

# GENERAL TERMS AND CONDITIONS OF THE HOTEL ACCOMMODATION CONTRACT

Mercure Hotel Frankfurt City Messe, as at May/01/2018

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### I. SCOPE

1. These General Terms and Conditions apply for the Hotel Accommodation Contract (comprises and replaces the following terms: lodging contract, customer reception contract, hotel contract, rooms contract, hotel room contract; hereinafter referred to as ("Contract") as well as all other services and supplies rendered to the customer (comprises and replaces the following terms: guest, ordering party, renter, tour operator, agent) by the Mercure Hotel Frankfurt City Messe (hereinafter referred to as "Hotel") with the following trade names:

#### Headquarter

Millennium NWZ GmbH  
Rossertstraße, 4  
61449 Steinbach/ Ts.

Mercure Hotel Frankfurt City Messe  
Duesseldorferstrasse, 20  
60329 Frankfurt am Main

2. Deviating terms, also to the extent included in the General Terms and Conditions of the Customer, shall not apply unless expressly approved by the Hotel in writing.

### II. CONCLUSION OF THE CONTRACT, LIMITATION

#### ----- Privacy Policy -----

1. *By entering into the contract, you agree that personal data will be processed for the purpose of executing the resulting hotel accommodation contract. The relevant information can be found in the following [privacy policy under https://mercure-frankfurtcity.com/en/data-protection](https://mercure-frankfurtcity.com/en/data-protection). According to §15-18 DSGVO you have the right to information, correction, deletion, and restriction of your personal data. In addition, you can make use of your right of objection at any time without stating reasons and amend or revoke the given declaration of consent with effect for the future. There are no costs for you.*

2. In principle, the relevant contract comes into existence following a verbal or written request by the Customer and on acceptance by the Hotel. The Hotel shall be free to accept the request in writing, verbally, in text form (email, fax) or de facto by providing the service.

3. Contractual partners are the Hotel and the Customer. If a third party has made the reservation on behalf of the Customer, this party shall be liable vis-à-vis the Hotel jointly and severally with the Customer for all obligations resulting from the Contract if the Hotel is in possession of a corresponding declaration given by the third party. Independent there from, any Ordering Party is obliged to pass on all booking related information to the Customer, in particular the present General Terms and Conditions.

4. If the Customer makes a group booking, this will result in a "quota contract". The quota contract overrides and supplements of these terms and conditions. Under this quota contract, the Customer shall be liable for all damage culpably caused by the end user.

5. A group booking exists when a Customer books more than five rooms in a hotel during the same period or for the same event, whether the bookings are made together or separately. The booking method used to make a group booking is immaterial. The booking can be made in person, by telephone, by fax, by e-mail, in writing, on the hotel's website, through agents (e.g. online portals) or in other ways.

6. Sub- and re-leasing of rooms as well as their usage for purposes other than accommodation require the prior written consent of the Hotel.

7. Bookings can only be done by contractually capable people.

8. All claims against the Hotel prescribe fundamentally in one year from the beginning of the regular prescription period of § 199 Para. 1 BGB [German Civil Code] dependent on knowledge. Claims for compensation for damages prescribe irrespective of knowledge in five years from the time of the damaging event. The prescription period is not shortened in the case of claims based on an intentional or grossly negligent breach of obligation by the Hotel or its persons assisting in the performance of obligations, or injury to life, body or health.

9. Adherence to the most up-to-date version of the House Rules is stipulated in this contract. These can be requested at the hotel.

### III. SERVICES, PRICES, PAYMENT

1. The Hotel is obliged to have the booked rooms available according to the present General Terms and Conditions and to fulfill the services agreed upon.

2. The Customer is obliged to pay the prices applying to or agreed on for the provision of accommodation and additional services the Customer has made use of, respectively booked. This also applies to services and expenses of the Hotel vis-à-vis third parties incurred for performances rendered upon the Customer's request.

3. The prices agreed include the applicable statutory Value Added Tax.

3.1. Changes, increase or decrease or deletion of Value Added Tax (VAT) or local bed tax or equivalent shall be effected in accordance with the then applicable determination. This is subject to consumption type and the date of closure of the contract.

4. The Hotel is by virtue of important reasons fully entitled to accommodate the Customer in another hotel with comparable standards and services for the price agreed without recourse if the accommodation in the booked hotel is not possible.

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5. Where the Customer has booked within a period in which a trade fair, major event or the like is taking place and the timing of such event is changed after conclusion of contract for reasons beyond the Hotel's control, the contract shall apply to the new period of time if the Hotel is able to provide the agreed services at that time. The Hotel shall inform its Customer within a reasonable period as to whether it can meet its obligations. If the service cannot be provided, especially in the event that the rooms booked are already let to third parties for the new time period, the parties may withdraw from the contract without giving reasons. Assertion of claims against the respective other party is excluded. This shall not apply in respect of payments already made; these shall be refunded or credited.

6. In case the period between the conclusion and performance of the Contract exceeds four months, and if the prices usually charged by the Hotel for such services have increased in the meantime, the Hotel may increase the contractually agreed price accordingly, but, by no more than the market place price level. In this case, the Customer is entitled to revoke the Contract.

7. If the customer later requests a reduction in the number of rooms booked, the hotel services required or the length of stay, the hotel may make its consent to the change conditional on an increase in the price charged for the room and/or other hotel services.

8. The Hotel is entitled to request, on the conclusion of the Contract or later, an advance payment or security deposit in the form of a credit card guarantee. The amount of the advance payment and its due date may be agreed upon in the Contract, in writing.

- a) Please note: During check-in your credit card details for safety/guarantee or a cash deposit of at least 30.00 EUR per person, per night is required.

9. In reasonable cases, e.g. if the Customer is in arrears with the Hotel's payments or extension of the contract scope, the Hotel is entitled to request an advance payment or security deposit respectively the increase of the contractual advance payment or security deposit up to the full agreed payment, also after the conclusion of the Contract.

10. If the Customer uses a credit card to pay for products for which the Hotel requires payment in advance (e.g. guaranteed bookings or standard orders requiring advance payment) without physically presenting the card (e.g. on the phone or internet), the Hotel shall not grant the Customer the right to cancel said charges with the credit card company.

11. The total amount, less potential deposits, as detailed in an itemized bill, is due upon arrival unless otherwise arranged beforehand.

12. Moreover, the Hotel is entitled to call and declare as due claims accruing during the Customer's stay by issuing an interim invoice and requesting immediate payment.

13. For group bookings of more than 5 rooms, a deposit in the amount of 20 per cent of the total booking price is due four weeks after receipt of booking confirmation unless otherwise arranged beforehand.

The remaining amount is due four weeks before arrival, without any payment reminder on the part of the Hotel, unless otherwise arranged beforehand. In case of group bookings made on short notice within four weeks of arrival or event date, the bill must be paid in full immediately upon receipt of booking confirmation. The deposit can be made either through credit card payment or bank transfer.

14. The Hotel accepts assumptions of costs only for an amount of 500.00 EUR at maximum per stay. Further the Hotel is entitled to perform a credit check. For security reasons, the Hotel requires a security deposit in the form of a valid credit card guarantee. An invoice will be issued to the address stated on the declaration form, after the stay of the guest. Only fully completed forms of the Hotel with the company's respective agency's/institution's stamp will be accepted. The Hotel reserves the right to decline declarations of assumption of costs in particular cases.

15. Separate confirmations for visa requests will be only issued after a full prepayment of the total booking amount. Normally, the service is made by fax to the accordant embassy. For this service a fee in the amount of 10.00 EUR applies, which is payable together with the prepayment and which is not refundable under any circumstances even if the visa request should be refused by the embassies, consulates, or visa processing agencies concerned.

16. Upon receipt, invoices issued by the Hotel shall become payable immediately without deduction. The Customer shall be in default at the latest upon failure to pay within 14 days after the receipt of an invoice. In the case of default of payment, the Hotel is entitled to charge consumers interests in the amount of 5 per cent above the base rate. For business transactions, the default interest rate is 8 per cent above the base rate. The Hotel reserves the right to prove a higher damage. For each dunning letter sent after default occurs, the Hotel may charge a reminder fee of 5.00 EUR.

17. The Customer shall be entitled to a set-off or a reduction respectively to exercise the right of retention as against a claim of the Hotel with only undisputed or unappeasable legally binding claims.

### **IV. REVOCATION BY THE CUSTOMER (CANCELLATION) / FAILURE TO TAKE ADVANTAGE OF SERVICES BOOKED (NONARRIVAL / "NO SHOW")**

1. The Hotel grants to the Customer the right to revoke the Contract at any time. In this respect, the following provisions shall apply:

2. Individual bookings for up to 5 rooms can be cancelled free of charge until 4 p.m. on the day of arrival, unless otherwise agreed. In case of a cancellation after 4 p.m. on the day of arrival or in case of no show, the Hotel is entitled to compensation. The lump sum to be paid in cases of revocation is 90 per cent of the first night.

3. For group bookings of 5 rooms or more any cancellations are permitted free of charge up to 6 weeks (42 days) before the expected day of arrival. For cancellations made after this deadline, the following cancellation fees apply; these fees also apply for bookings made within this term:

- b) 30 per cent of the agreed-upon total price will be due for written cancellations or reductions made 42 to 29 days before expected arrival
- c) 50 per cent of the agreed-upon total price will be due for written cancellations or reductions made 28 to 15 days before expected arrival
- d) 90 per cent of the agreed-upon total price will be due for written cancellations or reductions made 14 or less days before expected arrival

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4. Booked meals can be cancelled free of charge until 4 days prior to arrival. Thereafter, a cancellation fee of 90 per cent of the agreed-upon total price applies.

5. The above provisions on the compensation shall apply if no other regulations have been declared in the Contract. Other regulations may apply for bookings during special dates like fairs or holidays and for certain promotional offers like but not limited to advance purchase rates.

5.1. During exhibition days, unless otherwise agreed, a full deposit is required and reservations cannot be canceled free of charge. In case of cancellation or no-show the hotel will raise a cancellation fee of 90 per cent of the booking value.

5.2. For Advance Purchase Rates, unless otherwise agreed, a full deposit is required and reservations cannot be canceled free of charge. In case of cancellation or no-show the hotel will raise a cancellation fee of 90 per cent of the booking value.

6. A withdrawal of the Contract entered with the Hotel, has to be submitted in writing. The cancellation is not, however, valid without the written affirmation of the Hotel. Failing that, the original price stipulated in the Contract must be paid in full even if the Customer fails to take advantage of the services stipulated in the contract.

7. 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. If the rooms are not rented out to a third party, the hotel may demand the contractually agreed compensation and to make a flat-rate deduction for saved expenses. In this case, the customer is obligated to pay at least 90% of the contractually agreed rate for lodging with or without breakfast, 70% for half-board, and 60% for full-board arrangements. The customer is at liberty to show that the claim mentioned above was not created, or not created in the amount demanded.

8. To the extent that the hotel and customer agreed in writing upon a date for a cost-free cancellation of the contract (i.e. option date), the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if it does not exercise its cancellation right in writing vis-à-vis the hotel by the agreed date.

9. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If written consent to the customer's cancellation of the contract is given by the hotel on condition that the customer pays damages for the unused rooms, the relevant invoice shall be issued without VAT. In case of a no-show, where the customer does not avail itself of the contractual services, the relevant invoice stating the VAT owed due shall be issued. In that case, the relevant invoice stating the VAT owed due shall be issued. This applies provided there is no change in the relevant instructions released by the tax authorities.

### V. REVOCATION BY THE HOTEL

1. To the extent that a right of cost-free cancellation within a certain period and/or option date was agreed in writing with the customer, the hotel is entitled for its part also to cancel the contract during that period. This also applies, if there are inquiries from other customers and/or changed circumstances (i.e. special events) regarding the contractually reserved rooms and the customer does not waive its right of rescission upon inquiry thereof by the hotel.

2. In case an advance payment agreed or stipulated in clause III Paragraph 8, 9 and 13 is not performed within a period prescribed for this purpose, the Hotel is entitled to revoke the Contract.

3. Moreover, the Hotel shall be entitled to extraordinary revocation of the Contract for good cause, in particular, if

- a) force majeure or other circumstances which do not fall under the scope of responsibility of the Hotel make it impossible to perform the Contract;
- b) misleading or incorrect statements of material facts have been used in booking rooms, for example, with respect to disclosing information about the person of the Customer, or the purpose of the stay (i.e. business, leisure, cultural, political or exhibition);
- c) the Hotel has justified reason to assume that in case the Customer makes use of the Hotel's services the smooth business operations, safety, or reputation of the Hotel in the public may be impeded, without such matters being attributable to the Hotel's power of control or organization;
- d) an infringement of clause II paragraph 5 or 6, clause VI paragraph 4 or 6 or 7 exists;
- e) the Hotel has gained knowledge that the financial situation of the Customer has considerably worsened after conclusion of contract, in particular if the Customer does not pay for due claims of the Hotel or does not provide sufficient security and as a result payment claims of the Hotel appear to be endangered;
- f) the Customer has filed an application for the opening of insolvency proceedings, made an affidavit according to Sec. 807 of the German Code of Civil Procedure, initiated extra-judicial proceedings for the settlement of debts or suspended its payments;
- g) insolvency proceedings are opened on the assets of the Customer or the opening of the same is rejected for lack of assets or any other reasons.

The Hotel is obliged to inform the Customer of the exercising of the revocation right in writing without delay.

4. In the above cases of revocation the Customer is not entitled to compensation for damage.

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## VI. ARRIVAL AND DEPARTURE, OTHER REGULATIONS FOR THE HOTEL STAY

1. The Customer is not entitled to the provision of certain specific rooms unless the Hotel has confirmed the provision of these specific rooms in writing.
2. The Customer shall be liable to the Hotel for all damage caused by it or by third parties who have received services by the Hotel on its instigation.
3. Booked rooms shall be available at the Customer's disposal from 3.00 p.m. on the agreed date of arrival. The Customer shall not be entitled to an earlier provision.
4. Booked rooms shall be taken by the Customer on the agreed date of arrival by 4.00 p.m. at the latest. Unless a later time of arrival has been guaranteed by prepayment or credit card, the Hotel has the right to place the booked rooms with other Customers after 4.00 p.m., without the contractual party being able to claim any compensation as a result thereof. In so far, the Hotel is entitled to revocation.
5. On the agreed date of departure, the rooms shall be vacated and at the Hotel's free disposal by 12.00 p.m. at the latest. Thereafter, the Hotel may charge for use exceeding the contractual time, beyond the damage incurred to it thereby, 100 per cent of the full applicable daily room rate (actual price of the day). The Customer is free to prove vis-à-vis the Hotel that no damage or a considerably lower damage has been incurred to the Hotel. If late departure has been pre-booked, the departure time extends to 3.00 p.m.
6. Customers under the age of 18 have to be accompanied by a full aged person or show a letter of agreement of a legal guardian including a copy of his or her ID card. This rule does not apply for group travelers accompanied by a major person which is authorized by a legal guardian.
7. Pets accompanied by the Customer require prior acceptance by the Hotel. The Hotel reserves the right to decline pets accompanied by the Customer in case of special circumstances. In any event, pets being accompanied must be declared. The Hotel will charge a fee for accompanied pets.
8. When both accommodation and breakfast have been booked, breakfast will be served on the morning following each overnight stay. When room and half- or full-board have been booked, the first meal served will be dinner on the day of arrival, unless otherwise arranged beforehand. Meal times will be discussed and determined upon arrival at the latest.

## VII. LIABILITY OF THE HOTEL

1. The Hotel is liable for its obligations arising from the contract. Claims by the Customer for compensation for damages are excluded. Damages arising from injury to life, body or health if the Hotel is responsible for the breach of obligation, other damages which are based on an intentional or grossly negligent breach of obligation by the Hotel and damages which are based on an intentional or negligent breach of duties typical to the contract by the Hotel are excluded from this. There is breach of duty by the Hotel if it is committed by its legal representatives or persons assisting in the performances of obligations. Should there be disruptions or faults in the services of the Hotel, the Hotel shall endeavour to find a remedy from the time it knows of the disruption or fault or upon being informed immediately by the Customer. The Customer is obligated to contribute what is reasonable to remove the disruption and to keep possible damages as low as possible.

2. The hotel is liable to the customer for property brought in to the hotel in accordance with the statutory provisions, i.e., up to one hundred times the room rate, not to exceed €3,500.00, and up to €800.00 for cash, securities, and valuables. Cash, securities, and valuables up to a maximum value of €7,500.00 may be stored in the in-room safe. The hotel recommends that guests make use of this option.
3. The Hotel shall be liable for any other damage caused by slight negligence only if such damage results from the violation of a material contractual obligation or a cardinal duty in a way that endangers the purpose of the Contract. In these cases liability shall be limited to the damage typically foreseeable for such type of contract.
4. The foregoing limitations of liability shall apply for any claims for damages, irrespective of their legal basis including claims arising from tort. Aforementioned limitations of liability shall also apply in cases of any claims for damages of a Customer against employees or vicarious agents of the Hotel. They do not apply in the cases of liability for a defect after a guarantee for the quality of an object or a work was given, or in cases of fraudulently concealed defects or injury to persons.
5. If the Customer is – even against payment – provided with a parking space in the garage or the car-park of the Hotel, this shall not constitute the conclusion of a contract of bailment deposit. The Hotel shall not have any surveillance obligations for the vehicles. If vehicles or the contents of vehicles parked or otherwise situated on the Hotel premises are lost or damaged, the Hotel shall be not liable unless the Hotel, its legal representatives or its vicarious agents have caused such damage by willful intent or gross negligence. In this case, the damage must be claimed vis-à-vis the Hotel on departure from the Hotel at the latest.
6. The Hotel treats with care messages, mail and consignment of goods for the Customers. The Hotel shall ensure delivery, storage and, upon request and against payment forwarding of the same as well as of found items upon inquiry. Items left behind by the Customer/guest shall only be forwarded at the request, risk and expense of the Customer. The delivery address may differ from the Hotel's or Company's address. Claims for damages are excluded, except in cases of gross negligence or willful intent. The Hotel is entitled to hand over the aforementioned objects to the local lost property office after a storage period of one month at the latest and charging a reasonable fee.

## Addition to provisions for package tour contracts

7. Where, along with providing subsistence and accommodation, the contract provides for the Hotel to organize a leisure time program as a chargeable service, this shall represent a so-called package tour contract.
8. The Customer may not assert any claims due to changes to, variations in or curtailments of individual services within the scope of a package tour contract, which become necessary subsequent to conclusion of the contract
9. The Hotel shall not be liable for loss or damage suffered by the Customer through use of a special service provided by a third party; the contract partner will be referred to its rights to enforce its claims against the relevant party who arranged the special service in this respect.

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10. Non-liability: All furniture, fixture and equipment of the Hotel is available for regular purpose of use. Misuse of furniture, fixture and equipment is expressly prohibited. The Hotel does not assume any liability for damages caused by misuse of the latter. The Hotel reserves the right to invoice damages caused by the Customer.

### VIII. FINAL PROVISIONS

1. Changes or amendments to the Contract, in the acceptance of the offer or to these General Terms and Conditions shall be made in writing. Unilateral changes or modifications on the part of the customer shall be invalid.

2. Place of performance / jurisdiction and payment shall be the registered office of the Hotel.

3. Exclusive place of jurisdiction in the business transactions – also in the case of disputed cheques and bills of exchange – shall be the registered office of the Hotel, or upon the Hotel's request, Frankfurt. To the extent a contractual partner does not have a general place of jurisdiction within the territory of the Federal Republic of Germany, the place of jurisdiction shall be the registered office of the Hotel. However, the Hotel is also entitled to institute complaints and other legal proceedings also at the general place of jurisdiction of the Customer.

4. Depending on the location of the Hotel, the law of the Federal Republic of Germany is applicable.

5. There is a strict smoking ban in the entire Hotel and its rooms, as well as public spaces, unless expressly approved by the Hotel in designated areas. If this is breached, the Hotel is entitled to claim a contract penalty amounting to € 900.00 (to cover fire-brigade charges and additional cleaning).

6. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Moreover the statutory provisions shall apply.

**Information on ODR-Resolution:** Online Dispute Resolution in accordance with Article 14, Section 1 ODR-VO: The European Commission is providing a platform for online dispute resolution (OS) willing to see <http://ec.europa.eu/consumers/odr/>.