http://www.aohostels.com/en/gtc/> 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.

(4) Please be aware, that we cannot accommodate minors under 14 years, if they are travelling without any adult. Minors for age 14 and up need a written parental permission and a copy of a parental ID card or passport. We seriously recommend getting in contact with our reservation department before arrival.

## **§ 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. 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, 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 bookings with the FIX-Rate the following applies: Payment is made in advance at the time of booking. The booking cannot be cancelled. If a guest does not appear without informing a delay, a&o is entitled to assign the room/bed otherwise from 12 o'clock of the day after the booked arrival day. If and as far as a&o does not suffer any damage due to the non-arrival, because the booked room/bed can be rented out to another person, the guest has the right to a refund of the paid advance payment.

(10) For bookings with the FLEX rate the following applies: The reservation is initially non-binding. The room/bed will be kept free of charge until 18.00 hours on the booked day of arrival. A binding booking is made by transmitting valid credit card data by 18.00 hours on the day of arrival at the latest. After the binding booking, the regulations regarding the fixed rate apply accordingly. If a binding booking is not made by timely transmission of credit card data, a&o will cancel the room or bed booked with the Flex-Rate free of charge.

## **§ 4 Rescission by the Client**

(1) a&o grants the customer in principle the right to withdraw from the contract at any time. This does not apply to special-rates marked as "non-refundable". The exact conditions are listed below:

### **§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 p.m. (local time hotel/hostel) on arrival day unless agreed otherwise. For late arrival please see §6. 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 (10 persons or more): 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.

### **Temporary special arrangement:**

Deviating from the usual cancellation deadlines, all groups of 10\* persons and more can cancel free of charge until 6 p.m. on the day of arrival for bookings made after 1 October 2020 and for which the booked arrival is in the period up to the end of 2021. Cancellation is required by e-mail to [groups@aohostels.com](mailto:groups@aohostels.com) For cancellations at short notice up to 3 days prior to arrival, please also inform us by telephone.

\*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

The cancellation calculation for possibly simultaneously booked rooms remains unaffected.

(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 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 re-hiring 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. This applies also to outstanding bills at other above mentioned a&o companies.

(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) In the case of legitimate resignation of a&o, the customer shall not be entitled to claim damages.

## **§ 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 p.m. 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](http://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 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 800.00Euros. 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. 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 have a place of general jurisdiction inland the place of jurisdiction shall be the place of the registered head office of a&o.

(4) Local law of the property 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 and reserves the right not to accommodate people who miss this distance.

Last change: 09.10.2020