# **TERMS AND CONDITIONS**

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Deutsches Haus Hotel- und Gaststätten-Betriebs-GmbH

(hereinafter referred to as the Hotel)

Effective: 01.04.2018

§ 1

A contract between the customer and the Hotel is formed as soon as the Hotel confirms and thereby commits to providing booked rooms, conference facilities, or other services, whether orally or in writing. A reservation constitutes a booking. The contract is concluded in the manner in which it was agreed. A written confirmation is required in every case, and the content of this confirmation is considered binding without the possibility of unilateral termination of the contract. The identity of our contracting party is determined by their designation in the confirmation letter. If there are inaccuracies in the representation of authority, this must be reported immediately in writing. Furthermore, we recommend purchasing travel cancellation insurance.

§ 2

Pre-reservations, contingencies, and option reservations are binding for both parties. Definitive dates must be finalized by the agreed expiration date. If this does not occur, pre-reservations, contingencies, and option reservations become void.

§ 3

Hotel rooms and the guest house are available from 2:00 PM on the day of arrival (or as otherwise agreed) until 10:00 AM on the day of departure (or as otherwise agreed). Unless a later arrival time has been explicitly agreed upon, the Hotel reserves the right to reassign rooms after 6:00 PM.

§ 4

Conference and event rooms are available to the organizer at the agreed times. If extended use is required, the Hotel must be notified promptly.

§ 5

The Hotel endeavors to provide specific event spaces and rooms as agreed. If this is not possible, the Hotel reserves the right to make short-term changes without triggering claims for damages.

§ 6

Cancellations must be made in writing. Since cancellations and changes involve significant costs for the Hotel, the following conditions apply: 100% of the agreed service price in case of cancellation within 3 days (unless otherwise agreed in the booking confirmation). The amount is due upon notification of cancellation. This regulation applies both to hotel room bookings for single and double rooms, as well as to conferences and other events of any kind. The Hotel will make efforts to reassign unused reservations. If this is successful, no costs will be incurred by the customer. If not, the cancellation policy outlined above applies.

#### § 7

Group bookings refer to reservations of 5 or more rooms, either single or double. Changes and cancellations must be made in writing. A free cancellation is possible up to 56 days (2 months) before arrival and must be made in writing. After this period, the following cancellation fees apply: 80% of the agreed service price for overnight stays with breakfast, 70% for overnight stays with half board, 60% for overnight stays with full board (unless otherwise agreed in the booking confirmation). Depending on the scope of changes, these price adjustments may apply. There is no entitlement to the original price agreement. The amount is due upon cancellation. The Hotel will make efforts to reassign unused reservations. If this is not possible, the cancellation policy outlined above applies.

# § 8

If the number of participants changes for events, this can be done without charge if notified 2 days in advance. For special menu orders, the change deadline is 7 days in advance.

# § 9

The customer, as the organizer, is liable for the payment of any services used by participants, as well as for any damages to the hotel's inventory.

#### § 10

Our hotels are non-smoking hotels. Smoking is prohibited in both public areas and guest rooms. Smoking is only permitted in designated areas. In case of violation, the Hotel has the right to demand compensation from the guest for additional cleaning costs, including any lost revenue from an un-rentable room due to the violation. This compensation amount is based on the actual costs incurred and may be adjusted higher or lower if the Hotel can prove a higher or the guest a lower damage.

#### § 11

The misuse of emergency facilities is punishable by law! Negligently or intentionally triggering false alarms will result in severe criminal consequences and substantial civil claims for damages. The hotel guest or their guardian is fully liable for the intentional or negligent triggering of the Hotel's alarm systems (e.g., fire alarm system). The malicious damage of fire protection equipment, such as deactivating room alarms, is registered and documented by the fire alarm center. The costs for repairing the damaged components will be charged to the responsible party.

#### § 12

Bringing pets requires the Hotel's approval. The guest must inform the Hotel in advance if they wish to bring one or more pets. If the Hotel approves bringing pets, this is on the condition that the pets remain under the guest's constant supervision, are free of diseases, and do not pose any danger to other guests or the Hotel staff. Pets are not allowed in the breakfast area or the Hotel's event rooms. However, guide dogs, hearing dogs, or other comparable service animals are permitted to be brought at any time and free of charge.

#### § 13

Invoices are due for payment without deduction upon receipt.

# § 14

If the customer claims a fixed price agreement or special price arrangements differing from the Hotel's usual price list, they bear the burden of proof. If the time between reservation and event is more than 6 months, the price valid at the time of the event applies.

# § 15

The Hotel endeavors to promptly resolve any technical defects. However, no reduction in the agreed service price is possible due to such defects. For loss and/or damage to items brought in, the Hotel is liable according to legal provisions. Liability for guest vehicles of any kind, regardless of legal grounds, is excluded as far as permissible. Damages and extreme soiling of the Hotel's inventory may be separately charged in individual cases. The burden of proof lies with the Hotel in such cases.

#### § 16

All agreements between the customer and the Hotel must be made in writing or confirmed in writing. Oral side agreements have no binding effect.

#### § 17

The place of performance is Munster, and the court of jurisdiction is Soltau. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.