

TERMS OF ACCOMMODATION AND AGENCY

Congress • Tourismus • Wirtschaft Würzburg, proprietary operation of the City of Würzburg and referred to in the following as "CTW" for short, arranges accommodation for guests in lodging establishments, hereinafter referred to collectively as "Host", in the Fränkische Weinland (Franconian Wineland) region according to availability. If effectively agreed, the following terms and conditions will form integral content of the accommodation/lodging contract coming into being between the Guest and the Host and, supplementarily to the relevant legal provisions, govern the contractual relationship between the Guest and Host and the agency activity of **CTW**. **For these reasons you are kindly requested to carefully read through these Terms of Accommodation and Agency.**

1. Status of CTW, applicability of these terms and conditions

- 1.1. Unless expressly agreed otherwise, the status of **CTW** is solely that of an agent.
- 1.2. **CTW** will accept no liability for the details and information provided by the Host, nor for services and shortcomings therein in connection with the services to be provided by the Host.
- 1.3. This shall not affect any liability arising to **CTW** from the agency contract.
- 1.4. In the individual case the Host is free to conclude agreements with the Guest which deviate from these Terms of Accommodation and Agency.

2. Conclusion of contract, travel agencies, details and information in hotel guides

- 2.1. On making the booking, the Guest offers to enter into a binding contract for accommodation with the Host. This offer is based on the description of the accommodation and the supplementary basic booking information (e.g. description of location, classification details, information found on the relevant website) to the extent that these are available to the Guest.
- 2.2. Bookings may be made verbally, in writing, by telephone, by fax, or electronically (eMail, Internet). Electronic bookings are confirmed to the Guest electronically immediately on placement.
- 2.3. The contract shall come into force upon receipt of the acceptance declaration (confirmation of booking) on the part of the Host or **CTW**. This acceptance declaration need take no prescribed form, so even verbal or telephoned confirmation is legally binding for Guest and Host. As a rule, the Host or **CTW** as its representative will additionally send a written copy of the booking confirmation to the Guest.
- 2.4. Should the Host or **CTW** provide a special offer at the Guest's request or that of the Booking Party, this shall, in deviation from the above provisions, constitute a binding contractual offer on the part of the Host to the Guest or Booking Party as applicable. In such cases, the contract shall come into force without requiring corresponding confirmation from the Host or **CTW** if the Guest or the Booking Party accepts this offer without reservations, changes or additions within the period prescribed in the offer by way of declaration, downpayment, final payment or use of the accommodation.

3. Prices and services

- 3.1. The prices indicated in the brochure are net prices and include statutory value added tax and all additional expenses unless indicated otherwise with regard to such additional costs. Additional charges might be made for optional or supplementary services.
- 3.2. The services to be provided by the Host are defined solely in the booking confirmation in connection with the valid brochure or property description as well as any supplementary agreements specifically concluded with the Guest/Booking Party. The Guest/Booking Party is advised to make any additional agreement in writing.

4. Payment

- 4.1. The time at which downpayments and final payments fall due is based on the corresponding arrangement agreed with the Guest or Booking Party and indicated in the booking confirmation. In the absence of any such agreement, the entire price of accommodation including additional costs and services shall fall due at the end of the Guest's stay and accordingly be paid to the Host.
- 4.2. In the case of stays of more than one week, the Host may bill and request payment for the days of accommodation already provided and additional services rendered (e.g. catering services not included in the accommodation price, beverages, etc. from the minibar).
- 4.3. Even if not expressly indicated in the booking confirmation, the Host may, unless agreed otherwise in the individual case, request a downpayment amounting to 20 percent of the total price.

4.4. Payment in foreign currencies and by collection-only checks is not possible. Payment by credit card will only be possible by arrangement or if generally offered by the Host by means of displayed notice. Payment at the end of the stay may not be made by bank transfer.

4.5. Should the Guest fail to make an agreed downpayment in part or in whole despite having received a reminder from the Host in which an additional deadline has been set, the Host shall – insofar as he himself is ready and able to render the contractual services and to the extent that the Guest has no legal or contractual right of retention against the Host – have entitlement to withdraw from the contract with the Guest and charge the latter a cancellation fee in accordance with Section 5 below.

5. Cancellation and no-show

- 5.1. In the case of cancellation the Host shall remain entitled to payment of the agreed price of the stay, including the cost of board and any payments due for additional services..
- 5.2. Within the framework of its normal business activities, the Host, while not being subject to any obligation to undertake any special efforts, is obligated to seek alternative occupation of the booked accommodation, with account being taken of the specific character of said accommodation (e.g. non-smoking room, family room).
- 5.3. The Host is obligated to deduct from the aforementioned claim the amount earned through alternative use of the room, as well as any expenses not incurred.
- 5.4. As per the percentage rates prescribed by law for the assessment of non- incurred expenses, The Guest or Booking Party is obligated to pay the Host the following amounts, based in each case on the total price of the accommodation services (including all additional expenses):

■ For accommodation without board	90%
■ For bed and breakfast	80%
■ For half board	70%
■ For full board	60%
- 5.5. The Guest/Booking Party expressly retains the right to substantiate to the Host that the cancellation costs saved by the latter are considerably higher than the above charges or that alternative use was found for the accommodation services in question. In such case the Guest/Booking Party will then only be obligated to pay the lower amount.
- 5.6. **We strongly recommend the conclusion of a travel cancellation insurance policy.**
- 5.7. For booking processing-related reasons the notice of cancellation is to be addressed to the Host and not to **CTW** and, in the Guest's interests, should be made in writing.

6. Arrival and departure

- 6.1. The Guest should arrive on the agreed date by 6:00 p.m. at the latest without any necessity for a special agreement in this respect.
- 6.2. The Guest is obligated to notify the Host – **not CTW** – of any delay in arrival no later than the agreed time of arrival. The Guest's failure to give such notification will entitle but not oblige the Host to seek other occupants for the accommodation in question.
- 6.3. The Guest should leave the accommodation at the latest by 12:00 midday on the date of departure agreed and indicated in the booking confirmation, without any special agreement being necessary in this respect. The Guest's failure to vacate the accommodation punctually will entitle the Host to demand extra payment. The Host reserves the right to assert further claims for damages in such instance.

7. Guest's obligations, bringing of animals, cancellation by the Host

7.1. The Guest is obligated to use the accommodation and its facilities and all of the Host's facilities for their intended purposes only and with care and in accordance with any rules of usage which might exist, (e.g. in connection with a swimming pool and sauna).

7.2. The Guest is obligated to **notify the Host without delay** of any defects and malfunctions and remediation thereof. Solely notifying **CTW** will be insufficient, and culpable failure to lodge complaint could result in any claims by the Guest becoming partially or wholly invalid.

7.3. The Guest may only cancel the contract in the event of significant defects or malfunctions. Before doing so, the Guest shall within the framework of the notice of complaint first set the Host a reasonable deadline for remediation unless such remediation is not possible, or is refused by the Host, or if immediate cancellation is materially justified by a special interest of the Guest which is evident to the Host, or if such reasons make a continuation of the stay objectively unreasonable from the Guest's point of view

7.4. The bringing into and keeping of pets in the accommodation will only be possible if expressly agreed beforehand or provided for in the tender. Within the framework of such agreement the Guest is obligated to provide true and accurate information as to type and size. Infringements against this provision can entitle the Host to extraordinary cancellation of the accommodation contract.

8. Liability

8.1. The contractual liability of the Host for non-physical damages is limited to three times the price of the stay, to the extent that damages to the Guest were caused neither wilfully nor by gross negligence on the part of the Host and to the extent that the Host is responsible for damage arising to the Guest solely as a result of a vicarious agent's negligence.

8.2. This provision shall have no bearing on any innkeeper's liability for deposited objects as per Article 701 et seq. of the German Civil Code.

8.3 The Host shall not be liable for any disruption in connection with services clearly provided by third parties to and merely arranged for by the Host for the Guest/Booking Party during the period of lodging (e.g. sports events, theatre visits, exhibitions etc.). This also applies to third-party services already arranged for in conjunction with the booking to the extent that these are expressly identified as such in the tender or booking confirmation.

9. Statutory limitation

9.1. Contractual claims on the part of the Guest/Booking Party against the Host or **CTW** arising from injury to life, limb or health, including contractual claims for compensation based on negligent breach of duty on the part of the Host or **CTW** or on wilful or negligent breach of duty by their legal representatives or vicarious agents will be subject to a period of limitation of three years. This also applies to claims for reimbursement for other damage arising from grossly negligent breach of duty on the part of the Host or **CTW** or from wilful or grossly negligent breach of duty by their legal representatives or vicarious agents.

9.2. Any and all other contractual claims will be subject to a period of limitation of one year.

9.3. The period of limitation as per the foregoing provisions shall in each case commence at the end of the year in which the claim was asserted and in which the Guest/Booking Party became aware of circumstances which justify such claim and in which the Host or **CTW** became aware of their liability or should have become aware thereof had it not been for gross negligence.

9.4. If negotiations are in progress between the tourist and the Host and/or **CTW** in respect of lodged claims or the circumstances upon which the claim is based, the period of limitation shall be suspended until such time as the Guest or the Host and/or **CTW** refuses to continue with the negotiations. The aforesaid period of limitation of one year shall become effective no earlier than three months after said suspension.

10. Applicable law, place of jurisdiction

10.1. The contractual relationship between the Guest/ Booking Party and the Host or **CTW** shall be governed exclusively by German law. The same shall apply to other legal relationships between the parties.

10.2. Insofar as admissible proceedings are brought by the Guest or Booking Party against the Host or **CTW** outside of Germany, for which reason German law does not apply in respect of the latter's liability, the legal consequences – in particular as regards type, scope and level of said claims of the Guest/Customer – shall be subject exclusively to German law.

10.3. The Guest or Booking Party may only take legal action against the Host or **CTW** at their place of registered domicile.

10.4. As regards legal actions on the part of the Host or **CTW** against the Guest or Booking Party, the latter's domicile shall be authoritative. The place of jurisdiction shall be the place of registered domicile of the Host as regards legal actions against guests or booking parties who are businesspersons, legal entities under public or private law or persons who live/whose place of business or usual place of residence is abroad or whose domicile/place of business or usual place of residence is unknown at the time of commencement of the action.

10.5. The aforementioned provisions shall not apply if and to the extent that other mandatory European Union provisions or other international provisions are applicable.

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