

## General trading conditions

### What do our guests have to consider with the order of a hotel room?

1.

#### If a hotel room on-line is ordered, then a legally binding contract came.

The form as E-Mail order, planned for it, is sufficient.

Of arguments it is to be consisted however advisable on a written confirmation. That applies particularly to longer journeys.

The E-Mail is thereby a fast and practicable aid.

2.

#### The conclusion of the guest contract engages the contracting parties for the entire duration of the contract to the fulfilment of the final mutual obligations:

- Obligation of the Hotelier is it to hold the room ready according to the order.
- Obligation of the guest is it to pay the price for the time (duration) to the order of the hotel room.

3.

#### The Hotel owner clings,

if it cannot make the ordered room available with the journey (e.g. **stroking, construction work and ae.**). Then the Hotelier is obligated to the guest in relation to the **payment of damages**. That e.g. costs of the taxi to a spare accommodation and the difference can be at a there higher hotel room price. The guest is not obligated in a lower category to spending the night.

4.

#### The guest clings,

if it does not take the ordered hotel room up (**refusal, no show up**).

It remains legally obligated to pay the price for the agreed upon hotel achievement without it depends on the reason of the prevention (§ 537 BGB).

It concerns thereby not around a payment of damages -, but a requirement for fulfilment.

5.

#### A legal right to the resignation (cancellation) does not give it.

Also **illness, deaths, car break downs** etc. do not relieve of the obligation to pay the overnight accommodation price.

Something else applies,

- if the parties by separate contract a **right of withdrawal agreed upon**.
- if the achievement of the Hotelier is unsatisfactory (e.g. dirt, vermin, wrong promises etc..) and the restaurant operator/barkeeper an appropriate period for the removal of the lack, set by the guest, unused to elapse leaves. The guest has then a right to give notice after § 543 BGB.
- if the cancellation **is accepted** in writing and accepted by the Hotelier (or its employees).

## 6.

### Other one letting

Only for the period, in which the hotel is **written off** in this room category (completely occupied), the obligation of the guest **is void** for payment at height of the otherwise obtained incomes for this period.

The restaurant operator/barkeeper is not obligated to undertake **efforts toward subletting** to other guests (OLG Düsseldorf Urt. v. 2.5.91 - 10 U 191/90 -).

§ 254 BGB (contributory negligence) no application finds but is assigned, to the right to recovery of damages in the rent-contractual requirement for fulfilment.

## 7.

### Departure of saved expenditures

During **a cancelled invoice** opposite, the guest must **the actual savings** of the enterprise to be taken off.

Savings of the enterprise amount to according to experience

- with the overnight accommodation with breakfast **20%**,
- with half-board agreements **30%**,
- with board agreements **40%**

the agreed upon price.

## 8.

### Cash payment and pledge right

The restaurant operator/barkeeper has a requirement on **cash payment** of all achievements before departure and accordingly a legal **pledge right** at the brought in things of the guest. (from it also **the place of delivery** results - at least for the travelled guest.)

## 9.

### Area of jurisdiction

Area of jurisdiction is the D R. the **place of the hotel** to furnish there also in the case of a not use of the room the achievements from the guest photograph contract (payment of the overnight accommodation price) at the place of the enterprise is (area of jurisdiction of the place of delivery § 29 ZPO, § 269 BGB).

----- DEHOGA - Hotel- and Restaurant Federration -----