

General Terms and Conditions of Derag Livinghotels AG + Co. KG

I. Scope of Applicability

1. The following General Terms and Conditions apply to all contracts insofar as these fulfill the terms for General Terms and Conditions under the German Civil Code. These General Terms and Conditions must be displayed clearly (especially in the reception area) and in view of all those entering the hotel. A copy of them must be handed out to the guest or purchaser upon conclusion of any agreement.
2. These General Terms and Conditions apply particularly to the rental of hotel accommodations as well as all services and deliveries the hotel may provide to the guest.
3. The prior written consent of the hotel is required if rooms provided are to be sublet or rented to other parties or used other than for lodging purposes.
4. The customer's general terms and conditions shall apply only if this are previously and expressly agreed in writing.

II. Conclusion of contract; parties; liability; statute of limitation

1. The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm the room reservation in writing.
2. The parties to the contract are the hotel and the customer. If a third party has placed the order on behalf of the customer, then that party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor together with the customer.
3. The hotel is liable for its responsibilities resulting from the contract. In areas other than the typical provision-of-services category, the hotel's liability is limited to intent and gross negligence.
4. Any claims against the hotel shall be time-barred one year after commencement of the general statute of limitations.
5. This limitation of liability and short period of limitation apply in favor of the hotel even in connection with violations of responsibility during contract initiation and positive violation of contract. They do not apply in cases described under § 309 No. 7 of the German Civil Code.

III. Services, prices, payment, set-off

1. The agreed prices include applicable value-added tax as required by law. If the period between conclusion and fulfillment of the contract exceeds 4 months and if the price generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed price to a reasonable extent but not, however, by more than 15%.
2. The hotel's invoices are payable directly and in full. 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 at the legal rate and to terminate the contract.
3. The hotel reserves the right to prove greater default damages.
4. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and payment dates may be agreed in writing in the contract.
5. The customer may only set-off or reduce a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

IV. Repudiation by customer (cancellation, annulment, no-show)

1. In case of cancellation by the customer, the rate agreed in the contract must be paid even if the customer does not avail himself of the contractual services. This shall not apply with any breaches by the hotel to meet its obligations or if holding to the contract is no longer reasonable.
2. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses.
3. The hotel reserves the right to make a flat-rate deduction for damages. The following cancellation fees apply to "Apartment use of 15 days or longer": cancellation up to 7 days before arrival: no cancellation fee; under 7 days before date of arrival: EUR 50; no-shows: EUR 125. In the "Apartment use of 15 days or longer" category, the hotel is authorized to invoice early departures until the booked date of departure if the customer has not notified the hotel of this change 14 days in advance, but only up to a maximum of 14 days.
4. No-shows in the "Hotel and Apartment Accommodations under 15 days" category will be billed 80% of the price of the first night. Cancellation up to 24 hours before arrival is free of charge.
5. The customer is at liberty to show that the claim mentioned above was not created or that the damages created for the hotel are lower than the amount demanded. The Hotel is likewise at liberty to show that higher damages have occurred.

V. Repudiation by hotel

1. If and to the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of cancellation upon inquiry thereof by the hotel. If an agreed advance payment is not made by the date agreed upon, then the hotel is likewise entitled to cancel the contract.
3. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if
 - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
 - rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose;

- the hotel has justified cause to believe that use of its services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization.
 - The customer is obligated to inform the hotel immediately and without solicitation if the condition of services and/or the event, either due to its political, religious or other character may attract public interest or otherwise affect the interests of the hotel, at the latest, however, at conclusion of contract. Newspaper advertisements, other advertising measures and publications that mention the hotel require the advance written consent of the hotel.
If the customer violates this duty of disclosure or if information is published without the hotel's prior written consent, the hotel has the right to cancel the event.
 - a violation of No. 1, § 3 of these General Terms and Conditions is found to exist.
4. The customer can derive no right to compensation from justified cancellation by the hotel. Claims of the hotel for damages are subject to legal regulations.

VI. Room availability, delivery and return

1. The customer does not acquire the right to be provided with specific rooms.
2. Reserved rooms are available to the customer starting at 2:00 p.m. of the agreed arrival date. The customer does not have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 11:00 a.m. of the agreed departure date. After this time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50% of the full accommodation rate (rack rate) until 6:00 p.m., after 6:00 p.m. 100%. The customer is at liberty to show the hotel that it incurred no or much lesser claim to use damages.
4. If an extension of the length of stay in apartments is desired, a new reservation must be made at the latest by 14 days before the end of the current contract. Tacit extension of the reservation is excluded. If the customer does not vacate the premises according to the provisions of the contract, this shall be considered as unlawful interference with possession. The hotel is authorized to make use of the right of self-redress in taking possession of its apartment as well as to place a lien on any items left by the guest and remove these to storage at the guest's cost and risk.

VII. Liability of the hotel

1. In areas other than the typical provision-of-services category, the hotel's liability is limited to damages, consequential damages or disturbances caused by intentional or grossly negligent breach of obligation - with exception of cases regulated by § 309 No. 7. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum.
2. The hotel is liable to the customer for property brought into the hotel in accordance with the statutory provision; for cash, securities and valuables up to a maximum value of EUR 800. Money and valuables may be stored in the hotel safe. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction or damage (§ 703 German Civil Code).
3. 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 charged. The hotel assumes no liability for loss of or damage to motor vehicles parked or maneuvered on the hotel's property, nor the contents thereof, excepting in cases of intent or gross negligence. This also applies to the hotel's statutory representatives or employees.
4. Wake-up calls are carried out by the hotel with the greatest possible diligence. Claims for damages, except in cases of intent or gross negligence, are precluded.
5. Messages, mail and merchandise deliveries for guests are handled as well with the greatest possible diligence. The hotel will deliver, hold and for a fee forward such items - on request. Claims for damages, except in cases of intent or gross negligence, are precluded.
6. Objections against telephone bills can only be raised within one month after their receipt.

VIII. Final provisions

1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions must be made in writing. Any changes or modifications must be made in writing as well. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the hotel's registered office.
3. In the event of dispute, the courts at the location of the hotel's registered office shall have exclusive jurisdiction. Insofar as a Contract Party has no general venue within the country, the courts at the location of the hotel's registered office shall have jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.