

Terms of Service - Release January 2022 –

1. A hotel contract comes about through the binding ordering of a hotel room or its short-term availability. All service reservation information available on the Website and Mobile Services is displayed in multiple languages.
2. Guests confirm that they have the legal capacity to be bound by these Terms and Conditions.
3. The hotel contract is binding for the hotelier and the guest(s). If a third party has concluded the contract for guest/guests, they are jointly and severally liable with the guest/guests for all obligations under the contract.

a) The conclusion of the hotel contract obliges the contractual partners to fulfill the contract for the entire duration of the contract. The contract cannot be dissolved unilaterally.

b) Option bookings are binding for both contractual partners until the end date. The hotelier reserves the right to resell the optioned hotel rooms / function rooms after the option booking has expired.

c) Booked function rooms are only available to the contractual partner at the agreed times. Any use beyond this requires prior agreement with and the consent of the hotelier.

d) The guest/guests have no right to certain hotel rooms/event rooms and/or orientation.

e) For all group bookings, the hotel must receive a list of participants 14 working days before the group's arrival.

f) Reservations are only guaranteed if the reservation confirmation is signed and reconfirmed with a valid credit card including its expiry date. If the hotelier only receives a signature and no credit card details, he/she reserves the right to keep the reserved room units ready for the guest/guests until 6:00 p.m. on the day of arrival. If the guest(s) arrives after 6:00 p.m., the guest(s) must be notified and the guest is no longer entitled to the room.

4. The subletting or subletting of function rooms, exhibition or advertising space requires the written approval of the hotelier.

5. The entry of the required bank details and the acceptance of the present terms and conditions, the conditions of sale of the reserved rate as well as the reservation form or the reservation request and specific conditions sent by email by the hotelier constitute an electronic signature equivalent to a physical signature on paper between the parties.

6. The guest/guests are obliged to fill out the registration form/s completely and truthfully upon their arrival

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 in the case of a guaranteed booking 8§ 3f) and charged according to the contract or §23c a) In this case, the guest is obliged to pay the cancellation fee. In the case of room units not used by the customer, the hotelier reserves the right to offset income from other rentals and saved applications.

8. The guest ensures that the room(s) is/are vacated and made available by 11:00 a.m. on the agreed departure date. If the guest/guests do not ensure timely availability, the hotelier has the right to charge

50% of the accommodation price again between 11:01 a.m. and 4:30 p.m. From 4:31 p.m. 100% of the accommodation price will be charged.

9. Breakfast is included and is listed separately on the final bill at €8.00 per person. This is to be calculated at 19% and the lodging at 7%. Taking food from breakfast is only permitted with the agreement of the hotelier and will be charged at €5.00.

10. If the hotelier has reasonable grounds to believe that an event threatens to endanger the smooth running of business, the security or the reputation of the hotel or the guests, as well as in the event of force majeure or internal unrest, he can cancel the event the assertion of any claims for damages against the hotel is excluded.

11. Newspaper advertisements containing the hotel's data for invitations, sales events and job interviews, or the use of the hotel name for advertising measures by the contractual partner, require the hotelier's prior written consent. If publication takes place without the consent of the hotel and this affects essential interests of the hotel, the hotelier has the right to cancel the event. In the event of damage to the hotel, there is a right to compensation. Responsible in accordance with Article 4 (7) of the EU Data Protection Regulation (GDPR). Data protection declaration regarding the processing / collection of personal customer data.

12. In the case of joint meals, the organizer must inform the hotelier of the exact number of participants 3 working days before the start of the event. This counts as a guaranteed number of participants! If the booked number of people is not observed, the hotelier reserves the right to charge a fee.

13. It is generally not permitted to bring food and drinks with you. Exceptions are only possible in consultation with the hotelier and upon payment of the usual service costs/corkage. Due to fire and fire protection regulations, it is forbidden to bring along electrical appliances that are used to prepare food and use them in the Hotel/room not allowed.

14. Circumstances that caused the guest/guests/third parties to conclude the hotel contract but which do not take place for reasons beyond their sphere of influence (e.g. cancellation of a trade fair or similar) do not lead to the possibility of rescission of the hotel contract.

a) In the event of a cancellation/relocation of trade fairs/events due to a pandemic/epidemic or similar forces of nature/government decisions/entry bans, a calculation of 40% net of the accommodation price applies. In the event of a transfer, the accommodation price must be rebooked and will be offset against the final invoice for the rebooked reservation.

15. The hotel rules are made known to the guest/guests by a notice in the reception area and are included in the above hotel contract and are binding for all guests. In the event of gross violations of the hotel rules, an extraordinary termination of the hotel contract is possible and will be charged if necessary.

16. The guest/guests have a special duty of care towards all furnishings of the hotel and must ensure that they are treated with care within the framework of the accommodation provided. In the event of non-contractual use of the room, the hotelier has an extraordinary right of termination.

17. Overnight stays by persons other than those registered with the hotelier without the prior consent of the hotelier are not permitted.

18. Animals may only be taken into the hotel if this has been expressly agreed. The hotel charges €10.00 per day and night for the additional cleaning effort. If no agreement can be reached with the hotel about taking the animal with you and the guest therefore leaves, this does not release him from the obligation to pay cancellation fees.

19. If the guest is given the opportunity to park their vehicle in the underground car park or in a car park belonging to the hotel, parking is at the guest's own risk. The hotelier has no duty of care or custody.

20. If the accommodation cannot be made available for reasons that lie within the hotelier's sphere of risk, the hotelier shall not be liable for damages for wasted vacation time. Otherwise, the hotelier is only liable in the event of intent or gross negligence on the part of the legal representatives of the Hotel Company or vicarious agents of the hotel.

21. If the guest notices defects, especially in the area of the hotel room, these must be reported immediately so that the hotelier has the opportunity to remedy the defects reported at short notice. A defect that is only reported upon departure does not lead to a reduction in the room price if the hotelier was not aware of this defect.

22. If there are changes to the statutory VAT between the conclusion of the contract and the start of the first overnight stay, the guest/guests agree that changes in the agreed price that result from the mere change in VAT will also affect the agreed price changes according to the change in VAT.

23. The hotelier is entitled to cash payment for all services before departure, unless a credit card has been deposited as a guarantee. Furthermore, the hotelier reserves the right to demand payment before the services are rendered.

a, if the hotelier has agreed down payments on the total price with the guest/guests/third parties, he is entitled to extraordinary termination of the contract if the customer does not pay by the time the down payment is due. The right to payment of cancellation fees remains unaffected.

b, in the event of cancellation of the booking of the hotel room, the guest/guests/third parties are obliged to pay the following cancellation fees, subject to other individual agreements

Days before arrival day of accommodation price up to 90 days free of charge from 89 - 30 days 70% of the accommodation price 29 - 0 days 90% of the accommodation price the cancellation price is reduced by VAT

c. Individual agreements have priority over the conditions mentioned here and must be recorded in writing. I.e. In the event of non-arrival/non-use of the booked rooms/nights (no-show), the hotel is authorized to deduct the no-show fees from the number specified by the guest charge the credit card and/or charge the guest/company for immediate payment. Invoices are only sent by post/mail within Europe, other countries are only sent by e-mail.

d. The guest is at liberty to prove to the hotelier that either no damage and/or only minor damage have occurred than was determined by the aforementioned cancellation fees.

f) Bookings of the current daily rate RA1 can be canceled free of charge up to 14 days before arrival. The daily rate RA2 cannot be canceled free of charge.

e) For reservations for trade fairs and/or large events, the cancellation fees under apply (§23b).

24. Furthermore, the hotelier has the right to debit all outstanding, unpaid services/damages from the guest's/company's specified credit card after departure.
25. Insofar as the hotel arranges external services of a technical, decorative or other type from third parties for the organizer, it acts in the name and for the account of the organizer. The organizer is liable for the careful handling and proper return of these items and exempts the hotel from all third-party claims.
26. Invoices sent on the basis of previous credit agreements are payable within 10 days without deduction, unless otherwise agreed.
27. The hotel accepts the following bank and/or credit cards: Master Card, Eurocard, Visa, American Express, JUP, Maestro card, bank transfer prior to arrival
28. If the period between the conclusion of the contract and the provision of the service exceeds 180 days, the hotel reserves the right to make price changes without prior notice.
29. Malfunctions in the technical or other facilities provided will be rectified immediately as far as possible. The guest(s) cannot withhold or reduce payments. Offsetting against counterclaims is excluded, unless the counterclaims are undisputed or have been legally established. An exception is required, which can only be made by the hotel management.
30. Messages intended for guests, as well as mail and goods consignments are treated with care. The hotel does not assume the storage, delivery and forwarding of the same, even if only in connection with the costs. However, liability for loss, delay or damage is excluded. The acceptance of shipments for guests/companies in the hotel requires prior notification. The hotel reserves the right not to accept incoming shipments without notice.
31. The hotelier endeavors to carry out wake-up calls carefully. Liability for wake-up calls that are not carried out or carried out incorrectly is excluded.
32. Items left behind by the guest(s) will only be forwarded at the customer's request, risk and expense. Any liability of the hotelier is excluded in this respect.
33. The attachment of presentation material or other items is not permitted without the consent of the hotelier. All decorative material must comply with fire safety requirements.
34. Carried - not "brought in" i. S.v. § 702 BGB - Exhibition or other items are at the guest's own risk in the event rooms or in the hotel. Except in the case of gross negligence or intent on the part of hotel employees, the hotelier assumes liability for loss, destruction or damage. Exhibition parts or other objects brought along must be removed immediately after the end of the event. If the guest fails to do so, the hotelier may remove and store them at the customer's expense. For items left in the event room, the hotelier can charge room rent for the duration of the stay.
35. The place of jurisdiction and place of performance remains unaffected for the services of the hotelier to non-business people at the respective place of the agreements. Oral subsidiary agreements have not been made. Changes or additions to the contract must be in writing.

36. 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-smoker protection law. The price is based on cleaning costs and loss of not re-letting the room/accommodation.

37. Anyone who negligently triggers the fire alarm system (smoke detector) through cigarette smoke and/or other handling of fire and/or smoke or abusively activates the manual alarm must bear the full amount of the consequential costs of the automatic fire brigade deployment. In the event of damage and/or soiling of the building or inventory, the damage caused must be reimbursed by the person who caused it. Compensation payments must be made immediately (in the case of groups, the accompanying persons, if necessary on behalf of the organizer, must make advance payments). Theft or intentional damage to property will be reported immediately.

38. The Pro Messe Hotel charges a flat-rate fee for each guest/employee change €15 if not specified prior to arrival/check-in.

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

40. Registered office: Pro Hotel Group GmbH Kernekampstrasse 5 33378 Rheda-Wiedenbrück
Managing Director: Mr. Manfred Hein District Court of Gütersloh, HRB 6898 Tax. No.
5347/5864/1363