

Terms and conditions Contel Hotel Koblenz

1 SCOPE OF APPLICATION

1.1

These Terms and Conditions apply to contracts for the rental of hotel rooms for lodging purposes as well as all other services and deliveries provided by the hotel to the customer in this context (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms: Accommodation Contract, Guest Accommodation Contract, Hotel Contract, Hotel Room Contract.

1.2

The subletting or reletting 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 § 540 paragraph 1 sentence 2 BGB is waived insofar as the customer is not a consumer.

1.3

General terms and conditions of the customer shall only apply if this has been expressly agreed in advance.

2 CONCLUSION OF CONTRACT, CONTRACTING PARTIES, LIMITATION PERIOD

2.1

Contractual partners are the hotel and the customer. The contract is concluded by the hotel's acceptance of the customer's application. The hotel is free to confirm the room booking in text form. If a third party has ordered for the customer, he is liable to the hotel together with the customer as joint and several debtor.

2.2

All claims against the hotel are generally subject to a limitation period of one year from the start of the statutory limitation period. Claims for damages are subject to a limitation period of five years, unless they are based on injury to life, body, health or freedom. These claims for damages shall become statute-barred after ten years, irrespective of knowledge. The reductions in the statute of limitations do not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

3 SERVICES, PRICES, PAYMENT, SET-OFF

3.1

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

3.2

The customer is obligated to pay the agreed or applicable prices of the hotel for the provision of the room and the other services used by the customer. This also applies to services ordered by the customer directly or via the hotel, which are provided by third parties and paid for by the hotel.

3.3

The agreed prices include the taxes and local charges applicable at the time of the conclusion of the contract. Not included are local taxes, which are owed by the guest according to the respective local law, such as visitor's tax. In the event of a change in the statutory value added tax or the introduction, amendment or abolition of local levies on the subject of performance after conclusion of the contract,

the prices shall be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between the conclusion and fulfillment of the contract exceeds four months.

3.4

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

3.5

Invoices of the hotel without a due date are payable without deduction within ten days of receipt of the invoice. The hotel may demand immediate payment of due receivables from the customer at any time. In the event of default in payment, the hotel shall be entitled to charge the applicable statutory default interest in the amount of currently 8% or, in the case of legal transactions involving a consumer, in the amount of 5% above the base interest rate. The hotel reserves the right to prove higher damages.

3.6

The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in text form in the contract. In the case of advance payments or security deposits for package tours, the statutory provisions remain unaffected.

3.7

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

3.8

Furthermore, the hotel is entitled to demand from the customer a reasonable advance payment or security deposit within the meaning of clause 3.6 above for existing and future claims arising from the contract at the beginning and during the stay, insofar as such a payment has not already been made in accordance with clause 3.6 and/or clause 3.7 above.

3.9

The customer may only offset or set off an undisputed or legally binding claim against a claim of the hotel.

3.10 PRICE ADJUSTMENT CLAUSE:

Should the prices for energy, personnel, food, rent, logistics, hotel equipment, agency commissions, other operating costs and/or incidental costs of monetary transactions have increased by more than 2% by the start of the event or arrival, the hotel shall be entitled to adjust the prices quoted in the offer accordingly. If, in the case of price increases in the aforementioned categories, the adjusted prices are more than 10% higher than the price originally offered, the customer will be informed of the new price no later than eight weeks before the start of the event or arrival. Then he has the right to withdraw from the contract. In case of withdrawal, the free cancellation must be made in writing no later than 28 days before the start of the event.

4 CUSTOMER'S RETURN (CANCELLATION) / NON-UTILIZATION OF THE HOTEL'S SERVICES (NO SHOW)

4.1

Withdrawal by the customer from the contract concluded with the hotel is only possible if a right of withdrawal has been expressly agreed in the contract, if another statutory right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible consent to a cancellation of the contract must be made in text form in each case. If this is not done, the agreed price from the contract must be paid even if the customer does not use contractual services.

4.2

If the hotel and the customer have agreed on a date for withdrawal from the contract free of charge, the customer may withdraw from the contract until then without triggering payment or damage claims by the hotel. The customer's right to withdraw from the contract expires if he does not exercise his right to withdraw from the contract in writing to the hotel by the agreed date.

4.3

If a right of withdrawal has not been agreed or has already expired, if there is also no statutory right of withdrawal or termination and if the hotel does not agree to a cancellation of the contract, the hotel shall retain the claim to the agreed remuneration despite the non-utilization of the service. The hotel shall credit the income from renting the rooms to other parties as well as the saved expenses. If the rooms are not rented to other parties, the hotel may make a lump-sum deduction for saved expenses. In this case, the customer is obligated to pay 90% of the contractually agreed price for overnight stays with or without breakfast as well as for package arrangements with third-party services, 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 amount demanded.

5 WITHDRAWAL OF THE HOTEL

5.1

If it was agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period if there are requests from other customers for the contractually booked rooms and the customer does not waive his right to withdraw upon inquiry by the hotel with a reasonable deadline.

5.2

If an advance payment or security deposit agreed or demanded pursuant to Section 3.6 and/or Section 3.7 is not made even after expiration of a reasonable grace period set by the hotel, the hotel shall also be entitled to withdraw from the contract.

5.3

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

- rooms or rooms are culpably booked with misleading or false information or concealment of material facts; material facts may include the identity of the customer, the ability to pay or the purpose of the stay
- the hotel has reasonable grounds to believe that the use of the service may jeopardize the smooth operation of the business, the security or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization - the purpose or reason for the stay is unlawful; - there is a violation of the above-mentioned clause 1.2.

5.4

The justified withdrawal of the hotel does not entitle the customer to compensation.

6 ROOM PROVISION, HANDOVER AND RETURN

6.1

The customer does not acquire any right to the provision of certain rooms, unless this has been expressly agreed in text form.

6.2

Booked rooms are available to the customer from 04:00 p.m. on the agreed day of arrival. The customer has no right to earlier provision.

6.3

On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. Thereafter, the hotel may charge 50% of the full accommodation price (list price) due to the late vacating of the room for its use in excess of the contract until 3:00 p.m., and 100% thereafter. Contractual claims of the customer are not justified by this. The customer is free to prove that the hotel has no or a significantly lower claim to a usage fee.

7 LIABILITY OF THE HOTEL

7.1

The hotel is liable for damages resulting from injury to life, body or health for which it is responsible. Furthermore, it shall be liable for other damages based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of duties typical for the contract by the hotel. A breach of duty by the hotel is equivalent to a breach of duty by a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise provided for in this clause 7. In the event of disruptions or deficiencies in the hotel's services, the hotel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to him in order to remedy the disruption and to keep any possible damage to a minimum.

7.2

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

7.3

Insofar as a parking space is made available to the customer in the hotel garage or in the hotel parking lot, even for a fee, this shall not constitute a safekeeping contract. In the event of loss of or damage to motor vehicles parked or maneuvered on the hotel's property and their contents, the hotel shall be liable only in accordance with the above Section 7.1, sentences 1 to 4.

7.4

Wake-up calls are carried out by the hotel with the utmost care. Messages, mail and merchandise shipments for the guests are handled with care. The hotel shall undertake the delivery, safekeeping and - upon request - forwarding of the same against payment. The hotel shall only be liable in this respect in accordance with the above Section 7.1, sentences 1 to 4.

8 FINAL PROVISIONS

8.1

Amendments and supplements to the contract, the acceptance of the application or these General Terms and Conditions shall be made in text form. Unilateral amendments or supplements by the customer are invalid.

8.2

The place of performance and payment as well as the exclusive place of jurisdiction - also for disputes relating to checks and bills of exchange - in commercial transactions shall be Koblenz. If a contractual

partner fulfills the prerequisite of § 38 paragraph 2 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Koblenz.

8.3

German law shall apply. The application of the UN Sales Convention and the conflict of laws is excluded.

8.4

Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.