

General terms and conditions for hotel

Preliminary note

The following general terms and conditions are recommended for use in business transactions with customers by the Hotelverband Deutschland (IHA) e.V.

A room booking initiated by the customer (uniform name for: customer, guest, tenant, organizer, intermediary, etc.) and accepted by the hotel establishes a contractual relationship between the two, the hotel accommodation contract (uniform name for accommodation, guest accommodation, hotel, hotel room contract).

The hotel accommodation contract is a so-called mixed type contract, which is not particularly regulated in the German Civil Code (BGB), apart from liability for items brought in. It contains elements of the service, work and sales contract law. At its core, the hotel accommodation contract is a rental contract.

Hotel accommodation contracts must be observed by both contracting parties like all other contracts under civil law.

SCOPE

1. These terms and conditions apply to contracts for the rental provision of hotel rooms for accommodation, as well as all other services and deliveries provided by the hotel to the customer (hotel accommodation contract).
2. General terms and conditions of the customer only apply if this have been expressly agreed in writing beforehand.

CONCLUSION OF CONTRACT, PARTNERS

1. The contract concludes when the hotel accepts the customer's application. The hotel is free to confirm the room booking in text form.
2. The contractual partners are the hotel and the customer. If a third party has ordered for the customer, he is liable towards the hotel together with the customer as joint debtor for all obligations arising from the hotel accommodation contract, provided the hotel has received a corresponding declaration from the third party.

SERVICES, PRICES, PAYMENT, SET-OFF

1. The hotel is obliged to keep the rooms booked by the customer ready and to provide the agreed services.
2. The customer is obliged to pay the hotel's agreed or applicable prices for the provision of rooms and the other services used. This also applies to services and expenses of the hotel arranged by the customer to third parties.

3. The hotel may make its consent to a subsequent reduction in the number of rooms booked, the service provided by the hotel or the length of stay of the customer dependent on the price of the room and / or the other services of the hotel increasing.

4. Hotel invoices without a due date are payable without deduction within 10 days of receipt of the invoice. The hotel can demand the immediate payment of due claims from the customer at any time. In the event of a delay in payment, the hotel is entitled to charge the applicable statutory default interest at the current rate of 8% or, in the case of legal transactions in which a consumer is involved, at 5% above the base rate. The hotel has proof of higher damage.

5. The hotel is entitled to request a reasonable advance payment or security deposit in the form of a credit card guarantee, a down payment or similar from the customer upon conclusion of the contract.

The amount of the advance payment and the payment dates could agree in text form in the contract.

6. In justified cases, e.g. if the customer is in arrears or extends the scope of the contract, the hotel is entitled, even after the contract has been concluded, to request an advance payment or security deposit as defined in number 5 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

CUSTOMER CANCELLATION (CANCELLATION, CANCELLATION) / FAILURE TO USE THE HOTEL SERVICES (NO SHOW)

1. The customer can withdraw from the contract free of charge up to 2 days before arrival. The customer's right of withdrawal expires if he does not exercise his right to withdraw from the hotel in text form by the agreed date.

2. When booking of 5 rooms or more, a cancellation is free of charge up to 1 week before arrival. When booking 10 rooms or more, a cancellation is free of charge up to 2 weeks before arrival. When booking 15 rooms or more, a cancellation free of charge applies up to 8 weeks before arrival.

2. If the customer withdraws later, the hotel is entitled to charge 90% of the contractually agreed price for overnight stays with or without breakfast or arrangements.

CANCELLATION OF THE HOTEL

1. The hotel is entitled to extraordinarily withdraw from the contract for objectively justifiable reasons, for example if

- Force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;

- Rooms or event rooms are culpably booked with misleading or false information or concealment of essential facts; the identity of the customer, the solvency, can be essential activity or purpose of stay;

- the hotel has reasonable grounds to believe that the use of the hotel services may endanger the smooth running of the business, the security or the reputation of the hotel in public, without this being attributable to the sphere of control or organization of the hotel;

- the purpose or the reason for the stay is illegal;

2. If the hotel withdraws justifiably, the customer is not entitled to compensation.

ROOM DELIVERY, DELIVERY AND RETURN

1. The customer is not entitled to the provision of certain rooms unless this has been agreed in text form expressly.

2. Booked rooms are available to the customer from 3:00 p.m. on the agreed arrival date. The customer has no right to earlier availability.

3. Rooms must be available to the hotel no later than 12:00 noon on the agreed departure date. Thereafter, due to the delay in vacating the room for use beyond the contract, the hotel can charge 50% of the full accommodation price (list price) until 6:00 p.m., from 6:00 p.m. 90%.

LIABILITY OF THE HOTEL

1. The hotel is liable for damage for which it is responsible for injury to life, limb or health. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of contractual obligations of the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise stipulated in this Section 7. If faults or defects occur in the hotel's services, the hotel will endeavor to remedy the situation if the customer becomes aware of it or if the customer gives notice of it immediately. The customer is obliged to contribute what is reasonable to him to remedy the malfunction and to keep possible damage to a minimum.

2. The hotel is liable to the customer for items brought in according to the statutory provisions.

3. If the customer is provided with a parking space in the hotel garage or in a hotel car park, also for a fee, this does not result in a custody contract. The hotel is not liable for loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents, except in the case of intent or gross negligence.

FINAL PROVISIONS

1. Changes and additions to the contract, the acceptance of applications or these general terms and conditions should be made in text form. Unilateral changes or additions by the customer are invalid.

2. The place of fulfillment and payment is the location of the hotel.

3. German law applies. The application of the UN sales law and the conflict of laws is excluded.

4. Should individual provisions of these general terms and conditions be or become invalid or void, this does not affect the effectiveness of the remaining provisions. In addition, the statutory provisions apply.