

Allgemeine Geschäftsbedingungen für den Hotelaufnahmevertrag (AGBH 8.0)

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GENERAL BUSINESS TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS

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 text form, whereby section 540 (1) sentence 2 German Civil Code (BGB) is excluded insofar as the customer is not a consumer as defined in section 13 BGB.

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 OF CONTRACT, CONTRACT PARTIES, STATUTE OF LIMITATIONS

2.1 The hotel and the customer are the parties to the contract. The contract is concluded by acceptance by the hotel of the application made 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. This does not apply to claims for 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, SET-OFF

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 ordered by the customer either directly 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 which the guest owes himself or herself under local community law. 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 after the contract has been entered into. In the case of contracts with consumers, 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 four 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 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 and 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 up until the time when the residence commences, advance payment or security as set out in subsection 3.6 above or an increase in the amount of the advance payment or security agreed in the contract up to the full amount of the remuneration agreed.

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 such 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 net 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 cancellation of the contract.

4.2 If the hotel and the customer have agreed upon a deadline for revocation of the contract free of charge, the customer may revoke the contract up until that date without triggering any claims for payment or damages by the hotel.

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 cancellation of the contract, then the hotel retains its entitlement to the remuneration agreed although the service was not used. The hotel shall offset income from otherwise letting the rooms and saved expenditures. If the rooms are not otherwise let, the hotel can apply a flat rate for the saved expenditures. In this case the customer is obliged to pay 90% of the contractually-agreed price for overnight accommodation with or without breakfast and for package deals with third party services, 70% for half board and 60% for full board. The customer is at liberty to demonstrate that the above claim did not arise or not in the amount claimed.

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 reserved rooms and if the customer does not waive its revocation right after an inquiry

is made and a reasonable period of time set by the hotel. This shall apply accordingly if the customer has been granted an option and other inquiries are made and the customer is not prepared to make a firm booking after the hotel makes an inquiry and sets an appropriate time period.

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 and/or subsection 3.7 has not been paid after an appropriate 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 other circumstances for which the hotel is not responsible, which render performance of the contract impossible;
- rooms being reserved by culpably providing material facts that are wrong or misleading or by failing to provide material facts; in this context the term material can mean the identity of the customer, the customer's ability to pay or the purpose of the residence;
- the hotel having reasonable grounds to assume that the use of the service can jeopardize the smooth running of the business, the safety or public reputation of the hotel without this being attributable to the area of responsibility or organization of the hotel;
- the purpose of or the reason for the stay being in violation of the law;
- a breach of subsection 1.2.

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 customer has no right to earlier availability.

6.3 The rooms shall be vacated and available for use by the hotel by 11:00 hours 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 in an amount of 50% of the full 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 other damage which is based on an intentional or grossly-negligent breach of duty of the hotel or on an intentional or negligent breach of duties of the hotel typical of the type of contract. 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 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 disruptions or deficiencies in the services of the hotel, the hotel shall endeavor to remedy this when it has knowledge thereof or upon a complaint being made without undue delay by the customer. The customer is obliged to contribute what it can be reasonably expected to contribute in order to

remedy the disruption and minimize possible damage.

7.2 The hotel is liable to the customer in accordance with the provisions of statute for items brought with the customer. The hotel recommends the use of the hotel or room safe. 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 safekeeping agreement must be entered into with the hotel.

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. Messages for customers are treated with care. After prior agreement with the customer, the hotel can accept, store and – if desired – dispatch for a charge mail and consignments of goods. In this connection the hotel is only liable in accordance with sentences 1 to 4 of subsection 7.1 above.

8 FINAL PROVISIONS

8.1 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.

8.2 The place of performance and payment shall be AKZENT Hotel DÉJANIL, Lise – Meitner – Str. 7, 31303 Burgdorf and the courts of Hildesheim shall have exclusive jurisdiction over commercial transactions – also over disputes relating to cheques and bills of exchange. If the customer 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 Hildesheim shall have jurisdiction and venue.

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

8.4 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/>
The hotel does not, however, participate in dispute resolution proceedings held before consumer dispute resolution bodies.

GENERAL BUSINESS TERMS AND CONDITIONS FOR EVENTS

1 AREA OF APPLICATION

1.1 These terms and conditions govern contracts for the rental of the hotel’s conference, banquet, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other associated services and goods connected therewith provided by the hotel.

1.2 The hotel’s prior written consent is required if the rooms, areas, or display cases are to be rented or sublet to a third party, or if invitations are issued for introductory interviews, sales promotions, or similar events, whereby § 540, para. 1, sentence 2 German Civil Code is waived insofar as the customer is not a consumer.

1.3 The customer’s general terms and conditions shall apply only if this is previously expressly agreed in writing.

2 CONCLUSION OF CONTRACT, PARTIES, STATUE OF LIMITATIONS

2.1 The contract shall come into force upon the hotel's acceptance of the customer's application. They are the parties to the contract. The hotel can confirm the room reservation in text form at its discretion.

2.2 The hotel shall be liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such which result from injury to life, body or health and the hotel is responsible for the breach of the obligation, other damage which is caused from an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the hotel which are typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent of a breach of a statutory representative or employee. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum. In addition, the customer shall be obliged to notify the hotel in due time if there is a possibility that extraordinarily extensive damage may be incurred.

2.3 All claims against the hotel shall be generally time-barred one year after the statutory commencement of the contract. Reimbursement of damage claims shall be time-barred after five years, independent of knowledge. The reduction of the statute of limitation periods shall not apply for claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

3 SERVICE, PRICES, PAYMENT, SET-OFF

3.1 The hotel is obligated to render the services ordered by the customer and agreed upon by the hotel.

3.2 The customer is obligated to pay the hotel's prices agreed or the customary hotel's prices for such services or other services utilized. This shall also apply to services and expenses of the hotel to third parties caused by the customer, in particular, also for claims of copyright exploitation companies.

3.3 Value-added tax as required by law is included in the agreed prices. 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 after the contract has been entered into. In the case of contracts with consumers, 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 four months.

3.4 Hotel invoices not stating a due date are payable and due in full within ten days of receipt. The hotel shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest. The hotel reserves the right to prove greater damage.

3.5 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 and the payment dates can be agreed in the contract in text form. The provisions of statute shall apply in the event of late payment by the customer.

3.6 The hotel is entitled to require a reasonable advance payment at any time. The

amount and date of the advance payment may be agreed in writing in the contract.

3.7 The customer may only offset or net out an undisputed claim or a claim established by final and absolute court decision against a claim of the hotel.

4 WITHDRAWAL OF CUSTOMER (CANCELLATION, ANNULMENT) / FAILURE TO USE HOTEL SERVICES (NO SHOW)

4.1 The written agreement of the hotel shall be required for cancellation by the customer of the contract concluded with the hotel. If such agreement is not given, the agreed room rate from the contract as well as the services caused to be performed by third parties shall also be paid in any case in the event that the customer does not avail himself of the contractual services and rental to a third party is no longer possible. This shall not apply with the breach of the obligation of the hotel to take into account the rights, objects of legal protection and interests of the customer, if holding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.

4.2 Insofar as the hotel and the customer have agreed in writing to a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without causing payment or reimbursement claims by the hotel. The cancellation right of the customer shall dissolve if he does not exercise his cancellation right in writing up until the agreed date.

4.3 In the event that no statutory right of cancellation or termination exists, no right of cancellation has been agreed upon or has already expired, and the hotel refuses to allow the contract to be cancelled, the hotel will still be entitled to the agreed-upon compensation even if the service is not used. The hotel makes income by renting out its rooms to other guests and keeps the funds that it saves on expenses. In line with Sections 4.4, 4.5, and 4.6, the savings can be computed as a lump sum. The client has the right to demonstrate that the claim never happened or didn't happen for the amount claimed. The hotel is free to provide evidence that a more significant claim has been made.

4.4 If the customer – with or without justification – cancels only between the eighth and fourth week prior to the date of the event, the hotel shall be entitled to charge – in addition to the agreed rent – 35% of lost food sales and 70% of food sales for any later cancellation.

4.5 Food sales are calculated using the following formula: menu price for the event times the number of participants. If no price has yet been agreed for the menu, the least expensive three-course menu in the current set of event offerings shall apply

4.6 If a seminar flat rate per participant has been agreed, the hotel shall be entitled to charge, with a cancellation between the eighth and fourth week prior to the date of the event, 60 percent of the seminar flat rate times the agreed number of participants (85 percent for any later cancellation).

5 WITHDRAWAL OF THE HOTEL

5.1 Insofar as the cost-free right of cancellation by the customer within a certain time period has been agreed, the hotel shall be entitled to cancel the contract itself within this time period if inquiries of other customers for the contractually booked event rooms exist and the customer, upon inquiry by the hotel, does not waive his right of cancellation.

5.2 Should an agreed advance payment or an advance payment demanded pursuant to Item 3.5 and / or Item 3.6 not be paid, then the hotel shall also be entitled to cancel the contract.

5.3 Furthermore, the hotel is entitled to rescind the contract for justifiable cause, i.e.: If force majeure or other circumstances beyond the hotel's control render fulfilment of

the contract impossible;

If events are booked using misleading or false representation of material facts such as the customer or purpose;

If the hotel has good reason to assume that the event might jeopardize the hotel's smooth operations, security, or public reputation without these being attributable to the hotel's sphere of dominion or organization;

If there is a breach of the item: 1.2

5.4 Upon justified cancellation by the hotel, the customer shall have no claim to reimbursement of damage.

6 CHANGES IN NUMBER OF PARTICIPANTS AND TIME OF EVENT

6.1 If the number of participants changes by more than five percent, the hotel must be informed at the latest five business days before the start of the event. Such change must be approved in writing by the hotel. The charges will be based on the number of participants that was originally agreed, minimum 95%. The customer is entitled to prove lower participant numbers and to reduce the agreed price by the resulting savings.

6.2 If there is a participation reduction of more than 5%, the hotel must be notified at least five working days prior to the event. The charges will be based on the number of participants that was originally agreed, minimum 95%. The customer is entitled to prove lower participant numbers and to reduce the agreed price by the resulting savings. Item 6.1 sentence 3

6.3 If the number of participants changes by more than ten percent, the hotel shall be entitled to redetermine the agreed prices and to exchange the confirmed room reservations unless this is unreasonable for the customer

6.4 If the event's agreed starting or ending times change and the hotel agrees to such deviations, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

7 BRINGING AND TAKING OF FOOD AND BEVERAGES

7.1 The customer may not bring food or beverages to events. Exceptions must be agreed in writing with the hotel. In such cases, a charge will be made to cover overhead expenses.

8 TECHNICAL FACILITIES AND CONNECTIONS

8.1 To the extent the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and on the account of the customer. The customer is responsible for the careful handling and proper return of the equipment. The customer shall indemnify the hotel from all third-party claims arising from the provision of the facilities or equipment.

8.2 Written consent is required for using the customer's electrical systems on the hotel's electrical circuit. The customer shall be liable for malfunctions of or damage to the hotel's technical facilities caused by using such equipment, to the extent that the hotel is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage.

8.3 The customer is entitled to use his own telephone, telefax, and data transfer equipment with the hotel's consent. The hotel may charge a connection fee.

8.4 If suitable hotel equipment remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.

8.5 Malfunctions of technical or other equipment provided by the hotel will be remedied immediately whenever possible. To the extent the hotel was not responsible for such malfunctions, payment may not be withheld or reduced.
General terms and conditions for events

9 LOSS OF DAMAGE TO PROPERTY BROUGHT IN

9.1 Customer shall bear the risk of damage or loss for objects for exhibit or other items including personal property brought into the event rooms/hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Excepted herefrom are cases of damage caused as a result of injury to life, body or health. In addition, in all cases in which the safekeeping represents an obligation typical for a contract due to the circumstances of the individual case, release from this liability shall be prohibited.

9.2 Decorations brought in must conform to the fire protection technical requirements. The hotel is entitled to require official evidence thereof. Should such proof not be given, then the hotel shall be entitled to remove materials already brought in at the cost of the customer. Due to the possibility of damage, the hotel must be asked before objects are assembled or installed.

9.3 Objects for exhibit and other items must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store such at the customer's expense. If the objects remain in the room used for the event, the hotel may charge a reasonable compensation for use for the period that they remain there. The customer is free to prove that the above-mentioned claim was not created or not created in the amount claimed.

10 CUSTOMER'S LIABILITY FOR DAMAGE

10.1 The customer is liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer and the company itself.

10.2 The hotel may require the customer to provide reasonable security (e.g., credit card).

11 FINAL PROVISIONS

11.1 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.

11.2 The place of performance and payment shall be AKZENT Hotel DÉJANIL, Lise – Meitner – Str. 7, 31303 Burgdorf and the courts of Hildesheim shall have exclusive jurisdiction over commercial transactions – also over disputes relating to cheques and bills of exchange. If the customer 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 Hildesheim shall have jurisdiction and venue.

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

11.4 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/>
The hotel does not, however, participate in dispute resolution proceedings held before

consumer dispute resolution bodies.

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