

# Terms and Conditions of City-Elite-Hotelbetriebe GmbH

## 1 scope

- 1.1. These terms and conditions apply to contracts for the lease of hotel rooms for accommodation as well as all other services and deliveries provided to the customer in this context (hotel admission agreement). The term "hotel admission contract" covers and replaces the following terms: Accommodation, guest reception, hotel, hotel room contract.
- 1.2. The subletting or re-leasing of the rooms left over and their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby § 540 (1), second sentence, BGB, will decommate, provided that the customer is not a consumer.
- 1.3. The customer's terms and conditions only apply if this has been expressly agreed upon beforehand.

## 2 Conclusion of contract, partner, statute of limitations

- 2.1 The contractor is the hotel and the customer. The contract is concluded by accepting the customer's application by the hotel. The hotel is free to confirm the room booking in text form.
- 2.2 All claims against the hotel shall, in principle, expire in one year from the start of the statutory statute of limitations. This does not apply to claims for damages or other claims, provided that the latter are based on an intentional or grossly negligent breach of duty on the part of the hotel.

## 3 Benefits, prices, payment, offsetting

- 3.1 The hotel is obliged to provide the rooms booked by the customer and to provide the agreed services.
- 3.2 The customer is obliged to pay the agreed or applicable prices of the hotel for the room delivery and the other services he has claimed. This also applies directly to services commissioned by the customer or through the hotel, which are provided by third parties and distributed by the hotel.
- 3.3 The agreed prices are inclusive of taxes and local levies applicable at the time of conclusion of the contract. It does not include local levies owed by the guest himself under local law, such as tourist tax.  
If the statutory sales tax changes or the introduction of a new one, the change in the abolition of local levies on the subject 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 fulfilment of the contract exceeds four months. If the period between the conclusion of the contract and the fulfilment of the contract exceeds four months and the price generally charged by the hotel for the item on the service is increased, the contractually agreed price may be reasonable, but at most increased by 5 percent.
- 3.4 The hotel may make its approval of a subsequent reduction in the number of rooms booked by the customer, the performance of the hotel or the length of stay of the customer conditional on the price of the rooms and/or the other Hotel services increased.

- 3.5 Hotel invoices without a due date are payable without deduction within ten days of receipt of the invoices. The hotel may request immediate payment of due receivables from the customer at any time. In the event of a delay in payment on the part of the customer, the legal regulations apply. The hotel reserves the right to prove that the damage is higher.
- 3.6 The hotel is entitled to request a reasonable advance payment or security from the customer at the time of 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 event of advance payments or security services for package holidays, the legal provisions remain unaffected. In the event of a delay in payment on the part of the customer, the legal regulations apply.
- 3.7 In justified cases, such as the customer's arrears or an extension of the contract, the hotel is entitled to make an advance payment or security performance within the meaning of paragraph 3.6 or To demand an increase in the advance payment or security performance agreed in the contract up to the full agreed remuneration.
- 3.8 The hotel is also entitled to require the customer to make a reasonable upfront payment or security at the beginning and during the stay within the meaning of paragraph 3.6 above for existing and future claims under the contract, provided that such a claim does not already exist. According to paragraph 3.6 and/or paragraph 3.7 above.
- 3.9 The customer can only offset or offset an undisputed or legally valid claim against a claim of the hotel. The customer is entitled to retention rights only to the extent that his claim is legally established or undisputed.

#### **4 resignation of the customer (deposition, cancellation)/non-acceptance of the services of the hotel (no show)**

- 4.1 A withdrawal of the customer from the contract concluded with the hotel is only possible if a right of withdrawal has been expressly agreed upon in the contract, if there is a other legal right of withdrawal or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible approval of a cancellation of the contract are to be made in text form.
- 4.2 If a date of free withdrawal from the contract has been agreed between the hotel and the customer, the customer may withdraw from the contract until then without triggering payment or compensation claims from the hotel. The customer's right to withdraw expires if he does not exercise his right to resign from the hotel by the agreed date.
- 4.3 If a right of withdrawal is not agreed or already expired, there is no legal right of withdrawal or termination and the hotel does not agree to a cancellation of the contract, the hotel retains the right to the agreed remuneration despite non-acceptance Services. The hotel has to take into account the income from renting out the rooms elsewhere as well as the saved expenses. If the rooms are not rented elsewhere, the hotel may lump sum the deduction for saved expenses. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for accommodation 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 at the required level.

## **5 resignation 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 in turn entitled to withdraw from the contract if requests by other customers for the contractually booked rooms And the customer waives his right to withdraw at the request of the hotel with an appropriate setting of the deadline.
- 5.2 If an advance payment or security performance agreed or requested in accordance with Clause 3.6 and/or Clause 3.7 is not made even after a reasonable grace period set by the hotel has been passed, the hotel is also entitled to withdraw from the contract.
- 5.3 In addition, the hotel is entitled to withdraw from the contract extraordinary for factually justified reasons, in particular if
- Force majeure or other circumstances beyond the hotel's control make the fulfillment of the contract impossible;
  - Rooms and rooms can be booked culpably with misleading or false indication or concealment of material facts; The identity of the customer, the ability to pay or the purpose of residence can be essential;
  - The hotel has reasonable grounds to believe that the use of the performance of the smooth business, the security or reputation of the hotel in the public sphere, may endanger the security or reputation of the hotel without this being the area of domination or organization of the hotel. To be attributable;
  - The purpose or occasion of the stay is illegal;
  - A breach of paragraph 1.2 above.
- 5.4 The justified resignation of the hotel does not constitute a claim of damages on the part of the customer.

## **6 room provision, handover and return**

- 6.1 The customer does not acquire the right to the provision of certain rooms unless expressly agreed upon.
- 6.2 Booked rooms are available to the customer from 13:00 from the agreed day of arrival. The customer is not entitled to previous orders.
- 6.3 On the agreed day of departure, the rooms must be made available to the hotel vacated by 12:00 at the latest. After that, due to the delayed eviction of the room for its interverteable use, the hotel can charge 50% of the full logistics price (list price) by 1800, from 18:00 am 90%. This does not substantiating the customer's contractual claims. He is free to prove that the hotel has not been entitled to any or a much lower entitlement to usage fees.

## **7 Liability of the Hotel**

- 7.1 The hotel is liable for damages to which it is responsible for the injury of life, body or health. It is also liable for other damages caused by an intentional or grossly negligent breach of duty on the part of the hotel or on an intentional or negligent violation of the obligations of the hotel typical of the contract. 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 if not otherwise regulated in this paragraph 7. Should there be any disturbances or defects in the hotel's services,

the hotel will make every effort to remedy the situation if the customer is aware or reprimand immediately. The customer is obliged to contribute the reasonable amount to him in order to repair the disturbance and to minimize potential damage.

- 7.2 For items submitted, the hotel is liable to the customer in accordance with the statutory provisions. The hotel recommends using the hotel or room juice. If the guest wishes to bring in money, securities and treasures 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 To the extent that a parking space is made available to the customer in the hotel garage or in the hotel parking lot, also for a fee, no custody contract is concluded as a result. In the event of a deal or damage, the hotel will only be liable in accordance with the above paragraph 7.1, sentences 1 to 4.
- 7.4 Wake-up orders are carried out by the hotel with the utmost care.
- 7.5 News, mail and merchandise for guests are handled with care. The hotel takes over the delivery, storage and – the delivery of them on request for a fee. The hotel is only liable in accordance with the above paragraph 7.1, sentences 1 to 4.

## **8 final provisions**

- 8.1 Changes and additions to the contract, acceptance of the application or to these terms and conditions are to be made in text form. Unilateral changes or additions by the customer are ineffective.
- 8.2 Place of fulfillment and payment as well as exclusive place of jurisdiction – also for cheque and exchange disputes – is in commercial transport Heidelberg. If a contracting party meets the requirements of § 38 (2) ZPO and does not have a general place of jurisdiction domestically, Heidelberg shall be considered a place of jurisdiction.
- 8.3 German law applies. The application of UN Sales Law and the right to collision is excluded.
- 8.4 Should individual provisions of these Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. By the way, the legal provisions.