



Standard Terms and Conditions

For the accomodation contract at the hotel

I. Scope of application

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all other associated services provided by the Best Western Hotel Halle-Merseburg and the customer (hereinafter referred to as the "customer"; the hotel and the customer are hereinafter also referred to jointly as the "parties").
2. The customer's general terms and conditions shall only apply if the hotel has expressly confirmed their application to the customer in writing in advance.

II. Conclusion of contract, contracting party

1. Offers of the hotel are subject to confirmation. The contract shall be concluded by the hotel's acceptance of the customer's application. The hotel is not obliged to confirm the conclusion of the contract in writing.
2. The contracting parties are the hotel and the customer. If a third party has ordered on behalf of the customer, he shall be liable to the hotel together with the customer as joint and several debtors for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.

III. Subletting / type of use; duty of disclosure

1. Subletting or re-letting of the let hotel rooms, premises or areas as well as invitations to job interviews, sales or similar events require the prior consent of the hotel in text form (Section 126b BGB). § Section 540(1) sentence 2 BGB shall not apply in commercial transactions.
2. The customer is obliged to inform the hotel without delay and without being requested to do so, but no later than upon conclusion of the contract, whether the provision of the service, whether due to its political, religious or other character, is likely to give rise to public interest or to impair the interests of the hotel.

IV. Room provision, handover and return

1. The customer does not acquire a claim to the provision of specific rooms, unless the hotel has confirmed the provision of a specific room in writing.
2. Unless otherwise agreed with the customer, hotel rooms shall be available from 3:00 p.m. on the day of arrival (check-in time). The customer has no right to earlier availability.
3. On the agreed day of departure, the rooms must be vacated by 12:00 noon at the latest (check-out time). If the rooms are not vacated in time, the hotel may charge half the room rate for the

additional use of the room until 6:00 p.m. in accordance with the price list, and 90% of the full room rate in accordance with the price list from 6:00 p.m. onwards. Contractual claims between the hotel and the customer shall not be established by this. The customer is at liberty to prove that the hotel has suffered no damage at all or significantly less damage.

V. Services, prices, payment, set-off, right of lien

1. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
2. The customer is obliged to pay the prices of the hotel applicable or agreed for the provision of the room and the other services used by the customer. This shall also apply to services and expenses of the hotel to third parties arranged by the customer. For the use of services in the normal hotel operation or restaurant area, which requires the provision of staff, the hotel is entitled to charge reasonable surcharges per hour or part thereof after 24:00 hours.
3. The agreed prices include the respective statutory value added tax, as well as any local taxes or duties, insofar as the customer uses the hotel rooms, premises and other services of the hotel for private living and personal needs. Local taxes owed by the guest personally under local law are not included in the agreed prices. If the period between conclusion and performance of the contract exceeds four months and if the price generally charged by the hotel for such services increases after the time of conclusion of the contract, the hotel may increase the contractually agreed price by a reasonable amount, but by no more than 5%. In the event of an increase in the rate of the statutory value added tax applicable at the time of the conclusion of the contract, the gross price of the contractual service shall be increased by the percentage difference of the respective value added tax rates. Accordingly, in the event of a reduction in the rate of statutory value added tax, the gross price shall be reduced by this difference.
4. Settlement shall be made in the currency of the euro. In the event of payment with foreign means of payment, the exchange rate differences and bank charges shall be borne by the party obliged to make payment.
5. Prices may also be changed by the hotel if the customer subsequently requests changes in the number of rooms booked, the hotel's services or the length of stay of the guests and the hotel agrees thereto.
6. Invoices of the hotel without a due date are payable within ten days of receipt of the invoice without deduction. The hotel shall be entitled to charge the respective applicable statutory interest on arrears in the amount of currently 8% or, in the case of legal transactions involving a consumer, in the amount of 5% above the base interest rate. The hotel reserves the right to prove a higher damage, the customer the right to prove a lower damage.
7. The hotel is entitled to demand a reasonable advance payment or security deposit at any time. The amount of the advance payment and the payment dates may be agreed in the contract. In the case of advance payments or security deposits for package tours, the statutory provisions shall remain unaffected.
8. The customer may only offset claims of the hotel against an undisputed or legally established claim.
9. The hotel shall have a lien on all objects brought into the hotel by the customer for its claims, § 704 BGB.

VI. No-show / withdrawal / cancellation by the client

1. Subject to No. 4, the customer's withdrawal from the contract concluded with the hotel requires the hotel's consent in text form, § 126b BGB.
2. Subject to No. 4, the agreed fee shall be paid for rented hotel rooms even if the consent pursuant to No. 1 is not given, the booking is cancelled by the customer or the customer fails to appear. The hotel must take into account the value of the expenses saved as well as the advantages gained from renting the room to a third party. In the event of cancellation, the customer shall be obliged, subject to No. 4, to pay 90% of the contractually agreed price for overnight accommodation with or without breakfast, 70% for half-board and 60% for full-board arrangements. However, the customer shall be at liberty to prove that the hotel has suffered no or significantly less damage.
3. If the hotel and the customer have agreed on a date for withdrawal from the contract free of charge, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right to withdraw from the contract shall expire if he does not exercise his right to withdraw from the contract in text form vis-à-vis the hotel by the agreed date, unless there is a case of the customer withdrawing from the contract in accordance with Clause 4.
4. The above clauses shall not apply in the event of a breach of the hotel's obligation to show consideration for the rights, legal assets and interests of the customer if the customer can no longer reasonably be expected to adhere to the contract as a result or if the customer is entitled to any other statutory or contractual right of withdrawal.

VII. Withdrawal of the hotel

1. If the customer's right to withdraw from the contract free of charge within a certain period of time has been agreed, the hotel shall be entitled for its part to withdraw from the contract within this period of time if there are requests from other customers for the contractually booked rooms and the customer does not waive his right to withdraw upon inquiry by the hotel.
2. If an agreed advance payment or an advance payment demanded above pursuant to clause V no. 7 is not made even after expiry of a reasonable grace period set by the hotel with a threat of refusal, the hotel shall also be entitled to withdraw from the contract.
3. Furthermore, the hotel shall be entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example if
 - a) force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract (e.g. strike or power failure);
 - b) rooms are booked under misleading or false statements of material facts, e.g. concerning the person of the customer or the purpose;
 - c) the hotel has reasonable grounds to assume that the use of the hotel service may jeopardise the smooth operation of the business, the security or the reputation of the hotel in public without this being attributable to the hotel's sphere of control or organisation;
 - d) the purpose or reason for the stay is unlawful;
 - e) the customer sublets or rents out the rooms provided or uses them for purposes other than accommodation without the hotel's prior written consent.
4. The hotel's right to claim damages shall not be affected by the withdrawal.

5. In the event of justified withdrawal by the hotel, the customer shall not be entitled to claim damages.

VIII. General liability of the hotel, limitation periods

1. The liability of the hotel for its own fault and the fault of its vicarious agents is limited to intent and gross negligence. This limitation of liability shall not apply to claims arising from product liability, a guarantee assumed by the hotel and such claims based on injury to life, limb or health and a breach of so-called cardinal obligations, i.e. obligations compliance with which is indispensable for achieving the purpose of the contract and compliance with which the customer may rely on. In the latter case, however, liability is limited to compensation for typical, foreseeable average damage.
2. Should disruptions or defects in the hotel's services occur, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to him in order to remedy the disruption and to minimise any possible damage.
3. The hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions, i.e. up to one hundred times the room rate for one day, up to a maximum of € 3,500, and for money, securities and valuables up to € 800. Money, securities and valuables up to a maximum value of € 800 may be kept in the room safe and up to € 20,000 in the hotel safe. The hotel recommends making use of this possibility. Liability claims expire unless the customer notifies the hotel immediately after becoming aware of the loss, destruction or damage (§ 703 BGB). Any further liability on the part of the hotel shall be governed by the provisions of No. 1 above.
4. Insofar as a parking space is made available to the customer in the hotel garage or in a hotel car park, whether free of charge or for a fee, this shall not constitute a safekeeping contract within the meaning of §§ 688 et seq. BGB (German Civil Code). The hotel shall not be liable for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and their contents, except in the case of intent or gross negligence. Point 1 above shall apply accordingly.
5. Wake-up calls shall be carried out by the hotel with the utmost care. Claims for damages not based on intent or gross negligence are excluded.
6. Messages, mail and consignments of goods for the guests shall be handled with care. The hotel shall undertake the delivery, safekeeping and - on request - forwarding of the same against payment. No. 1 above shall apply accordingly.
7. The limitation of claims of the customer shall be governed by the statutory provisions. In deviation from § 195 BGB (German Civil Code), the limitation period for all claims of the customer shall be one year. Notwithstanding § 199 para. 3 no. 1 and para. 4 BGB, claims for damages and other claims shall become statute-barred five years after they arise, irrespective of knowledge or grossly negligent ignorance. The above exceptions do not apply to claims for damages due to injury to life, limb or health or if the hotel is guilty of intent or gross negligence.

IX. Lost property

Items left behind will only be forwarded on request and on payment of the costs. The hotel keeps items left behind for six months. After this full stop, the items will be handed over to the local lost property office.

X. Final provisions

1. Amendments or supplements to the contract or these terms and conditions for hotel accommodation must be made in text form to be effective. Unilateral amendments or supplements by the customer are invalid.
2. The place of performance and payment shall be the registered office of the hotel.
3. The exclusive place of jurisdiction - also for disputes regarding cheques and bills of exchange - in commercial transactions shall be the registered office of the hotel. If a contracting party fulfils the prerequisite of Section 38 (2) of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.
4. The law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws is excluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

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