



# KAISERHOF

Tradition seit 1889

## General terms and conditions

### **I. Scope of applicability**

1. These general terms and conditions govern all contracts relating for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel (Central Hotel Kaiserhof) to the customer in this context.
2. The customer's general terms and conditions shall apply only if these are previously expressly agreed.

### **II. Conclusion of contract**

1. The hotel and the customer are the contracting parties. The contract shall come into force upon of the hotels offer. At discretion, the hotel may confirm the room reservation in written form
2. Several customers are liable as total debtor.
3. The hotel's prior consent in written form is required if rooms provided are to be sublet or rented to a third party, or used for other than lodging purposes, whereby § 540, paragraph 1, sentence 2, German Civil Code is waived insofar as the customer is not a consumer. Events with political character have to be marked at the registration as those.

### **III. Services, prices and payment**

1. The customer is obligated to pay the agreed or applicable hotel prices for rooms provided or other services accepted. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses.
2. The hotel is entitled to require a deposit of 30 € per booked hotel room and day for other services. At departure the deposit will be offset.
3. The agreed prices include all taxes and local taxes in effect at the time of the conclusion of contract. If the statutory value added tax is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if four months have been passed between the conclusion and fulfillment of the contract. The hotel can raise the contracted prices to a maximum of 5%.
4. Hotel invoices not stating a due date are payable directly after receipt of the invoice without deduction. The hotel can demand immediate payment of debt due from the customer. Unless there is no agreed prepayment, the customer has to pay the requirements at arrival or the beginning of the service without deduction. Other services, claimed during the stay, have to be paid at departure without deduct. For a stay of more than three days, the hotel is entitled to charge the customers for other services, during the stay.
5. The invoice of an event will be made according to the registered participants based on the booking confirmation. The customer is obligated, up to 48 hours prior event begins, to announce exceeded or fallen below of the registered participants up to 5%, otherwise the customer has no right of provision of the outgoing covers or a deduction of the contracted total price.
6. The customer may only offset with undisputed or legally valid claims.

#### **IV. Withdrawal of the customer, cancellation**

1. The customer can only withdraw from the contract concluded with the hotel, if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists or if the hotel gives explicit consent to the withdrawal. Without agreement the customer is obligated to pay the contracted services.
2. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in written form.
3. Basically, unless noted in the contract otherwise, are cancellations or withdrawals of contracted services possible according to following regulations:
  - a. *Hotel rooms*  
A free cancellation is possible up to 3 months prior the arrival date. For later cancellations 90% of the room rate will be charged for compensation.
  - b. *Event rooms / apartments "Lister Meile"*  
A free cancellation is possible up to 28 days prior the contracted arrival. For later cancellations 80% of the contracted room rent will be charged for compensation.
  - c. *Catering*  
Booked catering, with or without other services, can be cancelled 48 hours prior event begins. Later cancellations will be charged by the total amount for compensation.
4. The customer is free to prove that no damage has occurred or that the damage is less. The hotel must credit the income from renting the rooms to other parties as well as saved expenses.

#### **V. Arrival and departure / room provision**

1. The customer has no right of the provision of a specific room.
2. The check in at the arrival date is possible from 3 p.m..
3. Check out at the departure date is until 11 a.m.. The hotel can charge 50% of the room rate by late check out until 3 p.m., 100% by check out after 3 p.m.. Contracted claims of the customer will not justify.
4. Refunds or deducts for agreed but not used services is impossible.

#### **VI. Withdrawal of the Hotel**

1. If an agreed prepayment is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract and declaration of claims for damages.
2. Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if force majeure or other circumstances beyond the hotels control render the fulfillment of the contract is impossible.
3. The justified withdrawal by the hotel constitutes no claims for damages for the customer.

#### **VII. Obligations of the customer**

1. The customer is liable for damages, resulting during the contract duration, in or on the provided rooms.
2. In case of a different use, of the provided rooms, as agreed, the hotel is entitled for a dismissal, without a period of notice, of the contract; there is no right of deduction of the agreed amount.
3. Animals are just allowed in case of a prior agreement of the hotel and with an extra charge.

4. At events or conferences it is not allowed to bring or sell your own food and beverages. It entitles the hotel for dismissal without a period of notice.
5. The customer is allowed, just with prior agreement of the hotel, to use the hotels logo or trademarks for the promotion of the Event. If the hotel cancelled the contract, the customer has to stop the promotion for planned event at this day.

### **VIII. Liability of the Hotel/limitation**

1. The hotel is 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 to a breach of a statutory representative or employee. Further claims of damage are, if not otherwise regulated in the terms and conditions, out of the question.
2. The hotel is liable to the customer for property brought in to the hotel in accordance with the statutory provisions up to one hundred times the room rate, not to exceed 3,500 € and up to 800 € for cash, securities and valuables.
3. Claims of damages from wake up calls are out of question.
4. After an event, the food is not intended for consumption. Take away is at your own risk.
5. The hotel will only send lost property on demand and at the customers own expense. Furthermore we reserve the right, to pass on the lost property to a responsible lost-property-office.
6. 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 or damage to motor vehicles parked or maneuvered on the hotels property, nor the contents thereof, excepting cases of intent or gross negligence. Nr. 1 of this paragraph shall apply respectively.
7. All claims against the hotel expire in one year. The beginning depends on § 199, German Civil Code. Claims for damages expire even without notice after five years. This does not apply for claims based on cases of intent or gross negligence.

### **IX. Final provisions**

1. Amendments, supplements to the contract and verbal agreements will only take effect, if confirmed by the hotel in written form.
2. Place of performance and payment is the location of the hotel (Hannover).
3. Exclusive jurisdiction in commercial transactions is the location of the hotel (Hannover). The same applies, if the customer has no general jurisdiction in Germany.
4. The contract is governed by and shall be construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and Conflict law are precluded.

5. Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.