

General terms and conditions

Version July 2018

1. With the binding order of a hotel room or its short-term provision a hotel contract came about. All on the website and the mobile services available information towards reservation of services are displayed in several languages.
2. The guests confirm that they have the legal capacity to join the binding commitment by these terms and conditions.
3. The hotel contract is binding for the hotelier and the guest/guests. If a third party has concluded the contract for a guest/guests, then he is liable with the guest/guests as joint debtor for all obligations of the contract.
 - a) The conclusion of the hotel contract obliges the contracting parties for the entire duration of the contract to fulfill the contract. The contract cannot be solved unilaterally. And/or requires a calculation.
 - b) Option bookings are binding for both parties until the termination date. The hotelier reserves the right, after the expiration of the option booking, to resell the optioned hotel rooms/event rooms.
 - c) Booked function rooms are only available to the contract partner for agreed times. A beyond use requires prior agreement with and approval of the hotelier.
 - d) The guest(s) are not entitled to any particular hotel rooms / event rooms and/or orientation or wishes.
 - e) For all group bookings it is required that the hotel receives a list of participants 14 working days before arrival of the group.
 - f) Reservations are only guaranteed if the reservation confirmation is signed and has been reconfirmed stating a valid credit card including its expiration date. If the hotelier receives only a signature and no credit card information he reserves the right to reserve the reserved room units only until 6:00 pm on the day of arrival for the guest/guests. If the guest(s) arrive after 6:00 pm, it will require a notification by the guest(s) and the guest(s) are no longer entitled to the room(s).
4. The sub-letting or re-letting of functional rooms, exhibition or advertising space requires the written permission of the hotelier.
5. The entering of the required bank details and accepting the current terms and conditions, condition of sale of the reserved tariff and the reservation form or the reservation request and specific e-mailed conditions of the hotelier represent an electronic signature which equals a physical signature on paper between the parties.
6. The guest(s) are required to complete a registration form completely and truthfully on arrival.
7.
 - a) Has the guest/guests booked accommodation for several days and does not arrive on the confirmed day, with a guaranteed booking (§ 3 f) the room(s) will be kept as booked and according to contract or § 25 calculated.
 - b) In case a) the guest is obliged to pay the cancellation fees. In case of not used room units by the customer, the hotelier reserves the right to whether he receives revenue of other rental of these as well as saved applications to be counted.
8. Breakfast is included and will be listed separately with 8.00 € per person on the final invoice. This is to be calculated with 19% tax and the accommodation with 7% tax. A takeaway of food from the breakfast is not allowed and will be charged with a fee of 5.00 €.
9. The guest makes sure that the room(s) is vacated by 11:00 am on the agreed day of departure. If the guest(s) do not ensure timely provision, the hotelier has the right to re-charge 50% of the lodging price between 11:01 am and 4:30 pm. From 4:31 pm 100% of the lodging price will be charged.
10. Does the hotelier have reasonable cause to believe that an event threatens the smooth business operation, safety/security or the reputation of the house or the guests, as well as in the case of force majeure or internal unrest, he can cancel this; the asserting of any claims for damages against the hotel is herewith excluded.
11. Newspaper ads, which include hotel data for invitations, for sales events and job interviews, or the use of the hotel name for promotional activities of the contracting party in principle require prior written approval of the hotelier. Is a publication done without the consent of the hotel and if this interferes with the hotel's essential interests, so the hotelier has the right to cancel the event. In case of damage caused to the hotel, the claim for compensation exists. Responsible acc. Art. 4 para. 7 EU-Data Regulation (DSGVO). Privacy policy regarding the processing / collection of personal customer data.
12. For joint meals, the organizer must provide the hotelier with the exact number of participants 3 working days before the start of the event. This is considered a guaranteed number of participants. In case of non-compliance with the reserved number of persons, the hotelier reserves the right to charge a fee.
13. The bringing of food and drinks is strictly prohibited. Exceptions are only in agreement with the hotelier and with payment of the customary service costs / corkage possible. Due to fire protection regulations the bringing of electrical appliances, which are used for food preparation and their use in the hotel / rooms is not allowed.
14. Circumstances, that have caused the guest(s) / third parties to conclude the hotel contract, but for reasons that are outside the sphere of influence of those, not take place (e.g. failure of a fair, etc.), do not lead to the possibility of the reversal of the hotel contract.
15. Force majeure is an event of unpredictable and insurmountable nature that is beyond the control of the parties involved and either prevents the guest or the hotel from fulfilling its obligations under the contract. Cases of force majeure or accidental events are those that the courts immediately recognize as such. Neither party shall be liable to the other party for failure to comply with obligations arising from force majeure. It is expressly stated that in case of force majeure, the parties are released from their mutual obligations and each party bears the costs resulting from this.
16. The hotel regulations - announced to the guest(s) by notice in the reception area - are included in the above hotel contract and are binding for all guests. In case of gross violations of the hotel regulations, an extraordinary cancellation of the hotel contract is possible, possibly with calculation.
17. The guest(s) have a special care obligation to all facilities of the hotel and to provide the same in the context of the provided accommodation for gentle treatment. In case of breach of contract, the hotelier is entitled to extraordinary termination rights.
18. It is not permitted to stay with other persons than those registered with the hotelier without the prior consent of the hotelier.
19. Animals may only be taken into the hotel if this has been expressly agreed. For additional cleaning the hotel charges 10.00 € per day. If no agreement is reached with the hotel on the bringing of the animal, and the guest leaves therefore, this does not exempt him from the obligation to pay cancellation fees.
20. As far as the guest is offered the opportunity to park in the hotel's own underground car park or in another car park, the parking is at the risk of the guest. A duty of care or custody of the hotelier does not exist.
21. If the accommodation cannot be provided for reasons that lie within the risk of the hotelier, the hotelier is not liable for damages for useless spent vacation time.

In addition, the hotelier is only liable for intent or gross negligence of the legal representatives of the hotel company or agents of the hotel.

22. Insofar as the guest notices defects, in particular around the hotel room, these are to be reported immediately, so that the hotelier has the opportunity to remedy indicated defects at short notice. A defect, which is claimed only on departure, does not lead to a reduction of the room price, if this defect was not known to the hotelier.
23. Insofar as there are changes in the statutory value added tax between the conclusion of the contract and the start of the first night, the guest/guests agree that for changes to the agreed price resulting from the mere change in value added tax, the agreed price will be the same change of VAT changes.
24. The hotelier is entitled to cash payment for all services before departure, unless a credit card has been provided as a guarantee. Furthermore, the hotelier reserves the right to demand payment before providing the services. If the hotelier has agreed down payments on the total price with the guest / guests / third parties, then if the customer does not pay at the due date of the down payment, he is entitled to extraordinary termination of the contract. The right to the payment of cancellation fees remains unaffected.

In the event of cancellation of the booking of the hotel room, the guest / guests / third parties are required to pay the following cancellation fees, pending to other individual arrangements:

<u>Cancellation until days prior arrival</u>	<u>Cancellation fee in % of the lodging price</u>
Until 90 days	Free of charge
From 89 – 30 days	70 % of the lodging price
From 29 – 0 days	90 % of the lodging price

Individual agreements take precedence over the conditions specified here.

In case of no show / no-show use of the booked rooms/nights, the hotel is authorized to charge NoShow fees from the credit card provided by the guest / company and / or issue an invoice to the guest / company for immediate payment. Invoices will only be sent by post within Europe, other countries will only be sent by e-mail.

25. The guest is at liberty to prove to the hotelier that either no damage and / or only a small damage arose, as it has been determined by the abovementioned cancellation fees.
26. In addition, the hotelier has the right to deduct any unpaid services / damages outstanding after departure from the credit card of the guest / company indicated.
27. As far as the hotel arranges third party services of a technical, decorative or other kind for the organizer, it acts on behalf of and for the account of the organizers themselves. The organizer is liable for the careful treatment and proper return of these items and indemnifies the hotel from all claims of third parties.
28. Invoices sent on the basis of prior credit agreements are payable in full within 10 days, unless otherwise agreed.
29. The hotel accepts the following bank and / or credit cards: Master Card, Eurocard, Visa, American Express, CUP, Maestro Card.
30. If the period between contract and service provision exceeds 180 days, the hotel reserves the right to make price changes without prior notice.
31. Faults in the technical or other facilities provided will, as far as possible, be remedied immediately. A retention or reduction of payments cannot be made by the guest(s). A set-off against counterclaims is excluded, unless the counterclaims are

undisputed or legally binding. It requires an exception, which can only be made by the hotel management.

32. Messages intended for guests as well as postal and merchandise shipments are handled with care. The hotel will take over the storage and handover at the hotel. Liability for loss, delay or damage is excluded. The acceptance of programs for guests / companies in the hotel requires prior notice. The hotel reserves the right not to accept incoming shipments without notice.
33. The hotelier makes every effort to carry out wake-up calls carefully. A liability for not or incorrectly executed wake-up orders is excluded.
34. Any remaining items of the guest (s) will only be forwarded upon request, risk and costs of the customer. Any liability of the hotelier is excluded in this respect.
35. Carried along - not "brought in" within the meaning of § 702 BGB - exhibits or other items are at the risk of the guest(s) in the event rooms or in the hotel. Except for gross negligence or willful intent by hotel staff, the hotelier assumes liability for loss, destruction or damage. Any parts of the exhibition or other objects brought with you are to be removed immediately after the end of the event. If the guest / guests omit this, the hotelier may carry out the removal and storage at the expense of the customer. For remaining items in the event room, the hotelier can charge room rental for the duration of the stay.
36. Smoking is prohibited to guests and their visitors throughout the ProMesse Hotel. Smoking is permitted outside only. Likewise, smoking in the garages is not allowed. In case of infringement, a fee in the amount of 450 € will be charged. The price is based on cleaning costs and loss of non-re-booking of the room / accommodation.
37. Who by cigarette smoke and / or other handling of fire and / or smoke triggers with negligence the fire alarm system (smoke detectors) or misuses the manual trigger, must bear the costs of the automatic fire service in full. In the event of damage and / or contamination of the building or inventory, the damage caused must be compensated by the perpetrator. Compensation payments are to be made immediately (in groups, accompanying persons, possibly in representation of the organizer, must pay in advance). Theft or intentional damage to property will be reported to the police immediately.
38. The attachment of presentation material or other items is not permitted without the consent of the hotelier. All decoration material must comply with fire regulations.
39. The place of jurisdiction and place of fulfillment remains unaffected for the services rendered by the hotelier to non-merchants at the respective place of the agreements. Oral side agreements are not met. Changes or additions to the contract require the written form.
40. The ProMesse Hotel will charge a cost lump sum of 15 € for each guest / employee change, unless stated otherwise before arrival / check-in.
41. Should individual provisions of these general terms and conditions for hotel accommodation be ineffective or become void, this shall not affect the validity of the remaining provisions. In addition, the statutory provisions apply.
42. Headquarters:
ProHotel Group GmbH
Kernkampstrasse 5
33378 Rheda-Wiedenbruck
Managing Director: Mr. Manfred Hein