

## **GENERAL TERMS OF BUSINESS FOR ACCOMMODATION SERVICES AND THE ARRANGEMENT OF SUCH SERVICES**

### **I.**

#### **Legal relationships; contractual obligations and liability of Europastadt GörlitzZgorzelec GmbH**

1. The firm of Europastadt GörlitzZgorzelec GmbH, referred to below as "EGZ", arranges services in connection with accommodation in Görlitz with providers of such accommodation (hotels, guest houses, bed-and-breakfast accommodation, private rooms, holiday accommodation) – referred to collectively below as the "hotel". In the conclusion of contracts for accommodation services, EGZ represents the hotel in transactions with the guest. The contract of accommodation itself is concluded between the guest and the hotel. The following provisions regulate both the activities of EGZ as an intermediary as well as the conclusion and the contents of the contract of accommodation between the guest and the hotel.
2. As an intermediary and representative EGZ has no legal responsibility for the services provided by the hotel or for the correctness of the statements and information which are issued by the hotel.
3. EGZ accepts liability towards the guest only in the event of intentional or grossly negligent dereliction of its duties by EGZ or its authorised representatives or those acting on its behalf in the course of its activities as an intermediary. This limitation of liability does not apply in the event of loss of life, personal injury or impairment of the health of the guest or any of those persons listed in Section II. 2.. It also does not apply in the event of any breach of significant contractual obligations on the part of EGZ, the fulfilment of which is essential to the achievement of the purpose of the contract (cardinal obligations).

### **II.**

#### **Bookings; conclusion of contracts**

1. Guests who book with EGZ make a binding offer for the conclusion of an intermediary contract with EGZ and a contract of accommodation with the hotel.
2. Such a booking can be made in writing, verbally, by telephone or electronically. If the guest expressly and separately enters into such an obligation, the booking will also be binding on any other persons who are covered by it.
3. Intermediary and accommodation contracts are created when the booking is confirmed by EGZ. Such confirmation does not require any specific form in order to become valid. As a rule, however, EGZ will provide confirmation of bookings in text form (in writing, by fax or by email). In the event of any divergence between the booking and the confirmation, the intermediary and accommodation contracts come into effect on the basis of the confirmation of booking if, within five days after it is received by the guest, it is confirmed by the guest either expressly or implicitly (for example by making a payment in full or as a deposit). The same applies if EGZ has, at the request of the guest, previously submitted a special offer to the guest.

**III.  
Terms of the contract of accommodation  
between the guest and the hotel**

The terms of this Section III. apply to the letting of rooms by the hotel as well as further services and supplies provided to the guest by the hotel.

**1. General**

- a) The sub-letting of the rooms by the guest or their use for any purpose other than accommodation require the prior written agreement of the hotel.
- b) The terms of business of the guest will not apply, unless this has been expressly agreed in writing.

**2. Services, prices, payment, set off**

- a) The hotel has the duty to make available the room(s) booked by the guest and to provide the agreed services.
- b) The guest has the duty to pay the hotel the price which has been agreed for the provision of the room(s) and any further services to be provided by the hotel. This also applies to any services and outlay by the hotel to third parties at the request of the guest.
- c) The agreed prices which are shown in the confirmation of booking by EGZ include the applicable rate of VAT. If the period between the conclusion and the fulfilment of the contract is longer than four months and if the price charged by the hotel in general is increased, the contractually agreed price can be raised by the hotel by a reasonable amount, up to a maximum of 5 %.
- d) Prices can also be changed by the hotel if the guest subsequently requires changes to the number of rooms which are booked, to the services to be provided by the hotel, or in the length of the accommodation, and if the hotel agrees to such changes.
- e) Payments due by the guest to the hotel are made to the hotel direct (not to EGZ). Invoices issued by the hotel without any due date are payable without deduction within 10 days after receipt of invoice. The hotel has the right to accelerate any accumulated outstanding accounts at any time and require payment without delay. Where the guest is in arrears with payment the hotel has the right to charge interest at a rate of 8 percentage points or – if the guest is a private consumer – a rate of 5 percentage points above the basic rate of interest in accordance with § 247 BGB (German Civil Code).
- f) When the contract is concluded or at a later stage, the hotel has the right, in accordance with legal regulations covering package tours, to require a reasonable payment in advance or a form of security. The amount of the advance payment and the due date of payment can be agreed in writing in the contract.
- g) Against claims asserted by the hotel the guest can only set off undisputed or legally confirmed claims.

**3. Withdrawal by guest from the contract (cancellation, failure to make use of services)**

- a) Withdrawal by the guest from a contract concluded with the hotel requires the written agreement of the hotel. If this is not given, the price which was agreed in the contract is to be paid even if the guest does not make use of the contractually agreed services. This does not apply if the hotel infringes its duty to take account of the rights, rightful property and interests of the guest and if the guest as a result cannot be reasonably expected to honour the contract.

- b) If a date has been agreed in writing between the hotel and the guest by which withdrawal from the contract is possible, the guest can withdraw from the contract up to this date without this giving rise to any claim on the part of the hotel for payment or damages. The guest's right of withdrawal becomes null and void if he does not make use of the right in writing by the agreed date, unless there is a case as described in Section a), Sentence 3 above.
- c) In the case of any rooms which are not made use of by the guest, the hotel must deduct the amount received from letting the rooms to other guests, together with any costs saved.
- d) The hotel can at its discretion demand the contractually agreed amount and make a flat-rate deduction for any cost saved. In this event the guest has the obligation to pay at least 90 % of the agreed price for an overnight stay without breakfast, 80 % for an overnight stay with breakfast and 60 % for full-board terms. The guest can at his discretion provide proof that the hotel has not sustained any loss or that the loss is lower than the flat rate which is demanded.

#### **4. Withdrawal from the contract by the hotel**

- a) If a date has been agreed in writing during which the guest can withdraw from the contract, the hotel will itself have the right during this period to withdraw from the contract if enquiries are received from other guests for the rooms which are the subject of the contract and if the guest, in response to a request by the hotel, does not waive his right of withdrawal.
- b) If an advance payment which has been agreed or required in accordance with Section 2. f) is not made, the hotel will also have the right to withdraw from the contract.
- c) In addition the hotel has the right of extraordinary withdrawal from the contract for justified reasons, for example:
  - if force majeure or other circumstances for which the hotel is not responsible make it impossible for the contract to be fulfilled,
  - if rooms have been reserved under misleading or false information about important facts, e.g. about the identity of the guest or the purpose for which the room was booked,
  - if the hotel has good reason to believe that the use of the hotel's services could endanger the trouble-free operations, security or the public reputation of the hotel, without this being attributable to the hotel's checks and organisation.
  - if there is an infringement of Section 1 a) above.
- d) If the hotel withdraws from the contract for good reason the guest has no claim for compensation.

#### **5. Provision, hand-over and return of rooms**

- a) The guest does not acquire a claim on the provision of specific rooms.
- b) Rooms which have been booked are available to the guest at the latest from 15.00 hrs on the agreed day of arrival. The guest has no claim on earlier availability. However, on request individual hotels may offer earlier availability. In such cases earlier availability requires a separate agreement between the guest and the hotel, or between the guest and EGZ.
- c) On the agreed day of departure guests have the duty to remove their possessions and make the rooms available to the hotel by 11.00 hrs at the latest. If the room is not vacated by this time the hotel can, up to 18.00 hrs, charge 50 % of the full accommodation/board price for the delay in vacating the room, and from 18.00 hrs a charge of 100 % can be made. This does not give the guest a contractual right to the provision of a room. The guest has the right to prove that the hotel has sustained a lower loss or no loss at all.

- d) On request individual hotels may agree to the guest retaining the use of the room until 12.00 hrs on the day of departure. However, any divergence from c) requires a separate agreement between the guest and the hotel, or between the guest and EGZ.
- e) Where no individual agreement has been made to the contrary, the above provisions will apply. In the reservation of holiday flats the arrival and departure times often diverge from the provisions of b) and c) above. When the booking is made guests will be informed about the times which apply in individual cases.

## **6. Liability on the part of the hotel**

- a) The hotel will perform its obligations arising from the contract with the diligence of an orderly business organisation. Any claims for damages on the part of the guest are excluded, unless there has been intentional or grossly negligent dereliction of its duties by the hotel or its authorised representatives or those acting on its behalf. This limitation of liability does not apply in the event of loss of life, personal injury or impairment of the health of the guest or any of those persons listed in Section II. 2.. It also does not apply in the event of any breach of significant contractual obligations on the part of the hotel, the fulfilment of which is essential to the achievement of the purpose of the contract (cardinal obligations). If there is any breakdown or defect in the services provided by the hotel, this will be remedied by the hotel as soon as it learns of the situation or is informed by the guest. Guests have the duty to report any problem without delay and to take all reasonable steps to help remedy the problem and minimise any possible damage.
- b) For property brought with them by guests the hotel is liable in accordance with legal regulations (§§ 701 ff. BGB) to one hundred times the price of the room to a maximum of 3.500 €, and for cash, securities and valuables up to the amount of 800 €. Any liability is cancelled if the guest fails to report any loss, destruction or damage to the hotel immediately after learning about it (§ 703 BGB).
- c) If the hotel has a safe in which the valuables of guests can be deposited, any such valuables, cash and securities to a maximum value of 7,500 € can be kept in the hotel safe. The hotel recommends that guests should take advantage of this opportunity.
- d) If a parking space is made available to the guest in the hotel garage or car park, even at a fee, this does not mean that a contract of safe keeping comes into effect. The hotel does not accept liability for loss or damage to any vehicles which are parked or driven on the grounds of the hotel, or loss or damage to their contents, unless there has been intentional or grossly negligent dereliction of its duties on the part of the hotel or its authorised representatives or those acting on its behalf.
- e) Requests for an alarm call will be implemented with the greatest of care by the hotel. Messages, post and shipments of goods for guests will be treated with care. The hotel will deliver, look after and – if requested – send such things on at additional cost. With regard to liability on the part of the hotel Point a) above applies.

## **IV. Joint provisions**

The following provisions apply both to the intermediary contract between the guest and EGZ and to the contract of accommodation between the guest and the hotel:

### **1. Statute of limitations**

Any claims by a guest on EGZ or on the hotel will lapse one year after the beginning of the statutory period of limitation. This does not apply if the claim is based on intentional or grossly negligent dereliction of their duties on the part of EGZ or the hotel.

## 2. Closing provisions

- a) Any changes or additions to the contract, acceptance of the registration, or these terms of business must be made in writing. Unilateral changes or additions by the guest will not be valid.
- b) The place of fulfilment and payment is Görlitz.
- c) The sole place of jurisdiction in business transactions, including any disputes regarding cheques and securities, is Görlitz. If a contracting party meets the precondition of § 38 Section 2 ZPO and has no general place of jurisdiction in Germany the place of jurisdiction will be Görlitz.
- d) Both the intermediary contract between the guest and EGZ and to the contract of accommodation between the guest and the hotel are subject to the law of the Federal Republic of Germany, to the exclusion of the UN convention on contracts for the international sale of goods and the provisions on conflict of laws.
- e) If individual provisions of these general terms of business are or become invalid or void this will not affect the validity of the remaining provisions. In this event the relevant statutory provisions will apply instead of the invalid provisions.

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