

General Terms and Conditions for Hotel Accommodation at the Stadthotel Münster

I. Applicability:

1. These General Terms and Conditions of business apply to rental contracts for hotel rooms for lodging, as well as for all other associated goods and services provided by the hotel. For contracts pertaining to the rental contracts for conference rooms, banquet rooms and event rooms to be used for the purpose of holding events such as banquets, seminars, and conferences, as well as for all other associated goods and services provided by the hotel, the General Terms and Conditions for Meetings and Events at the Stadthotel Münster apply.

2. Subletting or reletting the consigned rooms as well as their use for purposes other than lodging requires the prior written consent of the hotel.

3. The contractual partner's own terms and conditions of business do not apply. Furthermore, additional terms and conditions of the customer are excluded unless their applicability has been expressly agreed to in writing prior to the conclusion of the contract for the hotel accommodation.

II. Conclusion of the Contract, Contractual Parties, Contractual Liability; Statute of Limitations:

1. The contract takes effect as soon as the contractual partner has provided written, verbal or tacit confirmation of the contract and the hotel has accepted this.

2. The contractual partners are the hotel and the customer. If a third party makes the booking for the customer, both the third party and the customer are jointly liable for fulfilment of the contractual obligations provided that the hotel has a corresponding declaration to that effect from the third party.

3. If the contractual partner concludes a so-called room allocation contract, the contractual partner is liable for all damages caused by the end-user.

4. Hotel liability is governed according to § 701 – 703 of the German Civil Code (BGB). Furthermore, the hotel is not liable for damages incurred unless the damages occur due to the hotel's intentional or grossly negligent breach its obligations. This limitation of liability does not apply to damages incurred due to loss of life, bodily injury or damage to the health caused by the hotel.

5. Insofar as the customer is provided with a parking spot in the hotel parking garage or in a hotel parking lot, even if for a fee, this in no way results in a safekeeping agreement for the car. The hotel is not responsible for theft or damage of the vehicle or its contents unless damages occur due to the hotel's intentional or grossly negligent breach its obligations.

6. Wake-up calls are carried out with the utmost care by the hotel. Claims for compensation are excluded unless damages occur due to the hotel's intentional or grossly negligent breach its obligations.

7. The standard limitation period for all claims is one year. Regardless of the customer's knowledge or grossly negligent lack of knowledge, all claims come under the statute of limitations 5 years at the latest after their accrual.

III. Services, Prices, Payments, Offset:

1. The provision of rooms is made exclusively for lodging purposes.

2. Unless otherwise agreed upon, the contractual partner is obligated to pay the hotel's stipulated prices according to the valid hotel price list for room rental as well as any further goods and services provided. This also applies to customer requests for hotel services and expenditures made to third parties.

3. The agreed upon prices include the applicable statutory value-added tax. In the event of a legislated change in tax or fee structures, the hotel reserves the right to adjust its prices.

4. Unless other payment terms have been expressly agreed upon, hotel invoices are to be paid in full immediately upon receipt. The customer falls into arrears when payment has not been made within 10 days after receipt of the invoice.

5. Upon the conclusion of the contract or thereafter, the hotel has the right to demand an appropriate advance payment or security deposit amounting to the agreed upon room rate and to additionally booked goods and services.

6. The customer can only offset claims from the hotel with undisputed or legally binding claims.

IV. Room Provision, Check-in, Check-out:

1. The customer does not have the right to be provided with a specific room.

2. Booked rooms are available to the customer for check-in from 3pm on the agreed upon day of arrival. The customer does not have the right to an early check-in.

3. On the agreed upon day of departure, hotel rooms must be cleared out by 12 noon at the latest. If a customer leaves the room at a later time, the hotel is entitled to charge 50% of the room rate for the use of the room until 2pm; after 4pm, the hotel may charge 100% of the room rate.

V. Rescission of the Customer (Cancellation):

1. Customer rescission of the Hotel Accommodation Contract must be done in written form and requires the consent of the hotel. If this does not take place, the agreed price stated in the contract must be paid even if the customer does not make use of the services agreed upon in the contract.

2. For services not utilised by the customer, the hotel must offset any income arising from third party use as well as saved expenses. The customer is at liberty to prove to the hotel that no losses have been incurred or that the losses incurred are less than the rate being charged.

Cancellation Policy for Group Bookings (7 or more rooms)

When a group of rooms has been booked, the following cancellation periods apply:

Up to 56 days prior to the day of arrival:

Cancellation of the booked services is 100 % free of charge.

Between 55 and 28 days prior to the day of arrival:

Cancellation of the booked services is 50 % free of charge.

Between 27 and 14 days prior to the day of arrival:

Cancellation of the booked services is 20% free of charge.

Between 13 days and 7 days prior to the day of arrival:

Cancellation of the booked services is 10% free of charge.

Between 6 and 2 days prior to the day of arrival:

Two rooms can be cancelled free of charge.

Up until 6pm on the day of arrival:

Two additional rooms can be cancelled free of charge.

3. Calculation of the cancellation fees:

The hotel is entitled to invoice those costs incurred by the hotel which are to be paid by the customer. The customer is responsible for paying 90% of the agreed upon room rates with or without breakfast. In the event of a no-show or early departure in which there is no possibility of otherwise renting out the room(s), the hotel is entitled to charge 90% of the agreed upon room rate with or without breakfast.

VI. Rescission of the Hotel:

1. Provided that the customer has written permission to the right of withdraw from the contract, the hotel is also entitled to withdraw from the contract during the agreed upon withdrawal period when other customers have submitted enquiries for the same rooms and the customer will not relinquish his right of withdrawal from the contract.

2. If an agreed upon advance payment has not been made even after an appropriate grace period offered by the hotel has expired, the hotel is entitled to rescind the contract.

3. Furthermore, the hotel is entitled to withdraw from the contract for justifiable reasons, such as when:

- force majeure or other circumstances for which the hotel is not responsible make the fulfilment of the contract impossible;
- rooms are booked under misleading or false information about essential details, e.g. with respect to the identity of the customer or the purpose of the room rental;
- the hotel has justified reason to believe that the use of the hotel service can endanger the smooth operation, security or public reputation of the hotel, without this being the fault of the ownership or organisation of the hotel.

4. The hotel must inform the organiser immediately about its rescission of the contract and the reasons for this. Any advance payments made must be immediately reimbursed.

VII. Commission/Voucher:

1. Commission (10%) is only paid if requested and after written agreement.

2. Vouchers are only accepted after previous enquiry by the travel agency.

VIII. Final Clause:

1. The sole place of jurisdiction for commercial transactions – also for disputes concerning cheques and bills of exchange – is the hotel's registered office. Provided that the contractual partner complies with the requirements of Article 38 § 2 of the German Code of Civil Procedure (ZPO) and has no general place of venue within the country, the place of jurisdiction is the hotel's registered office.

2. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be invalid or incorrect, the validity of the remaining provisions shall not be affected.

3. The entrepreneur does not commit himself to take part in dispute settlement proceedings of a consumer arbitration board.