

# HOTELzeppelin

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## GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT

A room reservation made by the **customer** (consistent denomination for: orderer, guest, tenant, host, procurer, and so on) and accepted by the hotel constitutes a contractual relationship, the **hotel accommodation contract** (consistent denomination for: lodging agreement, guest accommodation agreement, hotel agreement, room agreement).

The hotel accommodation contract is a in the German Civil Code not especially regulated, so called mixed-type contract, apart from the liability for brought objects. It covers elements of the public services law, the factory law and the purchase contract law. In its bottom, the hotel accommodation contract is a lease contract.

Like all the other contracts of the German Civil Right, hotel accommodation contracts are to be observed by both parties of the contract.

Stand: July 2008

General terms and conditions for the Hotel Accommodation Contract

Hotelverband Deutschland (IHA) e.V. Stand: July 2008

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General terms and conditions for the Hotel Accommodation Contract

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## **I. Scope of applicability**

1. The present terms and conditions apply to contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel for the customer (hotel accommodation contract). The term "hotel accommodation contract" covers and replaces the following terms: lodging agreement, guest accommodation agreement, hotel agreement, room agreement.
2. If rooms provided are to be sublet, rented to other parties or used for other than lodging purposes, the prior written consent of the hotel is required, whereas § 540 paragraph 1, clause 2 German Civil Code is waived, as far as the customer is not the consumer.
3. The customer's general terms and conditions apply only if this was agreed written in advance.

## **II. Conclusion of Contract, parties, liability, limitation period**

1. The contract is concluded when the hotel accepts the customer's application. At its own discretion, the hotel may confirm the room reservation in writing.
2. The contractual partners are the hotel and the customer. If a third person placed the order for the customer, then that person shall be liable together with the customer as joint and several debtor for all obligations arising from the hotel accommodation contract, insofar as the hotel disposes of a corresponding statement by the third person.
3. Any and all claims by the customer against the hotel shall be time-barred after one year from the commencement of limitation.  
Indemnity claims become time-barred after five years independent from acknowledgement. The shortenings of the limitation period do not apply to claims based on a premeditated and gross negligent violation of obligations of the hotel.

## **III. Performances, rates, payment, set-off**

1. The hotel is obliged to keep the rooms reserved by the customer available and to render the agreed performances.
2. The customer is obligated to pay the applicable or agreed hotel rates for rooms provided and for other services used. This also applies to the hotel's services and outlays to third parties caused by the customer. The agreed rates include the applicable value-added tax as required by the law.
3. If the customer later wishes to make changes in the number of reserved rooms, the hotel services, or the lengths of guests stay, the hotel has to consent to such changes and may raise rates for the rooms and/or for other services provided by the hotel.
4. Hotel bills not showing a due date are payable due net within ten days of receipt. At any time, the hotel is entitled to call in accrued amounts owed and require immediate payment. In case of delayed payment, the hotel is entitled to require 8 % default interest by law, or rather 5 % over the base rate for legal acts where a consumer is involved. The hotel reserves the right to show evidence of higher damages.
5. Upon conclusion of contract, the hotel is entitled to require a reasonable advance payment or security deposit in terms of credit card warranty, initial payment or the like. The amount of the advance payment and payment dates may be agreed in

writing in the contract. Legal requirements are not affected by advance payments or security deposits.

6. In reasonable cases, e.g. arrears of the customer, the hotel is entitled to require, also ex conclusion of contract by beginning of stay, advance payment or security deposit (as mentioned above in 5) or an increase of the advance payment or security deposit agreed in the contract up to the full payment.

7. Moreover, the hotel is entitled to require a reasonable advance payment or security deposit in the beginning or during the stay (due to number 5 above) for owing and accruing claims of the contract, as far as it has not been made yet as per number 5 or 6 above.

8. The customer may set off, reduce or rather retain a claim by the hotel only against an undisputed claim or one that has been adjudicated finally and absolutely.

#### **IV. Rescission by the customer (cancellation,annulment)/ Failure to use hotel services (no show)**

1. Rescission by the customer of the contract concluded with the hotel requires the hotel's written consent. If it is not given, then the rate agreed in the contract must be paid even if the customer does not avail himself of contractual services. This does not apply in cases of the violation of the hotel's obligations to consideration of rights, legally protected interests and interests of the customer, in case the client could thereby not be expected to abide by the contract anymore, or when entitled to another legitimate or contractual rescission.

2. To the extent the hotel and customer agreed in writing upon a date for rescinding the contract, the customer may rescind the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of rescission expires if he does not exercise his rescission right in writing vis-à-vis the hotel by the agreed date, to the extent there is no case of rescission by the customer due to digit IV, no.1, sentence 3.

3. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses. If the rooms are not being rented, the hotel reserves the right to require the payment agreed in the contract and to generalise the deduction of saved expenses of the hotel. The customer is then obliged to pay 90 % of the contractually agreed rate for lodging with or without breakfast, 70 % for half-board, and 60 % for full-board arrangements. The customer is at liberty to show that the pre-mentioned requirement has not occurred, or not occurred in the claimed extent.

#### **V. Rescission by the hotel**

1. To the extent it was agreed in writing that the customer can rescind the contract free of charge within a certain period, the hotel is entitled for its part to rescind the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission when asked by the hotel.

2. If an agreed or above-mentioned (digit III, no. 5 and/or 6) advance payment or security deposit is not made even after a reasonable grace period set by the hotel, then the hotel is likewise entitled to rescind the contract.

3. Moreover, the hotel is entitled to effect extraordinary rescission of the contract for materially justifiable cause, for example if force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
  - rooms are reserved with misleading or false information regarding major facts, such as the identity of the customer or the purpose
  - the hotel has justified cause to believe that use of the hotel's services might jeopardise the smooth operation of the hotel, its security or public reputation, without being attributable to the hotels sphere of control or organization
  - there is a violation of digit I, no. 2 above
4. From justified rescission by the hotel, the customer can derive no right to compensation

## **VI. Room availability, delivery and return**

1. The customer does not acquire the right to be provided with specific rooms.
2. Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed date of arrival. The customer doesn't have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 12:00 a.m. on the agreed departure date. After that time, the hotel may charge 50 % of the full accommodation rate (list price) due to the delayed vacation of the room for its additional use until 6:00 p.m., after 6:00 p.m. 100%. Contractual requirements of the customer are hereby not based. He is at liberty to show the hotel that it incurred no or much lesser requirement on compensation.

## **VII. Liability of the hotel**

1. The hotel assumes liability for the due care and diligence of a prudent merchant for the contractual obligations. The customer doesn't have the right to compensation. Hereby excluded are damages from violation of life, the corpus or health resulting from the hotel's negligence of duties, other damages resulting from intent or gross negligence on part of the hotel, damages and damages resulting from intent or gross negligence on part of the hotel's contractual obligations. A violation of contractual obligations from the hotel is equal to the one from a legal representative or a vicarious agent. Should disruptions or defects occur in the hotel's services, the hotel will endeavour to provide relief when it becomes aware of this or upon the customer's immediate notification of the defect. The customer undertakes to contribute reasonable assistance in remedying the disruption and minimizing any possible damage.
2. The hotel's liability toward the customer for property introduced to the hotel is in accordance with the statutory provisions, i.e., up to one hundred times the room rate, not to exceed 3.500.00 € and up to 800.00 € for cash, valuables and treasures. Cash, valuable and treasures can be stored in the hotel or room safe up to the highest value of € (*Versicherungssumme des Hotels einsetzen*). The hotel recommends to use this possibility.
3. Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The hotel assumes no liability for loss of ore damage to motor vehicles parked or manoeuvred on the hotels property, nor the contents thereof, except cases of intent or gross negligence. Above mentioned no.1, sent. 2 to 4 apply accordingly.

4. Wake-up calls are carried out by the hotel with greatest possible diligence. Messages, mail and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and for a fee forward such items - on request. Above mentioned no.1, sentence 2 to 4 apply accordingly.

## **Final provisions**

1. Changes and amendments to the contracts, the acceptance of order, or these Terms and Conditions for Hotel accommodation should be made in writing. Unilateral changes and amendments by the customer are not valid.

2. Place of performance and payment is the location of the hotel's registered office.

3. In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotel's registered office have exclusive jurisdiction for commercial traffic. Insofar as a contracting party fulfils the requirements or the paragraph 38, section 2 of the German Code of Civil Procedure and does not have a general venue within the country, the courts at the location of the hotel's registered office have jurisdiction.

4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN-Convention on Contracts for the International Sale of Goods and of the conflict of laws are precluded.

5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.