1 AREA OF APPLICATION

1.1 These General Business Terms and Conditions apply to contracts on the provision for rental use of hotel rooms for lodging and to all other services and supplies provided to the customer by the hotel in this connection (Hotel Accommodation Contract). The term "Hotel Accommodation Contract" encompasses and replaces the following terms: lodging, guest accommodation, hotel and hotel room contract.

1.2 The sub-letting and re-letting of the rooms provided for use and the use thereof for any purposes other than those of lodging is subject to the prior consent of the hotel in all cases, whereas subsection 1.450 (1) sentence 3 Commercial Code (HGB) shall be con-

1.3 General business terms and conditions of the customer shall only be applicable if this is explicitly agreed in text form in advance.

2 CONCLUDING THE CONTRACT, CONTRACT PARTIES, STATUTE OF LIMITATIONS

2.1 The hotel and the customer are the parties to the contract. The contract is concluded by the act of payment. The application for accommodation by the customer. The hotel can confirm the room reservation in text form at its discretion.

2.2 All claims against the hotel shall become statute-bound in principle one year after commencement of the statutory limitation period. Thereafter, even if the hotel has previously not applied, claims for the payment of damages or other claims if the latter are based on an intentional or grossly negligent breach of duty of the hotel.

3 SERVICES, PRICES, PAYMENT, OFF-SET

3.1 The hotel is obliged to keep the rooms reserved by the customer available and to render the services agreed.

3.2 The customer is obliged to pay the hotel's prices that are agreed for or applicable to the provision of the room for use and to other services used by the customer. This also applies to services directly ordered by the customer, for example by telephone, or through the hotel which are performed by third parties and paid for in advance by the hotel.

3.3 The prices agreed are inclusive of the taxes and local taxes applicable at the time when the contract is concluded. They do not include local taxes such as local visitor's tax [Gastgeld] which is charged by the local tax authority. The prices shall be adjusted accordingly in the event of changes to the statutory value added tax or of the introduction, change or elimination of local taxes on the subject matter of the contract. The contract has been concluded in the hotel, to the extent not agreed with the customer, this only applies if the period of time elapsing between the date of conclusion of the contract and the date of performance of the contract is longer than three months.

3.4 The hotel may make its consent to a request made retrospectively by the customer to reduce the number of rooms reserved, the services provided by the hotel or the duration of the customer's stay dependent upon reasonably increasing the price of the rooms and/or of the other services of the hotel.

3.5 The hotel invoices are due and payable immediately upon receipt without any deductions being made. If payment by invoice [Zahlung auf Rechnung] is agreed, payment shall be made within ten days of receipt of the invoice without any deductions being made unless otherwise agreed.

3.6 When the contract is entered into, the hotel has the right to request a reasonable advance payment or security from the customer, for example in the form of a credit card guarantee. The amount of the advance payment or the payment dates can be agreed in the contract in text form. In the event of advance payments or security for package travel, the provisions of statute shall remain unaffected. The provisions of statute shall apply in the event of late payment by the customer.

3.7 In justified cases, for example if the customer is in arrears in payment or if the scope of the contract is extended, the hotel has the right to demand, even after the contract has been concluded, the time when the contract is concluded. The amount of the advance payment or the payment dates can be agreed in the contract in text form.

3.8 Further, the hotel has the right to request, at the beginning and during the course of the customer's stay, a reasonable advance payment or security within the meaning of subsection 3.6 above for existing and future claims under the contract, insofar as no prior payment or security has already been made or provided pursuant to subsection 3.6 and/or 3.7 above.

3.9 The customer may only offset or not out an undisputed claim or a claim established by final and absolute court decision against a claim of the hotel.

3.10 The customer is in agreement with the invoice being sent to the customer by electronic transmission.

4 REVOCATION BY THE CUSTOMER (COUNTERMAND, CANCELLATION)/ NO SHOW

4.1 It is only possible for the customer to revoke the contract concluded with the hotel if a revocation right has been explicitly agreed in the contract, if there is a statutory revocation right or if the hotel explicitly consents to the cancelation of the contract.

4.2 If the hotel and the customer have agreed upon a deadline for revocation of the con-

4.3 If no revocation right has been agreed or if it has already expired, and if there is no statutory right of revocation or termination and if the hotel does not agree to the can-

4.4 If it has been agreed that the customer may revoke the contract free of charge within a certain period, then the hotel has, for its part, the right to revoke the contract within this period if inquiries are made by other customers relating to the contractually re-

4.5 REVOCATION BY THE HOTEL

5.1 If it has been agreed that the customer may revoke the contract free of charge within a certain period, then the hotel has, for its part, the right to revoke the contract within this period if inquiries are made by other customers relating to the contractually re-

5.2 The hotel also has the right to revoke the contract if an advance payment or security agreed or required in accordance with subsection 3.6 has not been paid after an agreed period of grace set by the hotel has expired.

5.3 Further, the hotel has the right, for an objectively legitimate reason, to revoke the contract for extraordinary grounds, in particular in the event of force majeure or circumstances for which the hotel is not responsible, which render performance of the contract impossible;

5.4 Revocation by the hotel that is justified does not give the customer the right to claim damages.

6 MAKING THE ROOM AVAILABLE, HANDOVER AND RETURN

6.1 The customer does not acquire a right to the provision of specific rooms unless this has been explicitly agreed in text form.

6.2 The reserved rooms shall be available for use by the customer with effect from 15:00 hours on the agreed date of arrival. The contract has been concluded in the hotel, to the extent not agreed with the customer, this only applies if the period of time elapsing between the date of conclusion of the contract and the date of performance of the contract is longer than three months.

6.3 The rooms shall be vacated and available for use by the hotel by 12:00 noon at the latest on the agreed departure date. After this time, as the room was vacated late, the hotel has the right to charge for the room use exceeding that which was contractually agreed at an amount of 50% of the accommodation price up until 18:00 hours and in an amount of 90% after 18:00 hours (price as per price list). This does not give rise to contractual rights of the customer. The customer is at liberty to demonstrate that the hotel did not acquire a claim for compensation for use or acquired a significantly lower claim.

7 LIABILITY OF THE HOTEL

7.1 The hotel is liable for damage which it is accountable for resulting from injury to life, body or health. It is further liable for damage which is based on an intentional or grossly negligent breach of duty of the hotel or an intentional or negligent breach of duties of the hotel typical of the type of contract [vertragstypischen Pflichten]. Duties typical of the type of contract are those duties which enable the proper execution of the contract altogether and which the customer relies on being performed and is able to rely on being performed. A breach of duty of a statutory representative or person engaged in performance of an obligation of the hotel [Erfüllungsgehilfe] is equivalent to a breach of duty of the hotel. More far-reaching claims for damages are excluded unless otherwise provided for in this Section 7. If there should be any dis-

7.2 The hotel is liable to the customer in accordance with the provisions of statute for injuries typical of the type of contract. The hotel recommends the use of the hotel or room only if the customer wishes to bring with him or her money, securities or valuables valued at over Euro 800 or other property items valued at over Euro 3,500, a separate storage agreement must be entered into.

7.3 If the customer is provided with a parking space in the hotel garage or in the hotel parking lot, even if this is for payment, a custody contract is not concluded as a result. If cars parked or driven on the hotel premises or the contents thereof are lost or damaged, the hotel is only liable in accordance with sentences 1 to 4 of subsection 7.1 above.

7.4 Wake-up calls are made with great care by the hotel.

7.5 Messages for customers are treated with care. After prior agreement with the cus-

7.6 Alterations and supplements to the contract, to acceptance of the application and to these General Business Terms and Conditions shall be made in text form. Unilateral changes or supplements are ineffective.

7.7 The place of performance and payment shall be … [please insert the place, either the location of the hotel or the registered office of its operating company] and the courts of … [please insert the place, either the location of the hotel or the registered office of its operating company] shall have exclusive jurisdiction over commercial transac-

7.8 The hotel meets the condition of section 38 (2) German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the courts of … [please insert the place, either the location of the hotel or the registered office of its operating company] shall have jurisdiction and venue.

7.9 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

7.10 In compliance with its statutory obligation the hotel points out that the European Union has set up an online platform for the extrajudicial resolution of consumer disputes (“ODR platform”): http://ec.europa.eu/consumers/odr/

7.11 The hotel does not participate in dispute resolution proceedings held before consumer dispute resolution bodies.

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