

Terms of Service
- version November 2019 -

1. By the binding order of a hotel room or its short-term provision, a hotel contract is concluded. All services reservation information available on the Website and Mobile Services is displayed in multiple languages.
2. Guests acknowledge that they have the legal capacity to commit themselves to be bound 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, he is liable with the guest / guests as the 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 can not 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 to sell the optioned hotel rooms / function rooms after expiry of the option booking.
 - c) Booked function rooms are only available to the contractual partner at the agreed times. Any further use requires the prior agreement with and approval of the hotelier.
 - d) The guest / guests are not entitled to certain hotel rooms / event rooms and / or orientation.
 - e) For all group bookings it is required that the hotel receives a list of participants 14 working days prior to arrival of the group.
 - f) Reservations are only considered as guaranteed if the reservation confirmation has been signed and reconfirmed with a valid credit card including the expiration date. If the hotelier receives only a signature and no credit card details, he reserves the right to keep the reserved room units ready for the guest / guests until 6 pm on the day of arrival. If the guest (s) arrive after 18:00, a notification by the guest (s) is required and the guest is no longer entitled to the room.
4. The subletting or re-letting of function rooms, exhibition space or advertising space requires the written approval of the hotelier.
5. Entering the required bank details and accepting these Terms and Conditions, terms and conditions of sale of the reserved rate, reservation form or reservation request and specific e-mailed terms and conditions by the hotelier constitute an electronic signature that corresponds to a physical signature on paper between parties ,
6. The guest (s) are obliged to complete the registration form (s) completely and truthfully when they arrive
7. If the guest (s) has reserved accommodation for several days and does not arrive on the confirmed day, the room (s) will be kept as booked and contracted or \$24 if the

booking is guaranteed (§ 3f)

a) In the case the guest is obliged to pay the cancellation fees. If the customer does not use the room units, the hotelier reserves the right to charge income from other leases for these and any saved applications.

8. The guest makes sure that the rooms are vacated by 11.00 am on the agreed departure day. 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 16:31 o'clock 100% of the lodging price will be charged.

9. Breakfast is included and will be listed separately with 8.00 € per person on the final bill. This is to be calculated with 19% and the Logis with 7%. A take away of food from the breakfast is not allowed and will be charged with 5,00 €.

10. If the hotelier has reasonable cause to believe that an event threatens to jeopardize the smooth operation, safety or reputation of the house or the guests, as well as in case of force majeure or unrest, he may cancel the event; the assertion of any claims for damages against the hotel is excluded.

11. Newspaper advertisements that contain hotel data for invitations, for sales events and interviews or the use of the hotel name for advertising measures of the contracting party require the prior written consent of the hotelier.

If a publication is made without the consent of the hotel and if this affects the hotel's essential interests, the hotelier has the right to cancel the event. In the event of damages incurred by the hotel, the right to compensation exists. Responsible acc. Art. 4 (7) EU Data Regulation (DS-GVO). Privacy policy regarding the processing / collection of personal customer data.

12. For joint meals, the organizer must indicate the exact number of participants to the hotelier 3 working days before the start of the event. This is considered guaranteed the number of participants. If the booked number of persons is not adhered to, the hotelier reserves the right to charge a fee.

13. The bringing of food and drinks is strictly prohibited. Exceptions are only possible in consultation with the hotelier and upon payment of the customary service costs / corkage.

From fire and fire protection regulations is the bringing of electrical appliances, which are used for food preparation and their use in the hotel / -zimmer not allowed.

14. Circumstances that have caused the guest / guests / third parties to conclude the hotel contract, but for reasons that are outside the sphere of influence of these do not take place (eg failure of a fair or the like), do not lead to the possibility of reversing the hotel contract.

15. The hotel regulations - announced to the guest / guests by posting 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 calculation.

16. 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.

If the room is used contrary to the contract, the hotelier is entitled to an extraordinary termination right.

17. It is not permitted to stay overnight with other persons than the hotelier without the prior consent of the hotelier.

18. Animals may only be taken to 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 transport of the animal, and the guest leaves therefore, this does not exempt him from the obligation to pay cancellation fees.

19. If the guest is offered the opportunity to park his car in the underground car park or on a parking lot belonging to the hotel, parking is at the guest's own risk. A custody or custody of the hotelier does not exist.

20. If the accommodation can not be provided for reasons that lie within the risk of the hotelier, the hotelier is not liable for damages for useless vacation time. In addition, the hotelier is only liable for intent or gross negligence of the legal representatives of the hotel company or vicarious agents of the hotel.

21. Insofar as the guest notices defects, in particular in the area of the hotel room, they must be reported immediately, so that the hotelier has the opportunity to remedy the defects indicated at short notice. A defect, which is claimed only on departure, does not lead to a reduction of the room price, if this lack was not known to the hotelier.

22. If between the conclusion of the contract and the start of the first night changes in statutory VAT result, the guest (s) understands that for changes in the agreed price, resulting from the mere change in VAT, also the agreed price according to the change of VAT changes.

23. The hotelier is entitled to a cash payment for all services before departure, unless a credit card has been provided as 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 the deposit on the due date, 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, subject to any other individual arrangements:

24th day before arrival Logispreises

up to 90 days free of charge

v. 89 - 30 days 70% accommodation price

v. 29 - 0 days 90% accommodation price

The cancellation fees are net of the lodging price 7%

Individual agreements have priority over the conditions mentioned here and must be recorded in writing.

In case of no show / no-show use of the booked rooms / nights (No Show), the hotel is authorized to charge the No Show fees from the credit card provided by the guest and / or charge the guest / company for immediate payment.

Invoices will only be sent postal within Europe, other countries will only be sent by e-mail.

The guest is at liberty to prove to the hotelier that either no damage and / or only a small damage has occurred, as it has been determined by the aforementioned cancellation fees.

25. Furthermore, the hotelier has the right to deduct any unpaid services / damages outstanding after departure from the stated credit card of the guest / company

26. Insofar 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 organizer himself. The organizer is liable for the careful treatment and proper return of these items and indemnifies the hotel from all claims of third parties.

27. Invoices sent on the basis of prior credit agreements are payable without deductions within 10 days, unless otherwise agreed.

28. The hotel accepts the following bank and / or credit cards: Master Card, Eurocard, Visa, American Express, JUP, Maestocard.

29. If the period between contracting and service provision exceeds 180 days, the hotel reserves the right to make price changes without prior notice.

30. Disruptions to technical or other facilities provided are, as far as possible, eliminated immediately. A retention or reduction of payments can not be made by the guest (s). Offsetting against counterclaims is excluded, unless the counterclaims are undisputed or legally established. It requires an exception, which can only be made by the hotel management.

31. Messages intended for guests as well as postal and merchandise shipments are treated with care. The hotel will take over the storage, delivery and forwarding of the same. 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.

32. The hotelier makes every effort to carry out wake-up calls carefully. A liability for not or incorrectly executed wake-up orders is excluded.

33. 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.

34. 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.

35. Included - not "brought in" i. P. V. § 702 BGB - Exhibition 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.

Owned parts of the exhibition or other objects 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 function room,

the hotelier can charge room rental for the duration of the stay.

36. The place of jurisdiction and place of performance shall remain unaffected for the services rendered by the hotelier to non-merchants at the respective place of the agreements. Verbal collateral agreements are not met. Changes or additions to the contract must be made in writing.

37. Smoking in the room / accommodation and public areas including the garage is prohibited. The hotel reserves the right to charge a fee of € 450.00 for non-compliance with the non-smoking protection law. The price is based on cleaning costs and loss of not re-renting the room / accommodation.

38. Who by cigarette smoke and / or other handling of fire and / or smoke, the fire alarm system triggers negligent (smoke detector) or abusive use the manual, has to bear the costs of automatic fire service in full. In the event of damage and / or contamination of the building or inventory, the damage caused must be reimbursed by the polluter. Compensation payments are to be made immediately (for groups, the escorts, if necessary in representation of the organizer, have to pay in advance). Theft or intentional damage to property will be reported immediately.

39. The Pro Messe Hotel will charge a lump sum of costs for each guest / employee change
15 €, unless this was stated before arrival / check in.

40. Should individual provisions of these general terms and conditions for hotel accommodation be or become ineffective or void, this shall not affect the validity of the remaining provisions. In addition, the statutory provisions apply.

41. Headquarters:

ProHotel Group GmbH
Kernekampstrasse 5
33378 Rheda-Wiedenbrück

Managing Director: Mr. Manfred Hein
District Court Gütersloh, HRB 6898
Tax. No. 5347/5864/1363