

## **GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACT**

### **I. SCOPE OF APPLICATION**

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 to the customer in connection with the accommodation (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms: accommodation, guest reception, hotel, hotel room contract.

2. The subletting or further rental of the provided rooms and their use for purposes other than accommodation require the prior written consent of the hotel, with the exception of § 540 paragraph 1 sentence 2 BGB, unless the customer is not a consumer.

3. General terms and conditions of the customer only apply if expressly agreed upon in writing beforehand.

### **II. CONCLUSION OF CONTRACT, PARTNERS, STATUTE OF LIMITATIONS**

1. The contract is concluded by the acceptance of the customer's offer by the hotel. The hotel is free to confirm the room reservation in writing.

2. The contracting parties are the hotel and the customer. If a third party has made the reservation for the customer, he and the customer are jointly and severally liable to the hotel for all obligations arising from the hotel accommodation contract, provided the hotel has received a corresponding statement from the third party.

3. All claims against the hotel generally expire within one year from the statutory commencement of the limitation period. Claims for damages expire irrespective of knowledge after five years. The shortening of the limitation periods does not apply to claims based on intentional or grossly negligent breach of duty by the hotel.

### **III. SERVICES, PRICES, PAYMENT, SET-OFF**

1. The hotel is obligated to provide the rooms booked by the customer and to render the agreed services.

2. The customer is obligated to pay the prices agreed or applicable for the room rental and the additional services used by him. This also applies to services and expenses incurred by the hotel for services requested by the customer. The agreed prices include the respective statutory value-added tax.

3. The hotel may make its consent to a customer's subsequent reduction in the number of booked rooms, hotel services, or the length of stay dependent on an increase in the price for the rooms and/or for the other hotel services.

4. Invoices from the hotel without a due date are payable without deduction within 10 days of receipt of the invoice. The hotel can demand immediate payment of due claims at any time. In case of default of payment, the hotel is entitled to demand the respective statutory default interest, currently 8%, or, in legal transactions in which a consumer is involved, 5% above the base rate. The hotel reserves the right to prove higher damages.

5. The hotel is entitled to request an appropriate advance payment or security deposit from the customer at the time of conclusion of the contract in the form of a credit card guarantee, a deposit, or similar. The amount of the advance payment and the payment dates can be agreed in writing in the contract. Legal regulations remain unaffected for advance payments or security deposits for package tours.

6. In justified cases, such as late payment by the customer, the hotel is entitled to demand an advance payment or security deposit as described in the preceding paragraph, or an increase in the agreed advance payment or security deposit up to the full agreed remuneration until the beginning of the stay.

7. The hotel is also entitled to demand an advance payment or security deposit as described in the preceding paragraph at the beginning and during the stay from the customer for existing and future claims arising from the contract, to the extent that such has not already been made in accordance with the above points 5 and/or 6.

8. The customer can only set off or reduce a claim of the hotel with an undisputed or legally established claim or exercise a right of retention.

#### IV. CUSTOMER CANCELLATION (CANCELLATION, NO SHOW) / NON-UTILIZATION OF HOTEL SERVICES (NO SHOW)

1. Cancellation by the customer of the contract concluded with the hotel requires the written consent of the hotel. If this is not given, the agreed price from the contract is also payable if the customer does not use contractual services. This does not apply in case of the hotel's breach of the obligation

to consider the rights, legal goods, and interests of the customer, if this makes it unreasonable for the customer to adhere to the contract, or if another statutory or contractual right of withdrawal exists.

2. If a deadline for free cancellation of the contract has been agreed in writing between the hotel and the customer, the customer can withdraw from the contract until that date without triggering payment or damages claims from the hotel. The customer's right of withdrawal expires if he does not exercise his right to withdraw in writing to the hotel by the agreed date, unless there is a case of customer withdrawal according to Section IV No. 1 sentence 3.

3. In the case of rooms not used by the customer, the hotel must credit the income from other rental of these rooms and the saved expenses. If the rooms are not rented elsewhere, the hotel can demand the contractually agreed remuneration and flat-rate the deduction for saved expenses of the hotel. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for overnight stays with or without breakfast, 70% for half-board, and 60% for full-board arrangements. The customer is free to prove that the aforementioned claim did not arise or did not arise in the requested amount.

## V. HOTEL CANCELLATION

1. If it has been agreed in writing that the customer can withdraw from the contract free of charge within a certain period, the hotel is also entitled to withdraw from the contract during this period if inquiries from other customers regarding the contractually booked rooms exist and the customer does not waive his right to withdraw upon inquiry from the hotel.

2. If an agreed or, according to Section III Nos. 5 and/or 6 above, demanded advance payment or security deposit is not paid even after an appropriate grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to withdraw from the contract for a materially justified reason, for example, if

- Force majeure or other circumstances beyond the control of the hotel make it impossible to fulfill the contract;

- Rooms are booked under misleading or false information on essential facts, e.g. the identity of the customer or the purpose  
of his stay;

- The hotel has reasonable grounds to believe that the use of hotel services may jeopardize the smooth operation of the business, the safety, or the reputation of the hotel in the public eye, without

- this being attributable to the hotel's sphere of control or organization;

- A violation of the above-mentioned Section I No. 2 is present.

4. In the case of a justified withdrawal by the hotel, the customer has no claim to damages.

## VI. ROOM PROVISION, HANDOVER, AND RETURN

1. The customer has no right to the provision of specific rooms.

2. Booked rooms are available to the customer from 3:00 pm on the agreed arrival day. The customer has no claim to earlier availability.

3. On the agreed departure day, the rooms must be vacated and made available to the hotel by 11:00 am at the latest. After that, the hotel can invoice 50% of the full accommodation price (list price)

until 6:00 pm due to the delayed vacation of the room, and 100% after 6:00 pm. The hotel's contractual claims are not established by this. The customer is free to prove that the hotel has not incurred any claim for use fee or that the claim is substantially lower.

## VII. HOTEL LIABILITY

1. The hotel is liable with the care of an ordinary businessman for its obligations arising from the contract. Claims for damages by the customer are excluded. This does not apply to damages resulting from injury to life, body, or health if the hotel is responsible for the breach of duty, other damages that are based on an intentional or grossly negligent breach of duty by the hotel, and damages that are based on an intentional or negligent violation of the hotel's typical contractual duties. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. If disruptions or defects occur in the hotel's services, the hotel will make every effort to remedy them upon knowledge or immediate complaint by the customer. The customer is obliged to contribute to what is reasonable for him to remedy the disruption and to minimize possible damage.

2. The hotel is liable to the customer for items brought in according to the statutory provisions, up to one hundred times the room price, but not more than €3,500, for money, securities, and valuables up to €800. Money, securities, and valuables can be kept in the hotel or room safe up to a maximum value of € (insert the hotel's insurance sum). The hotel recommends using this option.

3. If a parking space is provided to the customer in the hotel garage or on a hotel parking lot, even for a fee, no custody contract is established. The hotel is not liable for loss or damage to motor vehicles

parked or maneuvered on the hotel premises, except in cases of intent or gross negligence. The above No. 1 Sentences 2 to 4 apply accordingly.

4. Wake-up orders are carried out by the hotel with the greatest care. Messages, mail, and parcels for guests are handled with care. The hotel takes care of delivery, storage, and, upon request, against payment, forwarding of the same. The above No. 1 Sentences 2 to 4 apply accordingly.

## VIII. FINAL PROVISIONS

1. Changes or additions to the contract, the acceptance of the offer, or these general terms and conditions for hotel accommodation shall be made in writing. Unilateral changes or additions by the customer are ineffective.

2. The place of performance and payment is the registered office of the hotel.

3. The exclusive place of jurisdiction, also for disputes arising from checks and bills, is the commercial domicile of the hotel. If a contracting party meets the requirements of § 38 paragraph 2 ZPO and has no general place of jurisdiction in the country, the registered office of the hotel is deemed the place of jurisdiction.

4. German law applies. The application of the UN Sales Convention and conflict of laws is excluded.

5. Should individual provisions of these general terms and conditions for hotel accommodation be or become ineffective or void, the validity of the remaining provisions shall not be affected. In all other respects, the statutory provisions apply.

Mandatory information according to Regulation (EU) No. 524/2013 of the European Parliament and Council:

Link to the website of the Online Dispute Resolution platform of the European Commission:

<http://ec.europa.eu/consumers/odr/> - further information is expected to be available there from February 15, 2016. For initial questions regarding dispute resolution, we are available at [bielefelderhof@steigenberger.de](mailto:bielefelderhof@steigenberger.de).