# GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT (AGBH 8.1)

# SCOPE

1.1 These terms and conditions apply to contracts for the rental of hotel rooms for accommodation as well as all other services and deliveries provided by the hotel for the customer in this context (hotel accommodation contract). They do not apply to package tours within the meaning of § 651a BGB. The term "hotel accommodation contract" includes and replaces the following terms: accommodation, guest accommodation, hotel, hotel room contract.

1.2 The subletting or subletting of the rooms provided as well as their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby the right to termination is waived in accordance with § 540 paragraph 1 sentence 2 BGB.

1.3 The Customer's General Terms and Conditions shall only apply if this has been expressly agreed in writing.

# CONCLUSION OF CONTRACTS, PARTNERS

The contracting parties are the hotel and the customer. The contract is concluded by the acceptance of the customer's request by the hotel. In the case of booking via the hotel's own homepage, the contract is concluded by clicking on the button *"BOOK WITH OBLIGATION TO PAY".*

# SERVICES, PTRAVEL, PAYMENT, AINVOICE

3.1 The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.

3.2 The customer is obliged to pay the hotel's agreed or applicable prices for the provision of rooms and the other services used by him. This also applies to services commissioned by the customer directly or through the hotel, which are provided by third parties and paid for by the hotel.

3.3 The agreed prices are inclusive of taxes and local charges applicable at the time the contract is concluded. Not included are local taxes that are owed by the guest himself according to the respective municipal law, such as tourist tax.

In the event of a change in the statutory value added tax or the introduction, modification or abolition of local taxes on the object of the service after the conclusion of the contract, the prices will be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between the conclusion of the contract and the performance of the contract exceeds four months.

3.4 If payment on account has been agreed, payment must be made without deduction within ten days of receipt of the invoice, unless otherwise agreed.

3.5 The hotel is entitled to demand an appropriate advance payment or security deposit from the customer, 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. In the event of default of payment by the customer, the statutory regulations shall apply.

3.6 In justified cases, e.g. arrears of payment by the customer or extension of the scope of the contract, the hotel is entitled to demand an advance payment or security deposit within the meaning of section 3.5 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration, even after the conclusion of the contract until the beginning of the stay.

3.7 The Hotel is also entitled to demand an appropriate advance payment or security deposit from the customer within the meaning of Section 3.5 above for existing and future claims arising from the Contract at the beginning and during the stay, insofar as such payment has not already been made in accordance with Section 3.5 and/or Section 3.6 above.

3.8 The customer can only offset or offset against a claim of the hotel against an undisputed or legally binding claim.

3.9 The customer agrees that the invoice may be sent to him electronically.

# WITHDRAWAL/TERMINATION ("CANCELLATION") OF THE CUSTOMER

## **NON-USE OF THE HOTEL'S SERVICES ("NO SHOW")**

4.1 A unilateral termination of the contract concluded with the hotel by the customer is only possible if a right of withdrawal has been expressly agreed in the contract or if there is a statutory right of withdrawal or termination.

4.2 If an appointment has been agreed between the hotel and the customer to withdraw from the contract free of charge, the customer may withdraw from the contract until then without triggering any claims for payment or damages on the part of the hotel. The customer's right of withdrawal expires if he does not exercise this right to the hotel in writing by the agreed date.

4.3 Bookings during trade fair periods are binding and can no longer be cancelled. Please understand that we have to charge you 100% of the room rate during trade fair times in case of non-occupancy despite reservation. We recommend that you take out insurance for travel cancellation costs.

# CANCELLATION OF THE HOTEL

5.1 If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period if there are enquiries from other customers about the contractually booked rooms and the customer does not waive his right to withdraw from the contract upon inquiry by the hotel with a reasonable deadline. This applies accordingly if an option is granted if there are other requests and the customer is not willing to make a firm booking upon request from the hotel with a reasonable deadline.

5.2 If an advance payment or security deposit agreed or required in accordance with clauses 3.5 and/or 3.6 is not made even after the expiry of a reasonable grace period set by the hotel, the hotel is also entitled to withdraw from the contract.

5.3 Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular if:

* force majeure or other circumstances for which the hotel is not responsible make the fulfilment of the contract impossible;
* rooms or rooms are culpably booked with misleading or false information or concealment of material facts; the identity of the customer, the ability to pay or the purpose of the stay may be essential;
* the hotel has reasonable grounds to believe that the use of the service may jeopardise the smooth running of the business, the security or the reputation of the hotel in the eyes of the public, without this being attributable to the hotel's sphere of control or organisation;
* the purpose or reason for the stay is unlawful; - there has been a violation of Section 1.2 above.

5.4 The justified withdrawal of the hotel does not give rise to any claim for damages on the part of the customer. If, in the event of a cancellation pursuant to clause 5.2 or 5.3 above, the hotel has a claim for damages against the customer, the hotel may charge a lump sum payment. Section 4.3 shall apply mutatis mutandis in this case.

# ROOM PROVISION, HANDOVER AND RETURN

6.1 The customer does not acquire any claim to the provision of specific rooms unless this has been expressly agreed in writing.

6.2 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 unless an early check-in has been booked.

6.3 On the agreed day of departure, the rooms must be vacated by 10:00 a.m. (11 a.m. on Sunday) at the latest. After that, due to the late vacation of the room, the hotel may charge 50% of the full accommodation price (price according to the price list) until 6:00 p.m. and 90% from 6:00 p.m. onwards. Contractual claims of the customer are not justified by this. He is free to prove that the hotel has no or a significantly lower claim to a usage fee.

# LIABILITY OF THE HOTEL

7.1 The hotel is liable for damages for which it is responsible as a result of injury to life, limb or health. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of typical contractual obligations of the hotel. Obligations typical of a contract are those obligations that make the proper execution of the contract possible in the first place and on the fulfilment of which the customer trusts and may rely. A breach of duty on the part of the hotel is equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise stipulated in this Section 7. In the event of disruptions or deficiencies in the hotel's services, the hotel will endeavour to remedy the situation if the customer is aware of it or upon immediate complaint. The customer is obliged to do what is reasonable for him to remedy the malfunction and to keep possible damage to a minimum.

7.2 The hotel is liable to the customer for items brought in in accordance with the statutory provisions. The hotel recommends the use of the hotel or in-room safe. If the customer wishes to bring in money, securities and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with the hotel.

7.3 Insofar as the customer is provided with a parking space in the hotel car park, even for a fee, this does not constitute a custody contract. In the event of loss or damage to motor vehicles parked or manoeuvred on the hotel property and their contents, the hotel shall only be liable in accordance with section 7.1, sentences 1 to 4 above.

 7.4 Wake-up calls are carried out by the hotel with the utmost care.

Messages for customers are handled with care. After prior agreement with the customer, the hotel can take care of the reception, storage and – on request – the forwarding of mail and consignments of goods for a fee. The hotel shall only be liable in accordance with Section 7.1, sentences 1 to 4 above.

# FINAL PROVISIONS

8.1 Changes and additions to the contract, the acceptance of applications or these General Terms and Conditions shall be made in text form. Unilateral changes or additions are ineffective.

8.2 If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction is Kempen. The hotel can also sue the customer at the customer's headquarters. The same applies to customers who do not fall under sentence 1 if they do not have their registered office or residence in a member state of the EU.

 8.3 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

8.4 In accordance with its legal obligation, the Hotel would like to point out that the European Union has established an online platform for the out-of-court settlement of consumer disputes ("ODR

 Platform":<http://ec.europa.eu/consumers/odr/>

However, the hotel does not participate in dispute resolution proceedings before consumer arbitration boards.