

GENERAL BUSINESS CONDITIONS FOR THE HOTEL RESERVATION AGREEMENT

I. JURISDICTION

1. These terms and conditions apply to contracts for the rental of hotel rooms / conference rooms for accommodation as well as all further services and deliveries of the hotel (hotel accommodation contract) provided for the customer in this context. The term "reservation contract (reservation confirmation)" covers and replaces the following terms: accommodation, hospitality, hotel, conference room, hotel room contract.
2. The subcontracting or subletting of the ceded rooms / conference rooms, as well as their use for purposes other than accommodation, require the prior consent of the hotel in written form, whereby § 540 clause 1 sentence 2 BGB is excluded as far as the customer is not a consumer.
3. General terms and conditions of business of the customer shall only apply if this has been expressly agreed upon in writing.

II. TERMINATION OF CONTRACT, -PARTNER, LIMITATION PERIOD

1. The reservation contract is concluded by acceptance of the customer's request by the hotel. The hotel is free to confirm the booking of rooms in written form.
2. Contractual partners are the hotel and the customer. If a third party has ordered for the customer, he or she is liable to the hotel as a joint and several debtors along with the customer for all obligations arising from the reservation contract, as long as the hotel has received a corresponding declaration from the third party.
3. All claims against the hotel shall be subject to a limitation period of one year from the statutory commencement of the statutory period. Claims for damages shall become time-barred regardless of awareness after a period of five years insofar as they are not due to a violation of life, body, health or freedom. These claims for damages shall become time-barred regardless of awareness within ten years. The reduction of the statutes of limitation shall not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

III. SERVICES, PRICES, PAYMENT, DEPOSIT

1. The hotel is liable to reserve the rooms / conference rooms booked by the customer and to provide the agreed services.
2. The customer is obligated to pay the agreed or valid prices of the hotel for the granted rooms and conference rooms and the additional services used by him. This also applies to the services and expenses of the hotel to third parties caused by the customer. The agreed prices include the respective statutory value-added tax.
3. The hotel may make its consent depend on a reduction in the number of rooms / conference rooms, the hotel's performance or the length of stay of the customer as requested by the customer, by advancing the price for the rooms / conference rooms and / or the other hotel services.
4. Invoices of the hotel without due date are payable within 10 days of receipt of the invoice without deduction. The hotel can demand the immediate payment of due receivables from the customer at any time. In the event of a delay in payment, the hotel is entitled to charge the currently applicable statutory default interest of 8% or, in the case of legal transactions in which a consumer is involved, in the amount of 5% above the base rate. The hotel reserves the right to prove higher damages.

5. The hotel is entitled to demand a reasonable advance payment or guarantee in the form of a credit card guarantee, a down payment or something similar at the conclusion of the contract by the customer. The amount of the advance payment and the payment dates can be agreed on in the contract in written form. The statutory provisions shall remain unaffected for package tours in the case of advanced payments or security payments.

6. In particular, the hotel is entitled to demand a reasonable deposit in the form of a down payment or similar at the conclusion of the contract of the so-called long-term lease, which means customers with more than one month's stay. The amount of the advance payment / deposit sum is stated in the offer.

7. In justified cases, e.g. outstanding payments of the customer or extinction of the contract's scope, the hotel is entitled to demand an advance payment or a security deposit as defined in No. 5 above or after the contract has been concluded, or an increase in the advance payment or security payment agreed in the contract up to the full agreed remuneration.

8. The hotel is also entitled, at the beginning and during the stay, to demand a reasonable advance payment or guarantee as defined in the preceding paragraph 5 for existing and future claims from the contract, insofar as such has not already been provided in accordance with the above paragraphs 5, 6 and/or 7.

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

IV. USE OF OUR INTERNET ACCESS

The hotel provides the customer with an Internet access for a fee. The customer commits himself to a proper use taking into account the following guidelines:

1. BE CAREFUL WITH UNKNOWN FILES OR EMAIL ATTACHMENTS

Do not open files of unknown origin or files that you have not requested.

2. DO NOT VISIT ANY WEBSITES WITH CRIMINAL RELEVANT CONTENTS

This applies in particular to sites with seditious or child pornography, pages that lead to criminal offenses or glorify or trivialize violence, or pages that could morally endanger children or adolescents.

3. DO NOT PARTICIPATE IN ANY DUBIOUS OR ILLEGAL EXCHANGES

When downloading or uploading files, in particular music, movies or pictures, always respect that they can be copyrighted. The infringement of such copyrights may, among other things, trigger substantial claims for damages against you.

4. AVAILABILITY, SUITABILITY OR RELIABILITY OF THE INTERNET ACCESS

We do not guarantee the actual availability, suitability or reliability of the Internet access for any purpose.

5. LIMITATION OF LIABILITY

We do not take any responsibility for any damage to your PC resulting from internet usage. Exceptions are damages to which we have deliberately or grossly negligently contributed. In particular, no liability is accepted for the content of accessed websites or downloaded files. Furthermore, no liability is assumed for any virus attack by using the Internet access.

6. RELEASE FROM LIABILITY

We are to be released from all claims of third parties if our Internet access is used illegally, especially if you have neglected the above guidelines.

7. DATA PROTECTION

As far as we collect your data as part of the Internet usage via our Internet access, these are of course handled according to the applicable data protection regulations.

8. IN CASE OF THE VIOLATION AGAINST THE TERMS OF USE

If you are in breach of these terms of use, or if we suspect you to do so, we will be obliged to restrict or block your Internet access. Should you lose data on this occasion, we assume no liability for this.

9. FURTHER INFORMATION

Use of our Internet access is limited to the duration of your stay at the hotel. Use is made by entering a password. This may not be passed on to a third party.

If you have any questions or problems with accessing the Internet, please contact our reception (tel. 0201-72 94 70). You will there also find additional information on proper Internet use.

V. PROVISION OF ROOMS, CONFERENCE ROOMS, TRANSFER AND RETURN

1. The customer shall not be entitled to the provision of certain rooms, conference rooms, unless expressly agreed in writing.
2. Booked rooms are available to the customer from 14:00 on the agreed arrival day. The customer is not entitled to any earlier provision. The conference rooms are booked in written form.
3. On the agreed day of departure, the rooms are to be vacated no later than 11:00 am. Thereafter, the hotel may charge 50% of the full price (list price) up to 18:00 hours due to the late vacation of the room for its contractual use, from 18:00 hours onwards 100%. Contractual claims of the customer are thereby not justified. It is free to prove that the hotel has not received any or a significantly lower claim for usage compensation.

VI. PETS

1. Pets are allowed only in the house "Am Ruhrbogen" and require the consent of the hotel. The guest is obligated to express the wish to bring along pets in advance. If the hotel agrees to bring along pets, this will be subject to the fact that the pets are under the permanent supervision of the guest, are free of any diseases and do not represent a danger for the hotel staff or the other hotel guests.
2. For each pet and its accommodation, a fee may be charged, the amount will be provided to the guest upon request, at the latest upon conclusion of the accommodation contract. In the case of unannounced animal visits, a supplementary special cleaning fee of € 150 may apply.

VII. CANCELLATION OF THE CUSTOMER (CANCELLATION, REVERSAL) / NON-UTILISATION OF HOTEL SERVICES (NO SHOW)

1. A withdrawal of the customer from the contract concluded with the hotel requires the consent of the hotel in written form. If this is not done, the agreed price from the contract shall be payable even if the customer does not make use of contractual services.
2. Provided that an appointment for a free cancellation of the contract in written form has been agreed between the hotel and the customer, the customer can withdraw from the contract by then without triggering payment or compensation claims by the hotel. The right of withdrawal of the customer expires if he does not exercise his right to rescind the hotel in written form until the agreed date.
3. In the case of rooms / conference rooms not used by the customer, the hotel shall charge the income from other rental of these rooms / conference rooms as well as the saved expenses. If the rooms / conference rooms are not rented otherwise, the hotel can demand the contractually agreed remuneration and compound the deduction for expenses saved by the hotel. The customer is obliged in this case to pay at least 90% of the contractually agreed price for overnight stays with

or without breakfast. The customer is free to prove that the above claim has not occurred or has not occurred to the required amount.

VIII. WITHDRAWAL OF THE HOTEL

1. If contractually agreed that the customer can withdraw from the contract free of charge within a certain period, the hotel is entitled in this period to withdraw from the contract if other customers are inquiring about the contractually booked rooms / conference rooms and the customer on inquiry of the hotel does not waive his right to rescind the contract.

2. If an agreed advance payment or security deposit required under clause III numbers 5 and/or 6 see above is not provided even after the expiry of a reasonable period of grace set by the hotel, the hotel is also entitled to withdraw from the contract.

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

- Force majeure or other circumstances beyond the control of the hotel making the fulfillment of the contract impossible;
- having booked rooms or spaces culpably under misleading or false indication of essential facts, e.g. to the person of the customer or for the purpose of his/her stay;
- the hotel has reasonable grounds to believe that the use of the hotel's services could jeopardize the smooth operation, security or prestige of the hotel in the public without being attributable to the hotel's sphere of control or organization;
- the purpose or the reason of the stay is illegal;
- a violation of the above-mentioned Clause 1 no. 2 is present.

4. In case of justified withdrawal of the hotel, the customer is not entitled to claims for damages.

IX. TERMINATION WITHOUT NOTICE AND BAN ON ENTERING THE HOUSE

1. Any contracting party may terminate the contract for good cause without notice.

2. The hotel is in particular entitled to terminate the accommodation agreement without notice for important reasons if the guest is under the influence of drugs during his stay in the hotel, uses the hotel room for prostitution, insults hotel staff or other hotel guests, disturbs the rest of the hotel guests, in the past has already made mock reservations and/or has deliberately damaged or destroyed the hotel inventory or the room equipment.

3. Such conduct shall entitle the hotel to pronounce and enforce an immediate ban on entering the house.

X. LIABILITY OF THE HOTEL

1. The hotel is liable for its obligations under the contract. Customer claims for compensation are excluded. Except for damage caused by injury to life, body or health, if the hotel is responsible for the breach of duty, other damages resulting from an intentional or grossly negligent breach of duty on the part of the hotel and damages resulting from an intentional or negligent violation of the contractually-typical obligations of the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Should faults or deficiencies in the services of the hotel occur, the hotel will endeavor to remedy the situation if the customer is aware of it or if the customer's complaint is prompt. The customer is obligated to contribute to the reasonable, in order to remedy the disturbance and keep a possible damage low.

2. The hotel shall be liable to the client for any items brought in according to the statutory provisions. Therefore, the liability is limited to one hundred times the room rate, but not more than € 3,500, - and not more than € 800, - for money, securities and valuables.

3. Insofar as the customer is provided with a parking space in the hotel garage or in a hotel parking lot, including for a fee, no safekeeping contract is concluded. The hotel is not liable in case of loss or damage to the vehicles parked or shunted on the hotel premises and their contents, except in cases of willful intent or gross negligence. The exclusion of the customer's claims for damages shall be governed by the provisions of above Clause 1, sentences 2 to 4.

4. Wake-up calls are carried out by the hotel with the utmost care. Messages, mail and guest deliveries are treated with care. The hotel accepts the delivery, storage and - upon request - the forwarding of the same. The exclusion of claims for damages by the customer shall be governed by the provisions of above Clause 1, sentences 2 to 4.

XI. LIABILITY OF THE CUSTOMER

1. The customer is liable for all damages to the building or the inventory of the hotel which are caused by him, by the event participant or visitor, employees and other third parties.

2. In the case of a fire hazard (triggering the fire alarm/smoke detector), the hotel is entitled to inform the fire department. The cost of such an operation is borne by the causer, that is, only the customer is obliged to pay.

3. In case of above-average soiling, especially by smoking, a subsequent special cleaning fee of a minimum of 50 € may accrue.

XII. FINAL PROVISIONS

1. Amendments and additions to the contract, the acceptance of the application or these General Terms and Conditions shall be made in written form. Unilateral changes or additions by the customer are ineffective.

2. Place of performance and payment is the location of the hotel.

3. Exclusive jurisdiction - including disputes about checks and bills of exchange - is the registered office of the hotel for commercial transactions. If a contractual partner fulfills the prerequisite of § 38 para. 2 ZPO and does not have a general jurisdiction in the country, the court of jurisdiction is the hotel's registered office.

4. German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods and Collision Law is excluded.

5. 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 addition, the statutory provisions apply.

Last update: May 2017

