Terms and Conditions of Wombat's City Hostels

as of 22/04/2024

I. Scope

1. These terms and conditions shall apply to contracts regarding the renting of hostel rooms or beds in hostel rooms for accommodation, as well as to all other services of Wombat's City Hostels that are provided for the customer in this context (hereinafter referred to as: the Contract).

   The term "Contract" shall include and replace the following terms: hostel accommodation contract, lodging contract, guest accommodation contract and hostel room contract. The term "Customer" shall refer uniformly to guests, purchasers, tenants, event organisers, agents etc.

   The following terms and conditions shall apply to all services of Wombat's City Hostels (hereinafter referred to as: the Hostel). Each Hostel is an independent operation and an independent legal entity which can conclude direct contracts with the Customer. The Hostels have the following company names as of 01/09/2022:

   Vienna:
   Wombats Naschmarkt GmbH
   Rechte Wienzeile 35, A- 1040 Wien

   Munich:
   Wombats GmbH, Munich
   Senefelderstr 1, D-80336 München
   and
   Wombats München OST GmbH
   Atelierstrasse 20, 81671 München

   Budapest:
   Wombats Hungary Kft
   Király u. 20, H-1061 Budapest

   London:
   Wombats London Ltd.,
   7 Dock Street, E1 8LL London

   Leipzig:
   Wombats Leipzig GmbH
   Jacobstr. 1 – D-04105 – Leipzig

II. Conclusion of the Contract

1. The Contract shall come into effect through the acceptance of the Customer's application by the Hostel. The acceptance shall take place in the form of a booking confirmation from the Hostel. If the payment or the authorisation of the means of payment fails during a booking via the Hostel's website (https://www.wombats-hostels.com/), no booking shall be made and no contract shall come into effect.

2. The subletting of the rooms and their use for purposes other than accommodation shall require the prior consent of the Hostel in writing.

3. Bookings may only be made by people with full legal capacity. When it receives a booking, the Hostel assumes that there are no restrictions to the legal capacity of the person making the booking.

4. In the event of a group booking via the Hostel's booking centre, the latter's group terms and conditions shall take precedence. In this case, the general terms and conditions shall apply on a subsidiary basis; in the event of discrepancies, the provisions of the group terms and conditions shall take precedence.

5. The valid house rules shall also be part of the Contract. The house rules can be downloaded via the web-site of Wombat's City Hostels (https://www.wombats-hostels.com/) and are displayed in the Hostel. A printout can also be requested by the Customer at the Hostel.

6. The Customer shall be solely responsible for the accuracy of the booking data transmitted upon conclusion of the Contract. He must check this again when he receives the booking confirmation and must disclose any inaccuracies immediately in writing. The Hostel shall not be liable for claims arising from incorrectly entered data.

III. Services, prices, payment

1. The Hostel is obliged to have the room booked by the Customer ready and to provide the agreed services.

2. The Hostel shall be entitled to accommodate customers at the booked price in another hostel with comparable facilities and services, without further claims arising against the Hostel as a result, if there is good reason for this – in particular if accommodation in the reserved Hostel is not possible – and if this is reasonable for the Customer.

3. The Customer is obliged to pay the prices that are applicable at the time of the booking and thus agreed for the rental of the room and the other services booked or claimed by him. This shall also apply to services commissioned by the Customer directly or via the Hostel which are provided by third parties and are disbursed by the Hostel.

4. The Hostel reserves the right not to accept certain means of payment (American Express, Diners Club, cheques, digital currencies) for the payment of the price. When making a booking via the Hostel's website (https://www.wombats-hostels.com/), the Customer shall be expressly advised of this with information about the accepted means of payment. The Hostel also reserves the right not to accept large notes.

5. The agreed prices shall include the taxes and local charges that are applicable at the time of the conclusion of the Contract. The Hostel shall operate dynamic pricing. The Hostel and the guest shall be bound by the price and the scope of the services agreed upon the conclusion of the Contract.

6. In the context of dynamic pricing, the Hostel may make its consent to a subsequent change that is desired by the Customer with regard to the number or category of the booked rooms or beds, the service provided by the Hostel or the length of the stay of the Customer dependent upon an increase in the price for the room rental and/or the other services of the Hostel.

7. The Hostel shall be entitled to demand an appropriate advance payment or security, for example in the form of a credit card guarantee, upon conclusion of the Contract. The amount of the advance payment and the payment dates can be agreed in the Contract in text form.

8. The total price less any advance payments already paid shall be due, unless otherwise agreed, upon arrival before the room is provided and/or other services are rendered.

9. Payment on account shall only be possible with the express consent of the Hostel, to which there is no entitlement, and in return for an advance confirmation of an assumption of costs that is accepted by the Hostel.

   If the booking is not made by a public authority or state institution, the Hostel shall require a security in the form of a credit card guarantee. The Hostel reserves the right to reject declarations regarding the assumption of costs in the individual case. The bill shall be sent to the company/institution which has promised to assume the costs after the Customer's stay. The bill shall then be due for payment immediately after receipt.

10. Separate confirmations for visa applications shall only be issued after the payment of the entire price of the booking in advance.

11. Any bank charges and exchange rate differences arising during the payment of the price shall be borne by the Customer.

    In the event of return debits or chargebacks, the Hostel shall invoice the Customer for the costs incurred.

12. Reimbursements shall generally take place via the original means of payment. In exceptional cases, a reimbursement in cash on-site or by bank transfer to the account of the Customer or via the Customer's credit card shall be possible. If the Hostel is not responsible for the reason for the reimbursement, the provisions of Paragraph 11 above shall apply.

IV. Withdrawal of the Customer (cancellation) / Non-utilisation of the booked services ("No show")

1. The Customer's right of withdrawal must be exercised in text form.

2. The concluded contract for the provision of services in the area of accommodation shall not be subject to a right of revocation. The Customer shall only be entitled to a right of withdrawal if it is determined by the law or has been expressly agreed contractually and in text form between the Hostel and the Customer.

V. Withdrawal of the Hostel

1. If an advance payment or security that is agreed or required in accordance with Section III Paragraph 7 is not made even after the expiry of an appropriate grace period set by the Hostel, the Hostel shall be entitled to withdraw from the Contract.

2. The Hostel shall also be entitled to withdraw from the Contract without notice for a justified objective reason, especially if

   - force majeure or other circumstances for which the Hostel is not responsible make the fulfilment of the Contract impossible;
   - rooms are booked with the provision of misleading or false information or the concealment of essential facts; essential facts may include the identity of the Customer, his financial solvency or the purpose of the stay;
   - the Hostel has legitimate cause for the assumption that the utilisation of the Hostel services may

put the smooth operation of the business, the security or the public reputation of the Hostel at risk, without this being attributable to the Hostel's management and organisation;
- the purpose or the reason for the state is unlawful;
- an infringement against the house rules takes place which means that the continuation of the Contract until its agreed end cannot reasonably be expected of the Hostel, giving due consideration of the interests of both parties. This shall particularly apply if the Customer has already been given a warning by the Hostel on account of this infringement.

3. The legitimate withdrawal of the Hostel shall not give the Customer grounds to claim compensation for damages.

VI. Arrival and departure, other provisios regarding the hostel stay

1. The Customer shall acquire no right to the provision of specific rooms, unless the Hostel has confirmed the provision of specific rooms in writing.

2. Booked rooms shall be available to the Customer from 2pm on the agreed day of arrival. The Customer shall not be entitled to have his rooms provided earlier.

3. Booked rooms must be claimed by the Customer by 4pm at the latest on the agreed day of arrival, unless there is a guaranteed booking which has been confirmed by an advance payment or a credit card guarantee. In the event of bookings that have not been guaranteed (bookings with a credit card), the Hostel has the right to give the room to someone else after 4pm, without the Customer deriving any claims for compensation from this.

4. On the agreed day of departure, the rooms must be vacated by 10am at the latest. If the room is vacated later than this, the Hostel may demand the agreed rent or the rent that is customary for comparable services locally as compensation for the period for which the room is retained. The assertion of further damages shall not be ruled out. In the event of a late departure that has been booked in advance, the departure time shall be extended until 1pm at the latest.

5. If the total number of persons arriving exceeds the contractually agreed number of persons, there shall be no entitlement to accommodation for the additional persons.

6. Accommodation in a dormitory is not permitted for persons under the age of 18. Minors may only stay in private rooms if accompanied by a parent or at least one guardian. These provisions shall not apply for groups accompanied by an adult authorised by the children's guardians (see group terms and conditions).

7. There shall be a maximum stay of 7 nights. The Hostel reserves the right to reject bookings that contravene this principle.

VII. Illness or death of the Customer

1. If a Customer falls ill during his stay at the Hostel, the Hostel will arrange for medical care at the Customer´s request. In case of imminent danger, the Hostel will arrange for medical care even without the Customer's special request, especially if this is necessary and the Customer is not able to do so himself.

2. As long as the Customer is not able to make decisions or the relatives of the Customer cannot be con-

tacted, the Hostel will arrange for medical treatment at the expense of the Customer. However, the scope of such care shall end at the time when the Customer is able to make decisions or when the relatives have been notified of the illness.

3. The Hostel has claims for compensation against the Customer or in case of death against the legal successors, in particular for the following costs:
   - outstanding medical expenses, costs for ambulance transport, medication and medical aids
   - room disinfection that has become necessary,
   - replacement for unusable linen, bedding and bed furnishings, otherwise for the disinfection or thorough cleaning of all these items,
   - restoration of walls, furnishings, carpets, etc., insofar as they have been contaminated or damaged in connection with the illness or death,
   - room rent, insofar as the premises were occupied by the Customer, plus any days of unusability of the rooms due to disinfection, evacuation, or the like
   - any other damages incurred by the Hostel.

VIII. Liability and limitation period

1. The Customer shall be liable for damage culpably caused by him, including to the fixtures, or severe soiling. The Hostel reserves the right to demand a deposit upon arrival or during the stay, which will be paid back upon departure, provided that the Hostel has not been able to identify any damages or severe soiling which can be attributed to the Customer in terms of the above paragraph by then. Damages or costs for the removal of severe soiling which exceed the amount of the deposit must be settled directly on-site by the person(s) responsible upon departure at the latest. They can also be invoiced subsequently by the Hostel, especially if the Hostel is invoiced by third parties for external costs for e.g. fire brigade or other rescue operations or for repair costs. This shall also apply to damages and severe soiling which are only identified after the departure of the Customer.

2. Smoking is strictly prohibited in all areas of the Hostel. The same applies to the manipulation of smoke alarms or the unauthorised opening of emergency doors. In the event of a contravention, the Hostel reserves the right to withdraw from the Contract in accordance with Section V Paragraph 2 of the terms and conditions and/or to claim damages.

3. The above limitations of liability shall not apply with regard to the data protection rights of the Customer. The Hostel shall be liable for damages caused by it due to the loss of life, physical injury or damage to health. It shall also be liable for other damages which are due to a violation of the Hostel's obligations based on wilful intent or gross negligence. Further claims for compensation are ruled out unless regulated otherwise below.

4. The Customers are instructed not to leave luggage and personal items unattended in publicly accessible rooms of the Hostel. The Hostel shall not be liable for items which are left by Customers or visitors in generally accessible rooms of the Hostel, in the luggage room, or in unlocked rooms. For items which the Customer properly puts into the locked locker box provided for this, the liability shall be restricted to the legally permissible level. Liability for slight negligence shall be excluded, in particular. The liability shall be further restricted to personal items of the Customer; valuables such as jewellery, money, mobile phones, laptops, tablets, etc. shall be excluded from the liability.

5. Disclaimer: the Hostel shall accept no liability for damages or injuries which result from the improper use of the furniture.

IX. Web links

1. The online presence of Wombat's City Hostels may contain hyperlinks to websites of other partners. These hyperlinks are only provided for information purposes. These websites are not controlled by Wombat's City Hostels, and Wombat's City Hostels shall not be responsible for their contents. The inclusion of hyperlinks to such other websites in the online presence implies neither an endorsement of the material that can be found on these websites nor a connection with their operators.

X. Final Provisions

1. Amendments or additions to the Contract, the acceptance of the application or these terms and conditions shall take place in text form. Unilateral amendments or additions by the Customer shall be invalid.

2. The place of fulfilment and the place of payment shall be the registered place of business of the Hostel.

3. The exclusive place of jurisdiction in commercial dealings shall be the registered place of business of the relevant Hostel. If a Party does not have a general place of jurisdiction in the country, the place of jurisdiction shall be the registered place of business of the Hostel under company law. The Hostel is, however, entitled also to institute lawsuits or other legal proceedings at the general place of jurisdiction of the Customer.

4. Depending on the location of the Hostel, the law of the Federal Republic of Germany, the law of the Republic of Austria, the law of the Republic of Hungary or the law of the United Kingdom of Great Britain and Northern Ireland shall apply.

5. If individual provisions of these terms and conditions are or become invalid or void, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid provision with a provision that corresponds to the economic intent in a legally permissible manner.

6. The Hostel distances itself in all respects from discrimination, radicalism, violence and xenophobia and reserves the right not to accommodate people who lack this distance.