

Congress - Tourismus - Würzburg, propriety operation of the city of Würzburg and hereinafter referred to as "CTW" for short, arranges accommodation for guests in commercial lodging establishments, hereinafter referred to as "**host**", in Würzburg and the Fränkisches Weinland (Franconian Wine Country) 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, supplementary 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 and conditions.**

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

1.1. CTW is the operator of the respective websites and publisher of corresponding host directories, catalogues, flyers or other print media and online appearances, provided that it is expressly designated as the publisher/operator.

1.2. Insofar as **CTW** arranges further services of the hosts which do not account for a significant proportion of the total value of the host's services and neither constitute an essential feature of the host's or **CTW**'s own combination of services nor are advertised as such, **CTW** merely has the status of an agent for accommodation services.

1.3. CTW shall act as an agent of combined travel services, if a combination of travel services offered by **CTW** fulfils the pre-requisites as defined in the statutory provisions of Section 651w of the German Civil Code.

Notwithstanding **CTW**'s statutory obligations when offering combined travel services (especially with respect to due delivery to the guest of the information forms as provided by statutory law, and due provision of security in relation to customer payments in the event that **CTW** collects any guest payments) and notwithstanding moreover the consequences provided by statutory law in case **CTW** should fail to observe its respective statutory obligations, **CTW** shall, provided it duly fulfils the pre-requisites as outlined in sections 1.2 and 1.3 above, act neither as a travel package tour operator nor as the guest's contract partner in relation to any accommodation contract concluded. **CTW** shall thus not be liable in relation to any information provided by the host as regards prices or services nor in relation to any service deficiencies. **CTW**'s liability as an agent for accommodation services as well as any liabilities based on statutory law, especially on the basis of compulsory provisions in relation to tele-services and business contracts that are concluded electronically shall remain unaffected.

1.4. These terms and conditions (if and as far as validly agreed upon) shall apply to the contractual relationship regarding the provision of accommodation services which have been booked on the basis of the host directories, brochures or internet advertisements as published by **CTW**.

1.5. The hosts reserve the right to agree with the guest on other terms and conditions of accommodation than the present ones or to make supplementary or deviating agreements to the present terms and conditions of accommodation.

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

2.1. On making the booking, the guest offers to enter 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 at the time of booking.

2.2. Bookings may be made verbally, in writing, by telephone, by fax, or electronically (E-Mail, Internet). Electronic bookings are confirmed to the guest electronically immediately on placement.

2.3. The contract shall come into force upon the guest's receipt of the acceptance declaration (confirmation of booking) on the part of the host or **CTW** as its representative. It does not require any particular form, 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 in the case the booking was made verbally or by telephone. However, verbal or telephone bookings by the guest lead to a binding conclusion of the contract even if the guest does not receive the corresponding written additional copy of the booking confirmation.

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, insofar as this is not non-binding information about available accommodation and prices. 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 a period prescribed in the offer by way of declaration, down payment, final payment or use of the accommodation.

2.5. For bookings made online, the following applies to the conclusion of the contract:

a) By clicking on the button "book with obligation to pay", the guest enters into a binding obligation towards the host to conclude an accommodation contract. The guest shall immediately receive an electronic confirmation of the receipt of the booking.

b) Submittal of the contractual offer by clicking on the button "book with obligation to pay" does not constitute a claim on the part of the guest to formation of an accommodation contract in accordance with his/her booking details. Rather, the host is free to decide whether to accept the guest's contractual offer or not.

c) The contract is concluded upon receipt of the booking confirmation by the guest.

d) The contract is formed through the booking confirmation, which is shown on the screen immediately after the button "book with obligation to pay" has been clicked (real-time booking). The guest shall be offered the possibility to immediately store and also to print the booking confirmation. However, the binding character of the accommodation contract is not dependent on whether the guest actually uses these possibilities for storage and printing. As a rule, the host will additionally forward the guest a copy of the booking confirmation per email, email attachment, postal service or fax. However, receipt of such an additionally forwarded order confirmation is not a condition for the legal validity of the accommodation contract.

2.6. In accordance with the applicable obligations as provided by law, the guest is herewith duly informed that pursuant to the relevant legislative provisions (as stipulated in section 312g paragraph 2 sentence 1 no. 9 of the German Civil Code) **CTW** emphasizes the following: The guest shall have no right to object a contractual relationship concluded for the purposes of providing accommodation services, that has been concluded remotely (i.e. by way of letter, brochure, telephone, fax, email, via text messages as well as by way of broadcasting services via radio or TV): In such cases the guest's rights are limited to the statutory provisions applicable in the event of rental services not being utilized (section 537 of the German Civil Code). In this respect, please refer also to the provisions stipulated in Section 5 hereunder). The guest does however have a right to object if the contractual relationship relating to the provision of accommodation services has been concluded outside of business premises, unless however, either one of the aforementioned constellations applies or the oral negotiations on the basis of which the contractual relationship was concluded, were conducted following the guest's respective request. In such cases the guest shall have no right to object.

3. Prices and services

3.1. The prices indicated in the booking (host directory, offer of the host, internet) are final prices and include statutory value added tax and all additional expenses, unless otherwise indicated with regard to such additional costs. Additional charges might be made and shown separately such as visitor's tax and fees for services billed according to consumption (e.g. electricity, gas, water, firewood) and for optional and additional services that are booked or used on location.

3.2. The services to be provided by the host are defined solely by the content of the booking confirmation in connection with the details provided about the accommodation and about the services of the host in the booking as well as any supplementary agreements specifically concluded with the guest/booking party. The guest/booking party is advised to make any additional agreements in written text.

4. Payment

4.1. The time at which down payments 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 down payment 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 down payment and/or the final payment or does not make it in full within the specified period despite a reminder from the host with a reasonable deadline – even though the host is ready and able to properly provide the contractual services – and there is no legal or contractual right of set-off or retention on the part of the guest, and if the guest is responsible for the delay in payment, the host is entitled to withdraw from the contract with the guest after a reminder with a deadline and after the deadline has expired and to charge the guest a cancellation fee in accordance with section 5 of these terms and conditions.

5. Cancellation and no-show

5.1. In the case of cancellation or no-show by the guest, 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. This

does not apply if the guest has been granted a free right of cancellation by the host in individual cases and the host receives the guest's declaration of the exercise of this free right of cancellation, which does not require a specific form, within the deadline.

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. Insofar as the host is able to find alternative occupancy for the period booked by the guest, he shall have the income from such alternative occupancy, insofar as such alternative occupancy is not possible, deducted from his claim in accordance with section 5.1.

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 – hereby taking into account any amounts to be offset in accordance with section 5.3. – based in each case on the total price of the accommodation services (including all additional expenses), but without including any visitor's tax:

- 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. The notice of cancellation for all bookings must be sent directly to the host and **not** to CTW and, in the guest's interests, should be made in written form.

6. Arrival and departure

6.1. The guest should arrive on the agreed date by 6:00 pm 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 mid-day 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 host shall be liable without limitation to the extent that

- the damage results from the breach of a substantial obligation, the fulfillment of which is a pre-requisite for the proper performance of the contract or the breach of which jeopardizes the achievement of the purpose of the contract
- the damage results from injury to life, body or health.
In all other respects, the liability of the host is limited to damage caused by the host or his vicarious agents intentionally or through gross 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. Special regulations in connection with pandemics, especially COVID-19

9.1. The parties agree that the agreed services shall always be provided by the respective host in compliance and in accordance with the official requirements and conditions applicable at the respective time of travel.

9.2. The guest agrees to follow any appropriate usage regulations or restrictions imposed by CTW and the hosts when using services and to notify the host immediately in the event of any typical symptoms of illness occurring.

9.3. The above provisions shall not affect any warranty rights of the guest, in particular under Section 536 of the German Civil Code.

10. Alternative settlement of disputes; Applicable law and place of jurisdiction

10.1. With respect to the newly introduced legislation regulating the settlement of consumer disputes (Gesetz über Verbraucherstreitbeilegung) CTW advises herewith that CTW currently does not participate in any such voluntary settlement programme. In the event that the participation in such a programme became obligatory in the further course after printing and publishing these terms and conditions, CTW shall duly inform their guests accordingly. In relation to all contractual relationships concluded electronically, CTW refers herewith to the European dispute settlement platform <https://ec.europa.eu/consumers/odr/>.

10.2. 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.

10.3. The guest or booking party may only take legal action against the host or CTW at the registered office of CTW.

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 business persons, 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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