

General terms and conditions Green City Hotel Vauban

I. AREA OF APPLICATION

1. These terms and conditions apply for contracts for hotel room bookings for purposes of accommodation, as well as additional services provided by the hotel for the customer (hotel admission contract). The term "hotel admission contract" includes und replaces the following terms: Accommodation contract, Guest accommodation contract, Hotel contract, and Hotel room contract.
2. Sub tenancy or subletting of rooms as well as their use for other accommodation purposes need prior agreement of the hotel in writing, whereas § 540 Section 1 Sentence 2 BGB (German Civil Code) is waived if the customer is not the end consumer.
3. General terms and conditions of the customer are only applied if it there was a previous explicit agreement in writing.

II. CONCLUSION OF A CONTRACT, -PARTNER, STATUTE OF LIMITATION

1. This contract is effective with the customer's acceptance. It is up to the hotel to confirm the booking in writing.
2. The hotel and the customer are contractual partners. If a Third Party has made the room reservation for the customer, the Third Party is jointly liable with the customer as co-debtor for all obligations that arise from the hotel contract, provided that the hotel has a respective statement of the Third Party.
3. All claims against the hotel shall lapse in principle within one year after the beginning of the limitation period. Damage claims shall lapse irrespective of their knowledge in five years, as long as they are not due to a violation of life, body, health or personal liberty. These damage claims shall lapse irrespective of knowledge after 10 years. A reduction of the limitation period does not apply to claims that are based on deliberate or wantonly negligent violation of the hotel's responsibilities.

III. SERVICES, RATES, PAYMENT, SET-OFF AGREEMENTS

1. The hotel is obliged the hold the booked rooms by the customer and to provide the agreed upon services.
2. The customer is obliged to pay for the rented room as well as for additional services that were booked at the agreed or valid rates. This also applies to services ordered by the customer and to the hotel's expenses to third parties. The agreed rates include the respective legal value-added tax (VAT).
3. It is up to the hotel to agree to a reduction of the number of the booked rooms, changed services or reduced duration of stay made by the customer at a later date; and it is at the hotel's discretion to increase of the room rates and/or increase other services that were booked.
4. Hotel invoices with no payment date have to be paid within 10 days after invoice receipt with no discount applied. The hotel can request immediate payment of outstanding payments at any time. In case of default of payment, the hotel has the right to charge the current default interest rate of 8%. For legal transactions in which the consumer is involved, an additional 5% of the standard interest rate can be charged. The hotel reserves the right to prove additional excessive damage.
5. The hotel is entitled to ask the customer for an adequate down payment or deposit in form of a credit card guarantee, a deposit or similar from the customer. The amount of the down payment and date of payment can be agreed in writing. In case of down payment or security deposits for package holidays, the legal provisions remain unaffected.
6. In well-founded cases, e.g. outstanding payment of the customer or extension of the contract scope, the hotel is entitled to request a down payment or security deposit up until the date of arrival as per the afore mentioned number 5; or request a higher down payment or security deposit.
7. Furthermore, the hotel is entitled to request an adequate down payment or security deposit in the sense of the afore mentioned number 5 for existing and future claims arising from the contract before and during the stay of the customer, in case such a claim has not already been fulfilled according to the afore mentioned number 5 and number 6.
8. The customer can only offset or clear claims of the hotel with an undisputed or valid legal claim.

IV. WITHDRAWAL OF THE CUSTOMER (CANCELLATION) / NO USAGE OF HOTEL SERVICES (NO SHOW)

1. A withdrawal of the customer from a contract needs written approval by the hotel. If this is not granted, the agreed price from the contract has to be paid even if the customer did not make use of the contractual services.
2. If a date of a cancellation of the contract at no charge has been agreed between the hotel and the customer in writing, the customer can cancel the contract up to the agreed date without effecting claims for payment or claims for damages. The right to withdraw from the contract by the customer ends if the customer does not carry out his right of withdrawal until the agreed date in writing.
3. For rooms not used by the customer, the hotel has to take into account the payments received if otherwise rented, as well as the saved expenditures. If the rooms are not rented otherwise, the hotel can request agreed reimbursement and fix lump sum for the deduction of the saved expenditures of the hotel. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for overnight stays with or without breakfast, 70% of bookings with breakfast only and 60% of bookings with full board. The customer is free to prove that the afore mentioned claim did not arise or did not arise in the requested amount.

V. WITHDRAWAL OF THE HOTEL

1. In case of an agreement in writing that the customer can withdraw from the contract within a certain period of time without financial penalties, the hotel on their part is also entitled to withdraw from the contract within this period, if there are requests from other customers for the contractual booked rooms and if the customer, does not forgo his right of withdrawal when asked.
2. If an agreed or requested down payment according to the afore mentioned number III, point 5 and 6, is not affected at the end of an appropriate extension of time stipulated by the hotel, the hotel is also entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to withdraw from the contract for justifiable reasons for the following exceptions, e. g. if
 - Force Majeure or other circumstances beyond the hotel's control render the fulfilment of the contract impossible;
 - rooms or other spaces are booked using false information of contractually significant facts in a negligent way, e. g. concerning the customer himself or the purpose of his stay;
 - the hotel has a justified cause for assuming that the use of hotel services can endanger smooth business operations, or the security or the reputation of the hotel in the public that is outside of the hotel's domain;
 - the purpose or the reason of the stay is illegal;
 - a violation against the afore mentioned Paragraph I, number 2 exists.
4. If there is legitimate reason of a withdrawal of the hotel, a claim of damages of the customer does not arise.

VI. ALLOCATION OF ROOMS, HANDING OVER OF ROOMS AND CHECKOUT OF ROOMS

1. The customer does not have the right to an allocation of specific rooms, if not explicitly agreed in writing.
2. Booked rooms are available for the customer as of 3 pm of the day of arrival. The customer has no right of an earlier room availability.
3. On the departure day, the rooms have to be vacated by noon. After this time, the hotel can charge 50% of the full room rate until 6pm. As of 6pm, the hotel can charge 100%. Contractual claims of the customer are hereby not justified. The customer is free to prove that either no or a significantly lower claim of compensation fee has arisen for the hotel.

VII. LIABILITY OF THE HOTEL

1. The hotel is liable for its contractual obligations. Customer's claims of indemnity are excluded. Thereof excluded are damages that arise from violation of life, body or health if the hotel is responsible for the violation of duties, other damages based on wilful or grossly negligent violation of duties of the hotel and damages that are based on a wilful or grossly negligent violation of duties that are considered standard as per the hotel's contractual obligations.

A breach of duty of the hotel shall also apply to a legal representative or a vicarious agent. If disruptions or shortcomings with regard to the hotel services should arise, the hotel will try to remedy them immediately as soon as it has knowledge of these disruptions or upon customer complaints. The customer is obliged to contribute reasonably to the remedy of the disruption and to keep any possible damages small.

2. The hotel is liable for objects belonging to the customer that are brought to the hotel as per legal regulations. Liability is limited at a hundredfold of the room rate, however not exceeding € 3500,00 and is different for cash, securities and valuable objects up to an amount not exceeding € 800, -. Cash, securities and valuable objects can be kept in the room safe if they do not exceed a value of € 5000, -. The hotel highly recommends using the room safe.

3. Insofar as the customer has a parking space at his disposal, also for a fee, a contract of deposit does not come about. In case of vehicles parking or shunting and if vehicles become missing or are damaged on the hotel's premises, the hotel is not liable for the vehicles or their content, except for deliberate intention or gross negligence. For the exclusion of damage claim by the customer, the regulation of the afore mentioned number 1, sentence 2 to 4, shall apply.

4. Wake-up calls are performed with great care. Messages, mail and packages for guests will be treated with great care. The hotel will deliver, store and – if requested – forward the afore mentioned mail or packages for a fee. For the exclusion of claims of damages of the customer, the regulation of the afore mentioned number 1, sentence 2 to 4 shall apply.

VIII. FINAL CLAUSES

1. Modifications and amendments of the contract, accepted bookings or changes to the General Terms and Conditions shall be carried out in writing. Unilateral modifications or amendments initiated by the customer are legally void.

2. Place of fulfilment and place of payment is the hotel's location.

3. Exclusive jurisdiction – also for disputes concerning cheques and bills of exchange – is the corporation law of the hotel site. If one contractual partner fulfils the requirements of § 38 paragraph ZPO (civil process order) and does not have a general jurisdiction in Germany, the place of jurisdiction shall be the hotels 'corporation law.

4. German law shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) as well as the provision for conflict of laws shall not apply.

5. If individual provisions of these General Terms and Conditions should become ineffective or void, the effectiveness of the other provisions remain intact. Moreover, legal regulations shall apply.