



GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS

1 SCOPE

- 1.1 These Terms and Conditions apply to all contracts governing the letting of hotel rooms and apartments for accommodation purposes including all other services and deliveries provided by the hotel in connection with these contracts (hotel accommodation contract).
- 1.2 Subletting or subleasing the rooms provided as well as their use for purposes other than accommodation requires the prior written consent of the hotel. In this event, Section 540, paragraph 1, sentence 2 of the German Civil Code (BGB) is waived if the customer is not a consumer within the meaning of Section 13 BGB.
- 1.3 Any general terms and conditions of the customer shall only apply if their application was expressly agreed before conclusion of the contract.

2 CONCLUSION OF THE CONTRACT, CONTRACTING PARTIES, STATUTE OF LIMITATIONS, ASSIGNMENT

- 2.1 The parties to this contract are the hotel and the customer. The contract shall enter into force upon acceptance of the customer's booking request by the hotel. The hotel may confirm the room booking in writing. In the event a hotel room is booked on behalf of the customer by a third party, this third party and the customer shall be jointly and severally liable for all obligations arising out of the hotel accommodation contract, provided a notice to that effect was submitted to the hotel.
- 2.2 All claims against the hotel are subject to the statutory limitation period.
- 2.3 Any assignment of claims by the customer requires the prior written consent of the hotel to be effective. The hotel may refuse its consent, provided the hotel has a legitimate interest in maintaining the contractual relationship.

3 SERVICES, PRICES, PAYMENT, SETTING OFF CLAIMS

- 3.1 The hotel shall reserve the rooms booked by the customer and render the services agreed.
- 3.2 The customer shall pay for the provision of the rooms and all other services used by the customer at the agreed and/or applicable rates of the hotel. This includes any services ordered by the customer directly or through the hotel, which were rendered by third parties and advanced by the hotel,
- 3.3 The prices agreed include all taxes and local fees applicable at the time the contract is concluded. Local fees payable by the guest directly in accordance with municipal regulations such as visitor's taxes are not covered by the hotel. In the event of changes to the VAT rate or the introduction, change or abolition of local fees on the services to be performed after conclusion of the contract, prices shall be adjusted accordingly. The above provision shall only apply to contracts with consumers if the period between conclusion and performance of the contract exceeds four months.
- 3.4 In the event the customer wishes to reduce the number of rooms reserved, the hotel services booked or the length of the stay after making a reservation, the hotel reserves the right to again adjust the prices of the hotel rooms and/or other hotel services.
- 3.5 Unless otherwise specified on the invoice, all hotel invoices are payable without deduction within fourteen days of receipt. The hotel may demand immediate payment of all payable debts at any time. In the event payment of the hotel invoice is overdue, the hotel may claim late payment interest at the applicable statutory rate. The hotel reserves the right to claim damages for any additional costs, losses or expenses incurred.
- 3.6 The hotel may demand a reasonable advance payment or security deposit such as a credit card guarantee or cost acceptance statement upon conclusion of the contract. The amount to be paid in advance and the payment dates can be agreed in writing in the contract. Advance payments or security deposits for all-inclusive holidays are subject to the applicable legal provisions.
- 3.7 Under certain circumstances, e.g. delayed payment or extension of the contract to include additional services, the hotel may demand an advance payment or security deposit within the meaning of the above provisions or an increase in the contractually agreed advance payment or security deposit even after conclusion of the contract, but before the beginning of the customer's stay, until full payment is made.
- 3.8 The hotel may also demand a reasonable advance payment or security deposit within the meaning of the above provisions at the beginning of and during the customer's stay to cover outstanding and future claims arising out of the contract, unless such an advance payment or security deposit was already made in accordance with sections 3.6 and/or 3.7.
- 3.9 Only claims that are uncontested or have become res judicata may be offset against claims of the hotel.



4 RESCISSION (CANCELLATION)/ NON-ARRIVAL AT THE HOTEL (NO-SHOW)

- 4.1 The customer may not rescind the contract concluded with the hotel unless such a right to cancel the reservation has been expressly agreed in the contract, the customer has a statutory right of revocation or the hotel has expressly consented to the cancellation. Any agreed right of revocation or consent to a cancellation must be documented in writing.
- 4.2 The customer may rescind the contract in question without incurring any charges or liability for damages to the hotel, provided the hotel and the customer have agreed on a deadline by which the customer can cancel a booking at no charge. The customer's right to rescind the contract expires if the customer fails to exercise this right by the agreed deadline.
- 4.3 In the event no right of revocation was agreed or such right has already expired, the customer has no statutory right of revocation or termination, and the hotel refuses to rescind the contract, the hotel may claim the agreed remuneration even if the customer fails to make use of the hotel's services. The hotel shall reduce its claims against the customer by the amount received by re-letting the reserved rooms and the expenses saved by the non-arrival. In the event the accommodation is not re-let, the hotel may deduct a flat amount for the expenses saved. In this case, the customer shall pay at least 90 % of the contractually agreed price for the accommodation, with or without breakfast, and any package deals including external services, 70 % for half-board and 60 % for full-board accommodation. The customer retains the right to establish that the hotel did not incur any or significantly less damage.

5 RESCISSION BY THE HOTEL

- 5.1 In the event both parties agreed that the customer may cancel a booking free of charge within a certain deadline, the hotel may also rescind the accommodation contract within the defined deadline, provided other customers have inquired about the availability of the rooms in question and the customer fails to waive the right to cancel the booking at the hotel's request within a reasonable period of time.
- 5.2 If the customer fails to make an agreed or demanded advance payment or security deposit in accordance with sections 3.6 and/or 3.7 even after being given a reasonable grace period by the hotel, the hotel may rescind the accommodation contract.
- 5.3 The hotel may also rescind a contract for any reasonable cause, which may include, but is not limited to:
- Acts of God or other circumstances beyond the reasonable control of the hotel prevent performance of the contract;
 - The customer willfully or negligently provides misleading or wrong details and/or conceals material facts when booking rooms or venues, whereby the customer's identity or ability to pay as well as the purpose of the stay may all be deemed material facts;
 - The hotel has reasonable grounds for believing the customer's stay would endanger the hotel's smooth business operations or security or prejudice the reputation of the hotel in public with these risks being outside the hotel's influence or control.
 - The purpose of the stay is illegal;
 - The customer violates Section 1.2 of these terms.
- 5.4 The hotel shall not be liable for any loss or damages whatsoever arising from the rescission of the contract for reasonable cause.

6 ROOM AVAILABILITY, OCCUPYING AND VACATING ROOMS

- 6.1 Unless agreed otherwise in advance, the customer cannot reserve specific rooms.
- 6.2 The rooms reserved by the customer are usually available from 3.00 p.m. on the agreed day of arrival. The customer is not entitled to occupy the reserved room any earlier. Unless a later time of arrival was expressly agreed or a reasonable advance payment or security deposit within the meaning of Section 3.6 was made, the hotel reserves the right to let the room to another guest after 6.00 p.m.
- 6.3 On the agreed day of departure, the rooms must be made available to the hotel by 11.00 a.m. at the latest. Failure to do so will entitle the hotel to charge the customer 50 % of the full accommodation price (list price) if the room is vacated by 6 p.m. and 90 % after that time to compensate the hotel for the prolonged use of the room. Such compensation shall not entitle the customer to any contractual claims. Any extension of the duration of the stay requires the ex-press consent of the hotel. However, the customer retains the right to establish that the hotel was not entitled to claim any or significantly lower compensation.



7 HOTEL LIABILITY

- 7.1 The hotel shall be liable for any injury to life, body or health falling under the responsibility of the hotel. The hotel shall further be liable for any other damage resulting from a willful or negligent breach of contractual duties and/or a willful or negligent breach of duty by failing to exercise the reasonable standard of care customary for this type of contract. A breach of contractual duties by a legal representative or agent of the hotel shall be deemed a breach of duty by the hotel. Unless otherwise specified in this Section 7, all other claims for damages are excluded. The hotel shall endeavor to remedy any disruptions or shortcomings in the services of the hotel upon discovery of such disruptions or at the customer's immediate request. The customer shall take all reasonable steps to help eliminate such disruptions and ensure that damage is kept to a minimum.
- 7.2 The hotel's liability for the customer's private property is subject to statutory provisions. The hotel recommends storing valuables in the hotel or room safes. Money, securities and other valuables exceeding EUR 800 or other items worth more than EUR 3,500 that are brought in by the customer require the conclusion of a separate storage agreement with the hotel.
- 7.3 The provision of a parking space in the hotel garage or the hotel car park, irrespective of whether or not a fee is paid, does not constitute a storage agreement. In the event any vehicles parked or moved on the hotel's property or any items left in vehicles are lost or damaged, the hotel only accepts liability to the extent specified in the above sections 7.1 to 7.4.
- 7.4 The hotel will carry out any wake-up calls with great care. Messages, mail and deliveries for guests are handled with equal care. The hotel will deliver, store and – upon request and for a fee – forward the above items for the customer. The hotel's liability for these services is subject to the above sections 7.1 to 7.4.

8 MISCELLANEOUS PROVISIONS

- 8.1 The use of any photo or video material recorded or created on the hotel's property or premises for commercial purposes requires the prior written consent of the hotel.
- 8.2 Domestic pets are accepted solely at the discretion of the hotel and may be subject to an extra charge.
- 8.3 Any technical or other external equipment requested by the customer is procured by the hotel on behalf of and with the express authority of the customer at the customer's expense. The customer shall be liable for handling and returning this equipment with the necessary care. The customer hereby indemnifies the hotel against any claims from third parties arising out of the rental or use of such equipment.

9 FINAL PROVISIONS

- 9.1 Any changes or amendments to the contract, the booking confirmation or these general terms and conditions must be made in writing. Any unilateral changes or amendments carried out by the customer are ineffective.
- 9.2 The exclusive place of performance, payment and jurisdiction for all disputes arising out of commercial transactions between the parties, including check and currency disputes, shall be the hotel's place of business and the courts of competent jurisdiction at the hotel's place of business, respectively. In the event one of the contracting parties has no general place of jurisdiction in Germany within the meaning of Section 38, paragraph 2 of the German Code of Civil Procedure (ZPO), the hotel's place of business shall be the place of jurisdiction.
- 9.3 These terms and conditions are subject to German law. The UN Convention on Contracts for the International Sale of Goods and the German conflict of laws principles are excluded.
- 9.4 In the event that any one or more of the provisions of these terms and conditions shall be or become invalid or unenforceable in any respect, the validity of the remaining provisions shall not be affected thereby. In all other respects, statutory provisions apply.

Hotel Neues Tor GmbH
Version July 2017