

General Terms and Conditions of the Hotel Accommodation contract

<p>I. Scope</p> <p>1. These General Terms and Conditions (hereinafter: „T&C“) apply for the Hotel Accommodation Contract (hereinafter: „contract“) as well as all other services and supplies rendered to the Guests by the Hotel.</p> <p>2. Deviating terms, also included in the General Terms and Conditions of the Guest or the Ordering Party, shall not apply unless expressly approved by the Hotel in writing.</p> <p>II. Conclusion of the contract</p> <p>1. Upon the Guest's request for reservation, a hotel accommodation contract is brought about by the Hotel's corresponding confirmation.</p> <p>2. Contract parties are the Hotel and the Guest. If a third party has made the reservation on behalf of the Guest, this party shall be liable the Hotel jointly and severally with the Guest for all obligations resulting from the contract. Independent therefrom, any Ordering Party is obliged to pass on all relevant information to the Guest, in particular these T&C</p> <p>III. Services, Prices, Payment</p> <p>1. The Hotel is obliged to have the booked rooms available according to these T&C and to fulfill the services agreed.</p> <p>2. The Guest is obliged to pay the prices applying to or agreed on for the provision of accommodation and additional services he / she has made use of.</p> <p>3. The prices agreed include the applicable statutory Value Added Tax (VAT).</p> <p>4. Invoices issued by the Hotel shall become payable immediately after receiving without deduction. In the case of default of payment, the Hotel is entitled to charge consumers interests in the amount of 5% above the base rate. For business transactions, the default interest rate is 8% above the base rate. For each reminder sent after default occurs, the hotel will charge a reminder fee of €5.00.</p> <p>5. The Hotel is entitled to request, on the conclusion of the contract or later, a reasonable advance payment or security. The amount of the advance payment and its due date may be agreed in the contract in writing. Moreover, the Hotel is entitled to issue an interim invoice about claims occurring during the Guest's stay and requesting immediate payment. The Guest shall be entitled to a set-off or a reduction as against a claim of the Hotel with only undisputed or not appealable claims.</p> <p>IV. Revocation by the Guest, Cancellation</p> <p>The Hotel grants to the Guest the right to revoke the Contract at any time. In this respect, the following provisions shall apply:</p> <p>1. If a Guest revokes the booking, the Hotel is entitled to reasonable compensation.</p> <p>It is at the Hotel's decision to claim from the Guest a lump-sum for compensation of his revocation instead of an individually calculated compensation. The lump sum to be paid in cases of revocation is 80% of the contractually agreed price for the complete period of accommodation. In case of extreme demand for hotel accommodations, in particular during business fairs in Frankfurt, the lump sum to be paid in cases of revocation may be raised up to 100% by individual contract.</p> <p>2. The above provisions on the compensation shall apply analogously if the Guest does not make use of the booked room or the booked services and fails to notify this fact to the hotel in due time. The due time for the above mentioned Guest's revocation can also be agreed divergently by individual contract.</p> <p>3. If the Hotel has granted to the Guest an option to withdraw from the contract within a certain period without any further legal consequences, the Hotel shall not be entitled to compensation. The Guest has to declare the revocation in writing. Relevant is only the time of reception of a revocation by the hotel.</p> <p>V. Revocation by the Hotel</p> <p>1. In case an advance payment or security is not performed within a period prescribed for this purpose, the hotel is also entitled to revoke the contract.</p> <p>2. Moreover, the Hotel shall be entitled to extraordinary revocation of the Contract for good cause.</p> <p>3. The Hotel is obliged to inform the Guest of the exercising of the revocation right in writing without delay.</p> <p>4. In the above cases of revocation the Guest is not entitled to compensation for damage.</p>	<p>VI. Arrival and Departure</p> <p>1. The Guest is not entitled to the provision of certain specific rooms unless the Hotel has confirmed the provision of certain rooms in writing. Booked rooms shall be at the Guest's disposal from 12.00 (noon) on the agreed date of arrival. The Guest shall not be entitled to an earlier provision.</p> <p>2. Booked rooms shall be taken by the Guest on the agreed date of arrival by 4.00 p.m. latest. Unless a later time of arrival has expressly been agreed, the hotel shall have the right to place, after 4.00 p.m., the booked rooms with other guests, without the contractual party being able to claim any compensation for this. In so far, the Hotel is entitled to revocation.</p> <p>3. On the day of departure the rooms shall be abandoned at 11:00 a.m. latest. Otherwise the hotel is entitled to claim for the complete remuneration for an overnight accommodation for the very room.</p> <p>VII. Liability of the Hotel, Limitation</p> <p>1. If the Guest fails to notify a defect to the hotel he / she loses any right to reduce the contractually agreed payment.</p> <p>2. The hotel shall be liable for any other damage caused by slight negligence only if such damage results from the violation of a material contractual obligation in a way that compromises the purpose of the contract. In these cases liability will be limited to the damage typically foreseeable for such type of contract.</p> <p>3. For any other damage the Hotel's liability - in each individual case of damage and in all cases of damage resulting from or in connection with the contractual performance - will moreover be limited to a maximum amount of € 500.000,- in case of damage to property to a maximum and in an amount of € 100.000,- in the case of pecuniary loss.</p> <p>4. The above mentioned limitations of liability shall apply for any claims for damages of any legal basis including claims arising from tort. These limitations of liability shall also apply in cases of any claims for damages of a Guest against employees or any kind of agents of the hotel.</p> <p>5. For objects brought in, the Hotel is liable according to the German law. For valuables (cash, jewellery etc.), liability is limited to the amount of € 800.-. Cash and jewellery stored in the Hotel's safe shall be insured up to a maximum value of € 5.000,-.</p> <p>6. The Guest loses liability claims if he / she does not immediately notify the hotel of the loss, destruction or damage upon coming to know thereof.</p> <p>7. The Guest's claims for damage against the hotel are limited upon a period of two years latest after the Guest comes to know about the damage. If the Guest does not get knowledge of the damage the above mentioned period of limitation is three years from the damaging incident. This shall not apply in cases of liability for damages of life, injuries and health or damages caused by violation of contractual duties by the hotel or its managers, employees or agents with intent or gross negligence.</p> <p>VIII. Final Provisions</p> <p>1. Changes or amendments to the Contract, in the acceptance of the offer or to these T&C must be made in writing. Unilateral changes or modifications on the part of the customer shall be invalid.</p> <p>2. Place of performance and payment shall be the registered office of the Hotel.</p> <p>3. Exclusive place of jurisdiction in the business transactions – also in the case of disputed cheques and bills of exchange – shall be the registered office of the Hotel, or upon the Hotel's request, Frankfurt am Main. To the extent a contractual partner does not have a general place of jurisdiction within the territory of the Federal Republic of Germany, the place of jurisdiction shall be the registered office of the Hotel. However, the Hotel is also entitled to institute complaints and other legal proceedings also at the general place of jurisdiction of the Guest.</p> <p>4. The laws of the Federal Republic of Germany shall apply.</p> <p>5. Should individual provisions of these T&C be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Moreover the German law shall apply.</p> <p>Status: August 2004</p>
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