

General Terms and Conditions for Hotel Accommodation Contracts

I. Scope of Application

1. The present General Terms and Conditions apply to contracts for the rental use of hotel rooms for lodging purposes as well as to all services rendered and deliveries made by the Hotel to the customer.
2. Any sub-letting or re-letting of the rooms provided as well as their usage for any other than lodging purposes shall require the Hotel's prior written consent, whereby Art. 540 sec. 1 sentence 2 BGB (German Civil Code) shall be waived, unless the customer is a consumer.
3. The customer's terms and conditions apply only, if this has been agreed expressly, in writing, in advance.

II. Conclusion of the Contract, Contractual Partners, Statute of Limitation

1. The contract shall enter into effect upon the Hotel's acceptance of the customer's application. At its own discretion, the Hotel may confirm the room reservation in writing.
2. Contractual partners are the Hotel and the customer. If a third party places the order for the customer, then that third party shall be liable to the Hotel, for all obligations arising from the Hotel Accommodation Contract, as joint and several debtor with the customer, insofar as the Hotel holds a relating statement by the third party.
3. All claims against the Hotel shall, as a matter of principle, fall under the statute of limitation within one year from the commencement of the knowledge-cognisance regular period of limitation as defined in Art. 199 sec. 1 BGB. Claims for damages will fall under the statute of limitations within five years, not depending on knowledge-cognisance. The periods of limitation shall not apply to claims which are based on an intentional or grossly negligent breach of duty on the part of the Hotel.

III. Services, Prices, Payment, Setoff

1. The Hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
2. The customer shall be obligated to pay the applicable and agreed hotel rates for the rooms provided and the services used by the customer. The same applies to the Hotel services and outlays to third parties caused by the customer.
3. The prices agreed include the Value Added Tax applicable at the relating time. If the period between conclusion and fulfilment of the contract exceeds four months, if the Hotel increases the rate generally charged for such services, the Hotel may raise the contractually agreed rate in an adequate manner, however by a maximum of 5 %.
4. Culture & City TAX from 1. October 2010. The hotel must charge 5% Culture Tax additional on your room price. The guest must pay it in the hotel directly. The hotel pay it to the City of Cologne.
5. Furthermore, the Hotel may change rates if the customer later wishes to make changes in the number of reserved rooms and the services of the Hotel or the length of the guest's stay and if the Hotel consents to such changes.
6. Hotel invoices bearing no settlement date shall be paid, in full, within 10 days after receipt. The Hotel is entitled, at any time, to make accumulating accounts receivables payable and due and to demand payment without undue delay. In case of delayed payment, the Hotel shall be entitled to request default interests in the legally applicable rate, which is currently 8 % or, in case of legal transactions with the participation of a consumer, in the amount of 5 % over the base interest rate. The Hotel reserves the right to evidence that a higher damage has been caused.
7. The Hotel will be entitled to request an adequate advance payment or deposit of a security, either at the date when the contract is concluded or afterwards, taking into account the legal provisions for package tours. The amount of the advance payment and the payment terms might be agreed, in writing, in the contract.
8. The customer may set off or reduce the claims for payment made by the Hotel only against an undisputed or legally effective claim for payment.

IV. Withdrawal of the customer (i.e. cancellation, rescission) / non-utilisation of the services of the Hotel

1. Any withdrawal from the contract concluded with the Hotel on the part of the customer requires the written consent by the Hotel. If such is not given, the price agreed and set out in the contract shall be paid even if the customer does not utilise the contractual services. This shall not apply if the Hotel infringes its duty to take into account the rights, objects of legal protection and interests of the customer, if it is unreasonable to expect the customer to abide by the contract or another statutory or contractual cancellation right exists.
2. To the extent that the Hotel and the 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 to withdraw from the contract expires if he/she does not exercise that right, in writing, to the Hotel by the agreed date, provided there is no case of withdrawal by the customer in accordance with item 1, sentence 3.
3. If rooms are not used by the customer, the Hotel shall apply credit for the income from renting the rooms to other parties and also for saved expenses.
4. The Hotel shall be at liberty to request the contractually agreed compensation and to make a flat-rate deduction for saved expenses. In this event, the customer is obliged to pay a minimum of 90 % of the contractually agreed price for lodging with or without breakfast, 70 % for room and half-board and 60 % for room and full-board arrangements. The customer is at liberty to prove that the claim mentioned above was not incurred or not incurred in the amount requested.

V. Withdrawal by the Hotel

1. To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, the Hotel, for its part, shall be entitled to withdraw from the contract within this period, if there are requests by other customers for the contractually reserved rooms and if the customer, upon further inquiry by the Hotel, does not waive his/her right of withdrawal.
2. If an agreed advance payment, as requested under Art. III, no. 6 above, is not made even after a reasonable grace period set by the Hotel has expired, the Hotel is likewise entitled to rescind the contract.
3. Furthermore, the Hotel shall be entitled to perform an extraordinary termination of the contract for a materially justified reason, if, for example
 - the fulfilment of the contract becomes impossible based on force majeure or other reasons for which the Hotel is not responsible;
 - rooms are reserved with misleading or false information regarding major facts, such as e.g. the identity of the customer or the purpose;
 - the Hotel has justified cause to believe that the use of the hotel's services might jeopardise the smooth operation of the hotel, its security or public reputation, without that being attributable to the Hotel's sphere of control or organisation;
 - any infringement of Art. I, no. 2 above has been caused.
4. The customer cannot derive any claim for damages from a justified rescission by the Hotel.

VI. Provision, Hand-over and Return of the Rooms

1. The customer does not acquire a claim for the provision of certain rooms.
2. Booked rooms will be available to the guest from 2.00 pm of the agreed date of arrival. The customer has no claim for a previous provision.
3. The rooms shall be vacated and made available to the Hotel no later than 10.00 am, on the agreed date of departure. After that time, on the grounds of delayed vacating of the rooms for use exceeding the contractual time, the Hotel may charge 50 % of the full accommodation rate (list price) for the additional use of the room until 6.00 pm, 100 % from 6.00 pm. No contractual rights shall be established for the customer hereby. The customer is at liberty to prove that the Hotel has not accrued any claim to

use damages or that such are significantly lower.

VII. Liability by the Hotel

1. The Hotel is liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims for damages of the customer shall be excluded. Excluded from this is damage arising from the injury of life, body or health and the Hotel is responsible for the breach of obligation, other damage which is caused from an intentional or grossly negligent breach of obligation on the part of the Hotel and damage which is caused from an intentional or negligent breach of obligations of the Hotel which are typical for the contract. Any breach of obligations by the Hotel shall be deemed equivalent to a breach of duty by a statutory representative or a vicarious agent. In the event of disruptions or defects in the Hotel's services, the Hotel will endeavour to provide relief when it becomes aware of this or upon the customer's immediate notification of the defect. The customer undertakes to contribute reasonable assistance in remedying the fault and minimising any possible damage.
2. The Hotel's liability toward the customer for property, introduced to the Hotel, is in accordance with the statutory provisions, i.e. up to one hundred times the room rate, not exceeding € 3,500, and up to € 800 for cash and valuables. Cash, securities and valuables up to a maximum value of € (enter Hotel's insurance sum) may be stored in the hotel safe or room safe. The Hotel recommends to make use of this facility. Liability claims expire, unless the customer notifies the Hotel immediately after gaining knowledge of the loss, destruction or damage (Art. 703 BGB). With regard to more extensive liability of the Hotel, no. 1, sentences 2 to 4 above, shall apply respectively.
3. Insofar as a parking space is provided to the customer in the hotel car park or a hotel parking lot, this does not constitute a safekeeping contract, even if a fee is charged. The Hotel assumes no liability for loss or damage to motor vehicles parked or manoeuvred on the Hotel's premises, nor the contents hereof, excepting cases of intent or gross negligence. No. 1, sentences 2 to 4 apply accordingly.
4. Wake-up calls are carried out 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 – at request – forward such items, against a charge. No. 1, sentences 2 to 4 apply accordingly.

VIII. Final Provisions

1. Amendments of or supplements to the contract, the acceptance of the application or these General Terms and Conditions for Hotel Accommodation shall be made in writing. Any unilateral amendments or supplements made by the customer shall be ineffective.
2. Place of fulfilment and place of payment shall be at the registered office of the Hotel.
3. Exclusive place of jurisdiction – including for disputes relating to cheques and bills of exchange – shall be the registered office of the Hotel, for commercial transactions. Insofar as one contractual partner meets the preconditions defined in Art. 38 sec. 2 ZPO (Code of Civil Procedure) and has no general place of jurisdiction in the domestic country, the place of jurisdiction shall be deemed to be the registered office of the Hotel.
4. German laws shall apply. The application of the UN Convention on the International Sale of Goods and the conflict law shall be excluded.
5. If individual provisions of these General Terms and Conditions for Hotel Accommodation Contracts are or become ineffective or null and void, the effectiveness of the remaining provisions shall remain unaffected. Otherwise, the legal provisions shall apply.

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