

# **General Terms and Conditions**

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**Hauptstraße 3 d, 50181 Bedburg**

## **Dear Guest!**

We will do our utmost to ensure that your stay – and that of guests registered by you – will be as comfortable as possible. This includes your knowing exactly what services we provide, what responsibilities we assume, and what duties you undertake toward us. Please observe the following **General Terms and Conditions** which govern our contractual relationship and which you agree to when you make a reservation with us. This is regardless of whether you make the reservation yourself and are our guest or whether you make the reservation for other guests or on behalf of third parties. .

### **1. Entering into the Agreement**

- 1.1. This agreement is entered into the moment rooms, halls, areas, or other services are ordered, or confirmed, or, where a confirmation is not possible due to time constraints, made available.
- 1.2. The registering person is personally liable for all contractual obligations relating to the guests/participants registered by him.
- 1.3. In registering groups or conference events, the list of participants shall be provided to the Hotel at least 7 days prior to arrival. The registering person shall inform the Hotel of the final number of persons attending at least 4 days prior to the beginning of a group event. Any changes must be coordinated with the Hotel so that a smooth operation can be guaranteed. If there are more persons than registered, the actual number of persons shall count.
- 1.4. Should the content of the reservation confirmation provided by the Hotel differ from the content of the reservation, the varying content of the reservation shall become binding where the registering person does not exercise his right to rescission (cancellation) within 10 days.

### **2. Arrival and Departure**

- 2.1. Unless otherwise agreed, a room may not be occupied prior to 3:00 p.m. on the arrival date, and rooms must be checked out off by 11:00 a.m. on the departure date. One half of the room rate is due if the departure is prior to 6:00 p.m. For departures after 6:00 p.m. the full room rate for that night will be charged.
- 2.2. Reserved rooms must be occupied no later than 6:00 p.m. on the arrival date. Otherwise, provided a later arrival time has not been expressly agreed to in advance, the Hotel may freely dispose of the room.
- 2.3. The opening hours of the Hotel building are 6:00 a.m. to midnight. During other times, access to the Hotel building is only possible if agreed to with the Hotel in advance.

### **3. Services and Prices**

- 3.1. The Hotel's brochure, website, as well as the reservation confirmation relating thereto contain the agreed upon services and prices. All prices include Value Added Tax.
- 3.2. The Hotel reserves the right to change its prices by up to 8% without prior notice, where the time between the making of the reservation and the arrival date exceeds four months.
- 3.3. All agreements and statements as to prices are in EURO.
- 3.4. No prices may be discounted or made subject to commission. Payments for special pricing may not be made by credit card, unless the registering person is willing to assume a 5% markdown fee.
- 3.5. A complete "à la carte-Service" for reservations of more than 10 persons are granted only upon an express prior agreement. Where a fixed menu has not been agreed to in advance, the selection of meals is limited to what is available from the Hotel's restaurant kitchen.
- 3.6. Other ancillary services, such as music, bands, special menu prints, or flower decorations, are provided, and separately invoiced, by the Hotel and are subject to prior agreement. The fee for musician or artist gigs are either paid through advance arrangements or the Hotel is provided with the appropriate funds in advance. The person placing the reservation is responsible for GEMA copyright fees.

### **4. Payments**

- 4.1. An appropriate pre-payment may be required for reservations.
- 4.2. Should the pre-payments requested by the Hotel not be paid by the requested date, the Hotel shall be immediately released from any agreement reached, notwithstanding the Hotel's right to claim damages. An express cancellation need not be submitted by the Hotel.
- 4.3. The Hotel shall have the right to deny any further currently agreed to or future services because of delays in payment. In addition, the Hotel shall have the same right to claim damages for losses as in the case of a cancellation by the registering person (§5.2).
- 4.4. Payments for all services provided are due upon departure and may not be discounted. The Hotel charges interest for delays and fees for issuing warnings if invoices that are due are not paid within 14 days after departure. The Hotel shall have the right to file additional claims for damages.
- 4.5. Venue for the fulfillment of payment obligations is the Hotel's location even with regard to payments which are credited under a special agreement and/or become due only later because of special invoicing and agreements.
- 4.6. Reimbursements or refund are not granted for services that are not used.

### **5. Rescission**

- 5.1. Rescission by person making a reservation
  - 5.1.1. Room and hall reservations for up to 2 persons may be cancelled without charge at any time up to 2 days prior to arrival. Cancellations that are made later are charged by the Hotel at 80% of the services booked.
  - 5.1.2. Room and hall reservations for more than 2 and less than 10 persons are subject to a 100% charge for the booked services regardless of the time of cancellation.
  - 5.1.3. Room and hall reservations for 10 participants or more (group reservation) may be cancelled according to the following terms:
    - up to 90 days prior to arrival – free of charge
    - up to 60 days prior to arrival – we will charge 30% of the services booked
    - up to 21 days prior to arrival – we will charge 50% of the services booked
    - up to 4 days prior to arrival – we will charge 70%; for cancellations from 3 days before arrival on, we will charge 80% of the services booked.
  - 5.1.4. Cancellation fees for technical installations relating to the performance of an event on behalf of third parties are due in the amount of actual costs incurred.
  - 5.1.5. Any claims and rights arising from agreements entered into with the Hotel may only be assigned with the Hotel's prior approval.
- 5.2. Rescission by the Hotel
- 5.2.1. The Hotel retains the right to demand from its guests to discontinue or reduce unseemly noise. The guest shall comply with such requests by Hotel employees. The Hotel may immediately cancel the contractual relationship upon any infraction due to indecent behavior. A cancellation of the contractual relationship is also allowed in the case of force majeure as well as where a guest has an infectious disease.
  - 5.2.2. In the event the rooms or halls are used in a manner which does not conform to the agreement, the Hotel shall have the right to terminate the agreement without prior notice and without any reduction in the agreed upon price. Such non-conforming use includes but is not limited to political events or seminars, conferences or any other event with the participation of one or more political and/or religious extremist groups taking place without the Hotel's prior written approval, or when there is cause for concern about threats to the smooth operation of the business, the Hotel's reputation and security, or the reputation or safety of the guests.

### **6. Indemnification**

- 6.1. The registering person indemnifies the Hotel for all damages caused by him or by guests/participants registered by him.
- 6.2. No claims for damages may be asserted where the Hotel is unable to perform its services due to force majeure or strike. Nevertheless the Hotel shall be bound to make efforts to find alternative accommodations that provide similar services.
- 6.3. To the extent provided for under the German Civil Code (BGB), the Hotel shall indemnify the guest for any damages to items brought by him to the premises, unless such compensation is otherwise limited in writing. The Hotel shall have no indemnification duty when items are left in unlocked rooms or halls or where the guest fails to immediately notify of the item's loss, destruction, or damage. As far as possible, valuables shall be stored in the safe provided in each room. The Hotel advises that it retains the right to refuse to accept items which have an excessive value or scope given the size and ranking of the Hotel, or when the items are dangerous, or where the guest is unwilling to follow the Hotel's instruction that the item be handed over in a closed and sealed container.
- 6.4. The Hotel's liability for any and all other reasons is limited to intent and gross negligence.
- 6.5. The Hotel is acting on behalf of the registering person where the Hotel obtains third party services or technical or other installations from third parties. The registering person agrees to hold the Hotel harmless from all third party claims relating to the use of such installations.
- 6.6. Furthermore, the registering person shall immediately notify the Hotel of any complaints. Should the registering person fail to comply with such requirement, it is not entitled to any claims that may arise.

### **7. Other Notices**

- 7.1. Animals may be brought along, provided the Hotel's prior approval has been obtained and a surcharge is paid.
- 7.2. The Hotel shall make best efforts to fulfill wake-up call requests. Negligence in fulfilling requests does not result in a claim for damages.
- 7.3. Best efforts will be made to forward information but without any guarantee.
- 7.4. Lost items (items left in the room) will only be forwarded upon request. The Hotel commits itself to store such items for 6 months.
- 7.5. News, mail, and goods shipments for the guests shall be handled with the utmost care by the Hotel. The Hotel provides storage, delivery, and forwarding services against reimbursements of costs. However, there is no liability for any loss, delay, or damage.
- 7.6. The Hotel will dispose of waste only in return for payment of an extra fee. Special wastes will be accepted and disposed of by the Hotel only upon prior agreement and payment of costs.

### **8. General Provisions:**

- 8.1. We retain the right to correct errors, including errors in printing and in calculations.
- 8.2. Verbal side agreements are only effective if they have been confirmed in writing by the Hotel.
- 8.3. The agreement between the guest and the Hotel shall be governed by German substantive law as far as legally permissible.
- 8.4. As far as legally permitted, the courts at the Hotel's place of business shall have exclusive jurisdiction over all disputes arising out of this agreement and its fulfilment.
- 8.5. Should one of the terms of these General Terms and Conditions be deemed invalid, the other terms shall not be affected. The invalid term shall be replaced by a valid term which is as close as possible to the invalid term.
- 8.6. The English version of these terms is for information purposes only. In the event of a conflict or a dispute as to the wording or meaning of these general terms and conditions, the German version shall be deemed to be controlling.