

# Terms & Condition for Guest Accommodation and the Arrangement of Accommodation Services

Dear Guests of Stadt Düsseldorf,

As a booking agent, Düsseldorf Tourismus GmbH (hereinafter "DT") arranges accommodation in hotels, with private landlords on hotel ships, and other accommodation providers (hereinafter referred to as "Hosts") in accordance with the latest booking offers. Contractual relationships are created directly between the accommodation provider and the guest. The following Terms & Conditions, in so far as they are effectively incorporated, form the content of the accommodation contract between you and the Host. You are therefore advised to read these Terms & Conditions carefully.

## 1. Conclusion of the accommodation contract, position of DT

1.1. The following shall apply for all forms of booking:

- The basis of the Host's offer and the guest's booking shall be the description of the accommodation and the supplementary details in the booking information (e.g. description of location, classification legend) where such details are available to the guest at the time of booking.
- In the case of booking by businesses, travel agencies, tour operators, associations, adult education centres, schools, school classes or other groups, the client and thus contractual partner of the Host and party liable for payment shall be the respective organisation unless it has been expressly agreed with the Host that the party making the booking is solely acting as the representative of the group members.
- Where an advance payment has been agreed with individual guests or organisations, non-payment of the agreed advance payment shall not result in the annulment of the contract.
- With the exception of DT itself, agents and booking offices are not authorised by the Host to enter into agreements, to provide information or to give assurances that alter the agreed content of the contract, that exceed the contractually agreed services provided by the Host, or which contradict the description of the accommodation or the services provided by the Host.
- Information in hotel guides or similar directories that were not published by DT or the Host shall not be binding on the Host and his service obligation save where it has been expressly agreed with the guest that such information shall form part of the service provided by the Host.
- Where the content of the booking confirmation differs from the content of the booking, this shall represent a new offer on the part of the Host. The contract shall be formed on the basis of this new offer once the guest indicates his acceptance by express statement, down payment or payment of an outstanding balance, or by availing of the accommodation.

1.2. The following shall apply with regard to bookings made orally, by telephone, in writing, by e-mail or by fax:

- In making the booking, the guest makes a binding offer to enter into an accommodation contract with the Host.
- The contract shall be concluded when the guest receives confirmation of the booking, for which no form is required, so that confirmation in oral form or by telephone shall also be binding on the guest. As a rule, the Host or DT shall also send the guest the booking confirmation in writing. However, in the event that the guest does not receive a corresponding written booking confirmation, a booking made by the guest in oral form or by telephone which is confirmed in oral form or by telephone shall suffice to create a binding contractual obligation on the guest.
- Where the Host provides a special offer at the request of the guest or the client, this shall, at variance with the aforementioned provisions, represent a binding contractual offer by the Host to the guest and/or the client. In such cases the contract shall take effect without any corresponding confirmation on the part of the Host and/or DT being required when the guest and/or the client accepts this offer within the period specified without reservation, alteration or addition by express statement, down payment, payment of an outstanding balance, or by availing of the accommodation.

1.3. The following shall apply to the conclusion of the contract for online bookings:

- The online booking procedure shall be explained to the guest on the corresponding Internet portal. The guest shall be furnished with a correction tool, the use of which shall be explained to him, for correcting his input, and to delete or reset the entire online booking form. The contractual languages available to make the online booking are specified.
- Where the contract wording is stored by the Host or in the online booking system, the guest shall be instructed on this storage and on the possibility of retrieving the contract wording at a later time.
- By clicking on the "book now, payment required" button (on the interface) the guest bindingly offers to enter into the accommodation contract with the Host. The guest will immediately receive an electronic confirmation of his booking.
- The transmission of the contract offer by clicking on "book now, payment required" button does not confer any right on the guest to the conclusion of an accommodation contract in accordance with his booking request. The Host shall decide whether or not to accept the guest's offer of a contract at his own discretion.
- The contract shall be concluded at the time that the booking confirmation from the Host and/or the DT as the former's agent shall be received by the guest.
- Where the booking confirmation is sent instantly after the guest has made the booking by clicking on the "book now, payment required" button, and is visualised on the screen (real-time booking), the accommodation contract shall be concluded with the receipt and visualisation of this booking confirmation by the guest without the necessity of any intermediate notification that his booking request has been received. In this case the client shall be offered the opportunity to save and print the booking confirmation. The binding nature of the accommodation contract shall not, however, be dependent on whether the guest avails of these saving or printing options. As a rule the Host and/or DT shall transmit to the guest a booking confirmation by e-mail, e-mail attachment, post or fax. The receipt or non-receipt of any booking confirmation sent in addition shall equally have no bearing on the binding nature of the accommodation contract.

1.4. DT's position is exclusively that of an intermediary for the accommodation service booked.

1.5. Once the accommodation contract has been concluded, the alteration of bookings or the cancellation of the accommodation contract free of charge shall only be possible in agreement with the Host. Alterations or cancellations may not be made unilaterally by the guest or the clients and shall only be effective with express confirmation on the part of the Host.

## 2. Cancellation, no-shows, and credit card booking

2.1. a) For standard bookings, the hotel booking shall on principle be held open until 6:00 p.m. local time. In the event of non-arrival by 6:00 p.m. local time, the hotel shall cancel the booking free of charge. Thereafter there shall be no right to accommodation. Where the guest is delayed so that his arrival is only possible after 6:00 p.m. local time, the hotel must be notified directly by the booking party/guest of the delayed arrival and the expected time of arrival.

b) A guaranteed booking can only be made if paid by credit card. In this case the booking will be kept open by the hotel for the entire night. In the event of cancellation or a no-show, the hotel may invoice the accommodation costs in accordance with the calculation shown at 2.3 below, and may charge it to the credit card accordingly.

2.2. In so far as a guaranteed booking is made as set out at 2.1 b) above, in the event of a cancellation or a no-show, the Host shall only be entitled to payment for the agreed accommodation price inclusive of any board. Where the Host has successfully let the accommodation to some other party and has reduced his expenses, this shall be taken into consideration with regard to any claim the Host shall make against the guest.

2.3. In accordance with the legal ruling on recognised percentage rates for the calculation of saved expenses, the guest and/or the client shall pay the following percentages to the accommodation provider, in each case based on the total price of the accommodation services (inclusive of all incidental costs), but net of any public levies such as tourist tax or visitor tax:  
For holiday apartments/accommodation without board: 90%  
For accommodation/breakfast: 80%  
For half-board: 70%  
For full-board: 60%

2.4. The guest and/or client expressly retains the right to provide to the Host that the expenses which the latter has saved are higher than the deductions mentioned above and/or that the Host has been able to offer the accommodation services to some other party. In the event that such proof is furnished, the guest and/or client shall only be required to pay a correspondingly lower amount.

2.5. It is urgently recommended that a travel cancellation insurance policy be concluded.

2.6. Cancellations may only be made as follows: Cancellations must be sent directly to DT on working days (except Saturdays) between the hours of 8:00 a.m. and 4:30 p.m., and Fridays between 8:00 a.m. and 3:00 p.m. Outside these hours, cancellations must be sent directly to the Host.

## 3. Rates, services

3.1. The rates stated in the brochure are final rates and include all incidental costs unless otherwise stated. They apply per room.

3.2. The services which the Host is required to provide are solely those specified in the booking confirmation in conjunction with the valid brochure, as well as any additional services which may have been agreed with the guest/client. It is expressly recommended that the guest/client obtain details of any additional agreements in writing.

## 4. Payment

4.1. The entire price of the stay, inclusive of all incidental costs, shall be due and payable on the day of departure unless otherwise agreed. The Host and/or DT as the former's representative may demand a down payment for the accommodation or advance payment in full where this has been agreed accordingly with the guest/client.

4.2. Where the guest or client is in arrears with the agreed down payments, the Host and/or DT as the representative of the former may, after sending a reminder and allowing a suitable period of grace, withdraw from the contract and charge the costs as specified at 3.2 above to the guest/client.

4.3. In so far as the credit card data of the guest/client are collected by DT, the sum in question shall not be debited by DT. The latter shall pass on the data to the Host. For bookings as specified at 2.3 b) above, in the event of cancellation of the accommodation contract or failure to make full payment in accordance with the Host's due demands, the latter shall be entitled to charge the outstanding amounts to the guest's/client's credit card.

## 5. Limitation of liability

5.1. The Host's liability arising under Section 536a of the Federal Civil Code (BGB) out of the accommodation contract for losses that do not result in injury to life, limb or health is

excluded where such losses were not incurred as a result of malicious intent or gross negligence on the part of the Host or one of his legal representatives or vicarious agents.

5.2. This shall not affect the Host's liability for items brought in by the guest as set out in Section 701 et seq. of the Federal Civil Code (BGB).

5.3. The Host shall not be liable for any interruption to services that were merely arranged for the guest/client during his stay and are recognisably third-party services (e.g. sport events, theatre shows, exhibitions, etc.). The same shall apply to third-party services the provision of which was arranged at the time that the accommodation was booked, provided that these were expressly identified as third-party services in the description and/or the booking confirmation.

## 6. Complaints (deficient performance of Host services)

6.1. Should complaints arise, the guest shall be obligated to notify the Host without delay and to demand a remedy. Where DT is contacted in this connection, it will also endeavour to remedy any such complaints. It is not, however, obliged to do so and even if the guest makes a complaint to DT, this shall not relieve him of the obligation to notify the Host directly of his complaint.

6.2. Where the guest culpably fails to provide such notification, any claims the guest may have against the Host shall be wholly or partly invalidated.

## 7. Statute of limitations

7.1. Contractual claims of the guest/client against the Host arising out of the accommodation contract and/or against DT arising out of the mediation contract relating to injury to life, limb or health, inclusive of contractual claims for compensation incurred through negligent breach of obligations or the malicious or negligent breach of obligations on the part of their legal representatives or vicarious agents, shall be subject to a statute of limitations of three years. This shall also apply to claims for compensation of other losses incurred through the malicious or grossly negligent breach of obligations by the Host and/or DT or the malicious or grossly negligent breach of obligations of their legal representatives or vicarious agents.

7.2. All other contractual claims shall be subject to a statute of limitations of one year. Where the last day of the period falls on a Sunday, on a local state-recognised holiday, or on a Saturday, the final day of the period shall be the following working day.

7.3. The statute of limitations as set out in the foregoing provisions shall commence at the end of the year in which the claim was incurred and the guest/client becomes cognisant of or must have without gross negligence become cognisant of circumstances indicating the culpability of the Host and/or DT.

7.4. Where negotiations on any claims asserted or on the circumstances on which the claim is based are ongoing between the guest and the Host and/or DT, the statute of limitations shall be suspended until such time as the guest or the Host and/or DT shall reject the continuation of the negotiations. The aforementioned statute of limitations of one year shall enter into effect at the earliest 3 months after the end of the suspension.

## 8. Choice of law and place of jurisdiction

8.1. The guest may only take legal action against the Host and DT in the place where they have their registered office.

8.2. The entire legal and contractual relationship between DT and guests who are not generally domiciled in or have their registered office in Germany shall be exclusively governed by German law.

8.3. With regard to legal action by the Host and/or DT against the guest, the domicile of the guest shall apply save where the legal action is directed against registered traders, a legal entity under public or private law, or individuals whose domicile or usual residence is unknown at the time that the action is brought. In such cases the place of jurisdiction shall be where the registered office of the Host and/or DT is located.

### Intermediary:

**Düsseldorf Tourismus GmbH**

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