

Terms and Conditions – Holiday Inn Düsseldorf City - Toulouser Allee

I. Scope

1. These General Business Conditions apply to contracts for the hired use of hotel rooms for accommodation purposes, and all other services and supplies to the customer by the Hotel.
2. The sub-letting of the hired rooms and their use for purposes other than for accommodation require the prior written consent of the Hotel, whereby § 540 Cl. 1 Sentence 2 BGB (German Civil Process Order) will be waived if the customer is not a consumer.
3. Business Conditions of the customer shall only apply if this has been expressly agreed in writing beforehand.

II. Conclusion of the contract, parties to the contract, liability, limitation of time

1. The contract will be deemed as concluded upon acceptance of the customer's application by the Hotel. The hotel may confirm the room reservation in written form.
2. Parties to the contract are the Hotel and the customer. Should a third person have booked the room for the customer this person will be jointly and severally liable together with the customer for all obligations arising from the contract for the hired use of hotel rooms provided a corresponding declaration is submitted to the Hotel by the third party.
3. All claims against the Hotel are always subject to a limitation period of one year from the date of commencement of the regular limitation period as stipulated in § 199 Cl. 1 BGB (German Civil Process Order) provided the customer has knowledge of such. Claims for compensation expire irrespective of knowledge in five years. Reductions of the limitation period do not apply to claims that arise from an intentional or grossly negligent breach of duty on the part of the Hotel

III. Services, prices, payment, offsetting

1. The Hotel is obliged to hold the rooms booked by the customer and to provide the agreed services.
2. The customer is obliged to pay the currently valid or agreed prices of the Hotel for the hire of the rooms and for the services used by him. This also applies to services ordered by him and for expenses of the Hotel paid to third parties.
3. The agreed prices include the currently valid rate of value added tax. Should the period between conclusion and fulfilment of the contract exceed four months and should the price generally charged by the Hotel for such services increase, then the contractually agreed price can be increased to a reasonable extent, but at the most by 5% per full year.
4. Furthermore the prices can also be altered by the Hotel if at a later stage the customer requests changes in the number of booked rooms, in the services of the Hotel or of the length of stay of the guests and the Hotel agrees to this.
5. Invoices of the Hotel without a due date should be paid within 14 days from the date of receipt of the invoice without any deductions. The Hotel is entitled to pronounce incurred claims as due for payment at any time and to demand immediate payment. In case of default of payment

the Hotel is entitled to charge the currently valid legal rate of default interest, amounting at present to 8%, or in the case of legal transactions, in which a consumer is involved, amounting to 5% above the basic interest rate. The Hotel reserves the right to present evidence of a higher amount of damage.

6. The Hotel is entitled upon conclusion of the contract or later, taking into consideration the legal provision for package holidays, to demand a reasonable advance payment or a security payment. The amount of the advance payment and the due dates can be agreed in writing in the contract.
7. The customer can only offset or reduce a claim by the Hotel against an undisputed or legally binding claim

IV. Withdrawal by the customer (i. e. annulment, cancellation) / Non-use of the services of the Hotel

1. Withdrawal from the contract concluded with the Hotel on the part of the customer without any charge requires the prior written consent of the Hotel. If no prior written consent is given, then in any case the price agreed in the contract must also be paid even if the customer does not make use of the contractually agreed services. This does not apply in the case of violation of obligation on the part of the Hotel to the consideration of rights, objects of legal protection and the interests of the customer if this would mean that adherence to the contract could no longer be expected of him or if he has any other legal or contractual right of withdrawal.
2. Provided a date for the withdrawal from the contract without charge was agreed in writing between the Hotel and the customer, the customer can withdraw from the contract by that date without giving rise to claims for payment or damages on the part of the Hotel. The customer's right of withdrawal expires if he has not notified the Hotel in writing of his withdrawal by the agreed date, provided a case as described in the 3rd sentence of Number 1 above does not apply.
3. When charging for the rooms that the customer has not used, the Hotel should deduct the proceeds if the rooms has been let to other parties and the expenses saved in doing so.
4. The Hotel has the right to demand the fee agreed in the contract and to deduct a flat rate for expenses saved. In this case the customer is obliged to pay 90% of the contractually agreed price for accommodation with or without breakfast, 70% for half-board and 60% for full-board arrangements. The customer reserves the right to provide evidence that the amount of damage claimed has not been incurred or at least not to the extent of the claimed amount.

V. Withdrawal by the Hotel

1. Provided a right to cancel free of charge within a certain period has been agreed in writing, the Hotel is entitled within this period to withdraw from the contract if enquiries from other customers for the contractually booked rooms are forthcoming and the customer, upon being approached by the Hotel, does not wish to waive his right of withdrawal.
2. Should an agreed advance payment or an advance payment as demanded in accordance with Clause III Item 5

above have not been effected, then the Hotel is also entitled to withdraw from the contract.

3. Furthermore the Hotel is entitled as an exception to withdraw from the contract for a factually justified reason, for example if

- force majeure or other circumstances beyond the control of the Hotel make the fulfilment of the contract impossible.
- Rooms have been booked under misleading or false representation of the main facts, e.g. regarding the person of the customer or the purpose;
- the Hotel has just reason to assume that the use of the hotel's services could be harmful to the smooth running of the business, to the safety or the reputation of the Hotel in the public eye, without this being imputed to the management or organisation sector of the Hotel
- a violation of Clause I Sentence 2 has occurred.

4. The customer shall have no claim to damages upon justified withdrawal from the contract on the part of the Hotel.

VI. Allocation, occupancy and vacating of rooms

1. The customer has no claim to the allocation of certain rooms.

2. Booked rooms are available to the customer from 15.00 h on the agreed day of arrival. The customer has no claim to earlier occupancy.

3. On the agreed day of departure the rooms must be vacated and placed at the disposal of the Hotel by 12.00 noon at the latest. As a result of a delayed vacation of the room the Hotel may charge for its occupation in excess of the period agreed in the contract: until 18.00 h 50% of the full accommodation price (as per price list), from 18.00 h onwards 100%. This will not constitute a reason for the customer to make any claims. He is entitled to provide evidence that the Hotel has not any or at least has a considerably lower claim to the additional room charge.

VII. Liability of the Hotel

1. The Hotel is liable with due diligence for its obligations arising from the contract. Claims by the customer for compensation for damage are excluded. Excepted from this is damage incurred by injury to the life, the body or the health if the hotel is responsible for the breach of duty, any damage that is caused by an intentional or grossly negligent breach of duty on the part of the Hotel and damage that is incurred through the intentional or negligent breach of a duty typical of the contract on the part of the Hotel. This applies to a breach of duty not only on the part of the Hotel but also on the part of a legal representative or vicarious agent of the Hotel. Should the services rendered by the Hotel be interrupted or deficient the Hotel will, upon gaining knowledge of such or upon immediate complaint on the part of the customer, make an effort to rectify the interruption or deficiency. The customer is obliged to contribute to a reasonable extent towards rectifying the disturbance/deficiency and to keep the possible damage as low as possible.

2. For items brought into the Hotel by the customer the Hotel is liable in accordance with the legal provisions, i.e. up to 100 times the price of the room, but not exceeding € 3.500, and for money, securities and valuables up to € 800. Money, securities and valuables can be stored up to a maximum value of € 800 in the Hotel safe or room safe. The Hotel recommends the customer to take advantage of this facility. Liability claims are void if the customer does not notify the Hotel immediately after gaining knowledge of loss, destruction or damage to such items (§ 703 BGB – German Civil Process Order). Regarding the further liability of the Hotel the above-mentioned Number 1 Clauses 2 to 4 will apply.

3. Should the customer be allocated a parking space in the Hotel garage or on the Hotel car park, even against remuneration, this will not constitute a safe custody contract. The Hotel will not be liable for theft of or damage to vehicles parked or driven in the Hotel grounds including their contents, except in case of intention or gross negligence.

4. Waking calls will be effected with due care. News, mail and consignments of goods for the guests will be handled with due care. The Hotel will take on the delivery, storage and – upon request – for an appropriate charge the forwarding of such items.

VIII. Jurisdiction/Miscellaneous

1. Alterations or supplements to the contract, to the acceptance of the application or to these General Business Conditions for the Hire of Hotel Rooms should be made in writing. Unilateral alterations or supplements by the customer are not valid.

2. Place of fulfilment for all obligations arising from this contract, including payment obligations, is Düsseldorf.

3. Exclusive place of jurisdiction – also for disputes connected with cheques and bills of exchange – in sound commercial practice is Düsseldorf. In as far as a party to the contract fulfils the condition stipulated in § 38 Cl. 2 of the Civil Process Order and has no general legal domicile in Germany, the legal domicile will be considered to be the location of the Hotel in Düsseldorf.

4. This contract will be governed by the law of Germany. The application of the UN Convention for the International Sale of Goods and the Law of Conflicts is excluded.

5. Should individual conditions of this contract for the rental of hotel rooms and/or of these General Business Conditions be or become invalid, this will have no effect on the validity of the remaining conditions. Otherwise the statutory provisions will apply.