

Golden Leaf Hotels & Residences Germany: General Terms and Conditions for Hotel Accommodation

I. Scope of Applicability

1. These Terms and Conditions of Business apply to any and all contracts regarding the rented provision of hotel rooms for accommodation as well as to any and all further services and products provided by the hotel for the customer (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract, hotel room contract.
2. Customer's general terms and conditions of business shall apply solely if this has been expressly agreed in writing beforehand.

II. Conclusion of the Contract, Contracting Parties, Re-letting of Accommodation

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 placed the order on behalf of the customer, then that party shall be liable to the hotel for all obligations arising from the hotel accommodation contract as debtors jointly and severally together with the customer, provided the hotel is in possession of a corresponding declaration given by the third party.
3. Sub-letting and re-letting of booked rooms to commercial sub-tenants, especially commercial sub-tenants of block bookings, as well as their usage for purposes other than accommodation, require the prior written consent of the hotel, whereby § 540 para. 1, clause 2, BGB (German Civil Code) is waived, provided that the customer is not the user.

III. Services, Prices, Payment, Set-Off

1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
2. The customer is obligated to pay the applicable or agreed hotel prices for rooms provided and for other services used. This shall also apply to the hotel's services and outlays to third parties caused by the customer.
3. The agreed prices are shown including value-added tax as required by law. If the period between conclusion and fulfilment of the contract exceeds four 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 ten percent.
4. Moreover, the hotel may alter prices if the customer later wishes to make changes in the number of reserved rooms, the hotel's services, or the length of guests' stay, provided the hotel consents to such changes.
5. Provided there has been no agreement to pay in cash on departure, hotel invoices not showing a due date are payable and due in full within ten days of receipt. 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 in the amount of currently 8 percent or, with legal transactions with a consumer, in the amount of 5 percent above the base interest rate. The hotel reserves the right to prove greater damage.
6. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, observing the legal provisions for package tours. The amount of the advance payment and payment dates may be agreed in writing in the contract.
7. In justified cases, e.g. if the customer is in arrears with payments or if the scope of the contract is expanded, the hotel is entitled, even after conclusion of the contract and up to the commencement of the customer's stay, to request advance payment or a security deposit within the sense of Clause 5 above or to request an increase in the advance payment or security deposit agreed in the contract up to the full amount of the agreed compensation.
8. Furthermore, the hotel is entitled, upon commencement of and during the customer's stay, to request a reasonable advance payment or security deposit within the sense of Clause 5 above for current and future claims arising from the contract, provided that such payments have not already been effected pursuant to Clauses 5 and/or 6 above.
9. The customer may only set-off or reduce a claim by the hotel with a claim which is undisputed or legally enforceable.

IV. Revocation by Customer (Cancellation, Annulment)/Failure to Use Hotel Services (No Show)

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If such is not given, then the price agreed in the contract must be paid even if the customer does not avail himself of the contractual services.
2. Provided the hotel and customer agreed in writing upon a date for a cost-free cancellation of the contract, 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 expires if he does not exercise his right to cancel in writing vis-à-vis the hotel by the agreed date.
3. If rooms are not used by the customer, the hotel must off-set the income gained from renting the rooms to other parties and also from saved expenses.
4. The hotel is entitled to demand the contractually agreed compensation and to make a flat-rate deduction for saved expenses. In this case, the customer is obligated to pay 90 percent of the contractually agreed rate for lodging with or without breakfast, 70% for half-board and 60% for full-board. The customer is at liberty to show that the claim mentioned above is either not valid or not valid to the amount specified.

V. Revocation by Hotel

1. If the right to a cost-free cancellation within a certain period was agreed contractually for the customer, the hotel is also 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 to cancel after having been asked by the hotel.
2. If an agreed advance payment or an advance payment demanded under Item III, No. 6 is not made even after a reasonable period of grace set by the hotel has expired, 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 fulfil the contract;

- Guest rooms or public rooms are reserved by wilfully giving misleading or false information concerning circumstances essential to the contract, e.g. concerning the person of the customer or the purpose of his stay;
- the hotel has justified cause to believe that use of the hotel's services might jeopardise the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organisation;
- The purpose or occasion of the stay is illegal;
- there is a breach of Item II, No. 3.

4. The customer has no right to compensation from a justified cancellation on the part of the hotel.

VI. Room Availability, Arrival and Departure

1. The customer is not entitled to the provision of specific rooms. The customer does not acquire any claim to the provision of specific guest rooms unless this has been expressly agreed in writing.
2. Reserved rooms are available to the customer starting at 3:00 p.m. on 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 12:00 p.m. on the agreed departure date. After that time, on the grounds of the delayed vacating of the room, the hotel may charge 50 percent of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m. (after 6:00 p.m.: 100 percent). The customer is at liberty to show the hotel that no damage or considerably less damage has been incurred to the hotel.

VII. Liability of the Hotel

1. The hotel is liable to perform the obligations arising from the contract with the diligence of a prudent businessman. Claims by the customer for reimbursement of damages are precluded except for:

- those which result from injury to life, body or health and the hotel is responsible for the breach of the obligation;
- other damage which is caused by an intentional or negligent breach of obligations which are laid down in the contract, so-called cardinal or core obligations of the hotel;
- damage which is caused by an intentional or negligent breach of obligations which are laid down in the contract.

A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or employee. Should disruptions or defects in the performance of the hotel occur, the hotel will act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer is 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 provisions (§§ 701, 701, BGB German Civil Code). Liability is accordingly limited to one hundred times the price of the room, but to a maximum of €3,500.00; in deviation from the above, the maximum liability for cash, securities and valuables is €800.00. Cash, securities and valuables with a maximum value of €(insert sum insured of hotel's policy) can be kept in the hotel or room safe. The hotel recommends the use of these facilities. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction, or damage (§ 703 German Civil Code). With regard to more extensive liability of the hotel, No. 1, sentences 2 to 4, shall apply respectively.
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 exchanged. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property, nor the contents thereof, excepting cases of intent or gross negligence. Clause 1, Sentences 2 to 4 above apply mutatis mutandis to the exclusion of customer's claims for damage compensation.
4. The wake-up call service is provided by the hotel with the greatest possible diligence. Messages, mail, and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and for a fee forward such items (on request). No. 1, sentences 2 to 4, shall apply respectively.

VIII. Outside Services

The additional provision of outside services by the hotel can only be arranged in the customer's name and at his/her express wish. The hotel is only liable for the orderly and proper arranging of the contract; this liability is limited to damage caused intentionally or by gross negligence. The hotel takes no responsibility for or assumes any liability for any failure to deliver on the part of the outside provider or any damages caused by him/her.

IX. Limitation

Any and all claims against the hotel shall become time-barred in one year as of the commencement of the statutory limitation period. Damage compensation claims become time-barred, independently of any knowledge, in five years, provided they have not been asserted on the basis of injury to life, body, health or liberty. The latter damage compensation claims become time-barred, independently of any knowledge, in ten years. The shortening of the limitation periods does not apply to claims based on a wilful or grossly negligent breach of obligations by the hotel.

X. Final Provisions

1. Amendments and supplements to the contract, to the acceptance of applications, or to these General Terms and Conditions for Hotel Accommodation should be made in writing. 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, including disputes for checks and bills of exchange, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party fulfils the requirements of § 38, para. 2 of the German Code of Civil Procedure and does not have a 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. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
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.