



GTC Hotel Harmonie Köln - Accommodation General Terms and Conditions of the Classic Hotel Harmonie Köln – Accommodation

I. Application Categories

1. These Terms and Conditions apply to contracts concerning the rental of hotel rooms for accommodation and to all associated additional services and deliveries of the Hotel (hereinafter referred to as Hotel) to the customer.
2. Any subletting or re-letting of the rented rooms, as well as their use other than for accommodation require the prior written approval of the Hotel, whereby § 540 (1) No. 2 of the Civil Code (BGB) is overridden, as far as the customer is not the consumer.
3. The customer terms and conditions apply only if the parties have agreed on this in writing.

II. Conclusion of the Contract, Partner, Statute of Limitations

1. The contract will come into effect on the Hotel's acceptance of the customer's request. The Hotel is not obligated to confirm the room booking in writing.
2. Contracting parties are the Hotel and the customer. If a third party has ordered for the customer, this party is jointly liable with the customer to the Hotel for all obligations arising from the hotel accommodation contract, provided that a declaration by the third party has been presented to the Hotel.
3. All claims against the Hotel remain in effect strictly for one year from the beginning of the statutory limitation period. Compensation claims will become time-barred notwithstanding knowledge after five years. The shortening of the period of limitation does not apply for claims which are based on gross negligence or intent by the Hotel.

III. Services, Prices, Payment, Set-off

1. The Hotel is obligated to have the hotel rooms booked by the customer available and to render the agreed services.
2. The Customer is obligated to pay the Hotel's applicable or agreed prices for the provision of accommodation and services.
3. The Hotel can make changes to the agreement on later request by the customer with regard to the number of booked rooms, the services to be provided by the Hotel or the

guests' length of stay, dependent on an increase of price of the room and/or other services provided by the Hotel.

4. Invoices issued by the Hotel without due dates become due with no deduction seven days after receipt of the invoices. The Hotel may require immediate payment of the amount due by the customer at any time. In the event of default, the Hotel is entitled to demand interest of 8%, and for legal transactions that involve a consumer, an interest of 5% over the basic rate.

The Hotel reserves the right to prove that the loss incurred was greater.

5. The Hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract by the customer. The amount of the advance payment and payment dates may be agreed in writing in the contract.

6. In justified cases, such as customer payment arrears, the Hotel is entitled to demand an advance payment or security up to the full agreed remuneration, even after conclusion of the contract, until the beginning of the customer stay.

7. Furthermore, the Hotel is entitled to demand this reasonable advance payment or security at the beginning and during the customer stay, within the terms of no. 6, for existing and future contractual demands, as far as they have not already been rendered in accordance with nos. 5 or 6.

8. The customer may set off, reduce, or exercise the right of retention of a claim against payments due to the Hotel only if such a claim is undisputed or has been finally and absolutely ascertained by a court.

IV. Withdrawal of Contract/Cancellation by Customers/Failure to Appear (No Show)

1. Withdrawal from the contract concluded with the Hotel by the customer requires the written consent of the Hotel. If this does not take place, the agreed contracted price is to be paid even though the customer had not received the contractual services. In this case, the corresponding invoice will be emitted. The above figures do not apply in the event of a breach of the Hotel's obligation to respect the rights, legal assets and interests of the customer, if it can no longer reasonably be expected that the customer adheres to the contract, or if the customer is otherwise entitled to a contractual right of withdrawal.

2. If between the Hotel and the customer a date was agreed in writing concerning the cancellation of the contract, the customer can withdraw from the contract up to this date, without releasing claims for payment or compensation by the Hotel. The customer's right of withdrawal expires if he/she does not exercise the right to withdraw in writing to the Hotel before the agreed date, as a cancellation case according to clause IV. No. 1 sentence 6 is not given.

3. The Hotel must allow the value of the expenditure saved and any benefits obtained from an alternative rental of the hotel room to be deducted from the agreed consideration. If the rooms are not otherwise rented, then the Hotel can request the contractually agreed remuneration and include the deduction for saved expenditures by the Hotel. In this case, the customer is obligated to pay at least 90% of the contractually agreed price for accommodation. The customer may, however, provide evidence that the Hotel did not incur any loss whatsoever in the requested amount.

V. Withdrawal by Hotel

1. If it was agreed in writing that the customer has a right of withdrawal within a specified period without cost, the Hotel is also entitled to withdraw from the contract within such period if other customers have asked for reservations for the contractually booked rooms and facilities, and the customer does not waive the right of withdrawal when requested by the Hotel.
2. If an agreed or (according to clause III No.6. and/or 7) requested advance payment or service has not been rendered, the Hotel will also be entitled to withdraw the contract.
3. The Hotel will also be entitled to withdraw the contract for a legitimate reason, for example, if: Force majeure or other circumstances for which the Hotel is not responsible make the performance of the contract impossible Misleading or false statements concerning major facts, such as facts pertaining to the guest or the purpose, are made when booking rooms The Hotel has reason to believe that provision of the Hotel's services might endanger the smooth operation, the security or the reputation of the Hotel without this being attributable to the Hotel's sphere of control or organisation. A violation of above Clause I No. 2 exists.
4. The customer is not entitled to compensation in the event of a justifiable withdrawal of contract by the Hotel.

VI. Provision, Handover and Return of Rooms

1. The customer does not have entitlement to provision of specific rooms.
2. Booked hotel rooms are available on the date of arrival after 15:00. The customer is not entitled to an earlier check-in time.
3. On the date of departure, the rooms are to be vacated by 12 noon at the latest. If the rooms are not vacated in due time, the Hotel may charge 50% of the rate for the room as shown in the pricelist for the additional use of the room until 15:00 and 100% after 15:00. Contractual claims of the customer are thereby not justified. The customer may, however, provide evidence that the Hotel did not incur any loss whatsoever or a substantially lower loss.

VII. Liability of the Hotel

1. The Hotel is liable with the diligence of prudent businessman for its obligations in the contract. Claims of the customer for compensation are excluded. This limitation of liability is not applicable to claims arising from injury to life, body or health, when a breach of so-called cardinal duties is incurred by the Hotel and other damages which are caused by intent and gross negligence of the Hotel's cardinal duties. A breach of duty by the Hotel ranks pari passu to those of a legal representative or an executing aide. If errors or deficiencies in the services of the Hotel should arise, the Hotel will aim to take remedial action with the knowledge or on immediate complaint of the customer. The customer is obligated to make reasonable contribution to eliminate the error and to reduce possible damage.
2. The Hotel is liable to the customer for property brought into the Hotel under the provisions of statutory law, for a value of up to 100 times the room price, 3,500€ maximum, and up to 800€ for money, securities and objects of value. Money, securities and objects of value up to a value of 7,500€ may be stored in the Hotel safety deposit box. The Hotel recommends making use of this option.

3. If a parking space in the hotel parking lot is made available to the customer – regardless of whether or not it is provided free of charge – this does not constitute a safekeeping contract. The Hotel is not liable for loss of or damage to the vehicle parked or driven on its premises or its contents except in the event of intent or gross negligence. This applies also to executing aides of the Hotel. The above point 1. numbers 2 to 4 apply accordingly.

4. The Hotel carries out wake-up calls with the greatest care. Messages, post and shipments of goods for Customers are handled with care. The Hotel will deliver, hold and – on request – forward such items subject to a charge. The above point 1. numbers 2 to 4 apply accordingly.

VIII. Final Provisions

1. Any amendments or additions to the contract, the acceptance proposal or these Terms and Conditions concerning the renting of hotel rooms must be made in written form to be valid. Un-agreed changes made by the customer are null and void.

2. Place of performance and payment is the registered office of the Hotel.

3. Exclusive area of jurisdiction – also for lawsuits concerning cheques and bills of exchange – is, for commercial transactions, Düsseldorf. If a contracting party fulfils the condition of § 38 clause 2 of ZPO and presents no general area of jurisdiction in Germany, the registered office of the hotel is considered as area of jurisdiction.

4. The laws of the Federal Republic of Germany apply. The application of the Convention on the International Sale of Goods and the conflict of laws are excluded.

5. Should individual provisions of these Terms and Conditions be invalid or void, this does not affect the validity of the other provisions. The same applies in the case of an inadvertent regulation gap. In all other respects the law applies.