

Extract from

## **Terms and Conditions**

for accommodation agreements concluded with martas Gästehäuser Hauptbahnhof (short „Gästehäuser“) run by the Berlin City Mission.

(This extract is only for information. The authoritative document is the complete version of our terms and conditions, which we will gladly send you. It can also be downloaded from our homepage.)

### **2. Conclusion of Agreement, Contracting Parties, House Rules**

2.6 The valid house rules of each Gästehaus are an integral part of the agreement. These can be downloaded from the *Gästehäuser* website, are posted in the reception at the *Gästehäuser* or can be requested from the *Gästehäuser* at any time.

### **3. Services, Prices, Payment, Set-off**

3.4 The customer is obligated to pay in advance the valid and agreed price of the *Gästehäuser* for the rental of the room and other services used by him at the latest on the day of arrival. This also applies to services and expenses arranged by the customer on behalf of a third party.

3.6 The agreed prices are inclusive of the VAT rate currently valid at the time of the booking unless a tax exemption has been granted by law. The same applies to the introduction or increase of taxes and duties, which relate directly to the overnight stay. Should the time between conclusion and fulfilment of the accommodation agreement exceed a period of four months and the general price for such services provided by the *Gästehäuser* increase in the meantime, the *Gästehäuser* may raise the contractually agreed price by a reasonable amount up to a maximum of 10%.

3.8 In the case of group bookings, the customer is obliged to pay 80% of the total agreed price to our account up to 70 days at the latest before arrival indicating the date of arrival and the name of the group.  
For group reservations at short notice (within 70 days before the date of arrival), an advance payment of up to 80 % of the agreed total price is due within 7 calendar days.

If the advance payment is not made on time within the period stipulated above, the *Gästehäuser* are authorized to cancel the reservation accruing the lump-sum charges specified in these Terms and Conditions (sections 4.1.1 to 4.1.3).

The amount of the advance payment is specified in the letter of confirmation. The advance payment will be offset against the total invoice amount.

3.11 In the case of group reservations, a single group invoice shall be issued. Individual invoices for individual participants are only possible in exceptional cases. The *Gästehäuser* are furthermore entitled to subtract the group discount when issuing individual invoices.

### **4. Rescission by the Customer (Cancellation, Annulment)**

Free cancellations are possible until 8 a.m. on the day of arrival. This regulation supersedes the previous cancellation conditions until further notice. After this time limit, as well as in the case of unannounced non-arrival, we reserve the right to charge reservation costs amounting to 80% of the total price.

- 4.1 The terms of the agreement are binding. The customer may neither cancel the agreement nor withdraw from it in general. Notwithstanding this, the *Gästehäuser* provide a cancellation system for different groups of cases enabling the customer to cancel the reservation under the following conditions, either free of charge or against reimbursement of the average estimated loss incurred by the *Gästehäuser*.
- 4.1.2 Groups of 12 people and more: Cancellation free of charge up to 56 days before arrival. After that, the following charges shall apply:
- a) 48 - 55 days before arrival: 25% of the agreed total price
  - b) 14 - 47 days before arrival: 50% of the agreed total price
  - c) 1 - 13 days before arrival: 80% of the agreed total price
  - d) In the case of cancellation on the day of arrival, failure to arrive, late arrival or early departure, the customer shall be charged 90% of the agreed total price.
  - e) Cancellation of less than 10% of the group size is free of charge up to one day before arrival.
- 4.1.3 Additionally booked catering services can be cancelled free of charge up to 10 days before arrival. After that, a cancellation fee of 80% of the agreed total booked amount shall be charged.
- 4.1.4 The customer may only withdraw from or cancel the agreement concluded with the *Gästehäuser* in writing. Likewise, the *Gästehäuser* shall confirm withdrawal from the agreement in writing. Information on the cancellation fee to be paid is usually included in this notice, but may follow at a later date.
- 4.5 The *Gästehäuser* recommend that customers take out insurance to cover travel cancellation expenses (e.g. [ERV](#)).

## 6. Provision, Handover and Vacation of Rooms

- 6.2 The booked rooms shall be available from 3 pm on the agreed arrival date. The customer is not entitled to occupy the rooms at an earlier time. The customer must take possession of the room by 6 pm at the latest on the agreed arrival date. Unless the booking has been guaranteed by a complete advance payment or security, the *Gästehäuser* are entitled to reallocate booked rooms to other guests after 6 pm without the customer being able to claim compensation as a result. In this respect, the *Gästehäuser* have the right of withdrawal.
- 6.4 In the case of group bookings with more than 12 persons with accommodation in a dormitory, the *Gästehäuser* have the right to determine the allocation of guests to different rooms. A list with the full names and dates of birth of all participants must be given to the *Gästehäuser* on arrival at the latest. Should the number of guests exceed the contractually agreed number of people, the additional guests shall not be entitled to accommodation.

## 7. Deposit for Damage to Inventory

- 7.1 In the case of group bookings (from 12 persons), the *Gästehäuser* are authorized to demand on arrival a deposit of €10 per person up to a maximum of €500 per group, which will be repaid in full on departure, insofar as the *Gästehäuser* have not incurred damages caused by the group.