

# GTC relexa hotel GmbH

## General Terms and Conditions for Hotel Accommodation Contracts

### I. Scope, contract language

1.1. These Terms and Conditions (GTC) apply to all closed contracts between the guests and the relexa hotel GmbH, Carmerstraße 6, 10623 Berlin - hereinafter referred as "Hotel" - for the rental use of hotel rooms for purposes of accommodation - hereinafter referred as "Hotel Accommodation Contract" - the persons present, via the websites of the hotel, by telephone, in writing, by fax or by email, as well as for the related services and deliveries of the hotel.

1.2. The sub- or re-letting of the rooms, as well as their use for other, as accommodation purposes require the prior consent of the hotel (written), whereby § 540 paragraph 1 sentence 2 of the Civil Code is override, if the Guest is not a consumer.

1.3. Pre-formulated conditions of the guest, which deviate from these general terms and conditions are not part of the contract even if they are known, unless the hotel expressly agrees to their validity in writing.

1.4. A Guest is any natural person who enters into a legal transaction for purposes which are predominantly neither commercial nor self-employed. Entrepreneur is a natural or legal person or partnership with legal capacity, which trades in the course of his commercial or independent professional activity when concluding a legal transaction.

1.5. Primarily contract language is German.

### II. Conclusion of the contract, storage of the contract text

2.1. Contractual partners are the hotel and the guest. In the case of presence of both parties during the conclusion of the contract and via telephone booking, the contract is concluded by the hotel accepting the request of the guest. In case of booking by phone, the hotel will send the guest a confirmation via e-mail.

2.2. Alternatively, the guest can use the online booking form available on the website. The selection of services displayed on the website does not constitute a binding contract, but a request to the guest to make an offer. By completing and submitting the online booking form, no hotel contract is concluded jet between the guest and the hotel. The guest makes a binding offer to conclude a hotel accommodation contract by pressing the button "Complete Reservation" in the last booking step. During the booking process the guest can use the "back" function of the browser to correct or delete its entries or cancel the booking. The hotel accommodation agreement is concluded if the guest receives a booking confirmation by e-mail immediately, but no later than within two working days after the booking has been sent.

2.3. It is also possible to send non-binding requests to the hotel by letter, e-mail, fax or using the electronic request form on the website. In this case, the hotel will make a binding offer in writing (for example by e-mail), which can be accepted by the guest within 5 days – conditional to a different period in the offer of the hotel. The hotel confirms the conclusion of the contract by sending a booking confirmation by e-mail.

2.4. These terms and conditions can be viewed on the website in its current version. The booking confirmation contains the contract text including the GTC. The contract is stored by the hotel for a limited time and is no longer available after booking for security reasons. Sentence 2 does not affect tax or commercial law. The hotel asks the guest, in his own interest, to store or print the contract.

2.5. The hotel points out to the guest that the information required concluding the Hotel Accommodation Contract (such as the booking confirmation) will be transmitted in part by automated e-mail and the guest must ensure that the receipt of these e-mails is technically ensured.

### III. Services

3.1. The Hotel is obliged to keep the rooms available, which were booked by the guest and provide the agreed services. Which services have been contractually agreed, results from the information in the reservation confirmation.

3.2. The guest is obliged to pay the agreed prices of the hotel for the room and for other services. This also applies to services booked by the guest directly or via the hotel, which are provided by third parties and provided by the hotel.

3.3. If the guest has the possibility of specifying special requests during the booking, these are always non-binding requests, subject to a different agreement with the hotel.

3.4. Invoices of the hotel without a due date are payable within 10 days from receipt of the invoice without deduction. The hotel may demand the immediate payment of due claims from the guest at any time. In case of late payment, the hotel is entitled to demand the applicable statutory default interest of currently 8% or, in the case of legal transactions in which a guest is involved, in the amount of 5% above the base interest rate. The hotel reserves the right to prove higher damages.

3.5. The hotel is entitled to demand a reasonable advance payment or guarantee from the guest, in form of a credit card guarantee, a deposit or similar. The amount of the advance payment and the payment dates can be agreed in text form in the contract. For prepayments or security for package tours, the statutory provisions remain unaffected.

3.6. In justified cases, e.g. Payment arrears of the guest or extension of the contract, the hotel is entitled, even after conclusion of the contract, to demand an advance payment or security deposit or to increase the agreed advance payment.

3.7. Further the hotel is entitled to demand a reasonable advance payment from the guest, at the beginning and during the stay, for existing and future claims from the contract, if such has not already been provided (according to 3.5./3.6.).

#### **IV. Price and payment terms and conditions**

4.1. The Prices are total prices and including legal taxes VAT and other price components (e.g. culture tax or bed tax). Public charges such as tourist taxes are not included in the prices. These have to be paid by the guest and his fellow travelers directly at the hotel.

4.2. In case of a changing of the VAT or new introductions, modifications or abolitions of local taxes on the subject matter after the conclusion of the contract, the prices will be adjusted accordingly. For contracts with consumers, this only applies if the period between the conclusion of the contract and the performance of the contract exceeds four months.

4.3. Invoices of the hotel without a due date are to be paid within 10 days from receipt of the invoice without deduction. The hotel can demand the immediate payment of due claims at any time from the guest. If a guest defaults on the settlement of a claim for payment, the hotel is entitled to claim default interest in the amount of five percentage points above the applicable base interest rate. For transactions in which a consumer is not involved, the interest rate is nine percentage points above the current base rate. In these cases, the hotel may also request the payment of a lump sum of 40,00 €. The lump sum is to be credited to a payable damages, as far as the damage is justified in costs of legal action.

4.4. The hotel is entitled to demand from the guest a reasonable advance payment up to 90 %, as a security deposit in the form of a credit card guarantee or deposit up to 90 % of the agreed amount to secure the booking. The amount of the advance payment and the due date will be agreed in the contract in writing. In case of advance payments or security deposits for package-tours the statutory provisions are waived and calculated as per package tour.

4.5. For late payments or expansion of the contract from the guest, the hotel is entitled to demand, even after the completion of the contract until the beginning of the stay, an advance or security deposit within the meaning of statute 4.4. or an increase in the agreed contract advance payment or security deposit.

4.6. Package deals, promotions or other discounts are not combinable. Personal company prices are not transferable to third parties.

#### **V. Cancellation of booking by the guest (cancellation and termination) or non-arrival (No show)**

5.1. If it has been agreed by contract that the guest can withdraw from the contract free of charge within a certain period of time, the hotel is entitled during this period to withdraw from the contract, if inquiries from other guests to the contractually booked rooms are available - and the guest after consultation of the hotel not on renounced his right to resign.

5.2. If an agreed or according to Nr. 3.5./3.6. demanded advance payment or security deposit is not made even after the expiry of a reasonable grace period set by the hotel, the hotel is also entitled to withdraw from the contract.

5.3. If the cancellation right of contract termination is not agreed or already expired, there is no statutory obligation to cancel or terminate the contract. If the hotel does not agree to cancel the contract, the hotel has the right to claim agreed payment of booked services and facilities in spite of non usage of services by the guest.

5.4. Furthermore, the hotel is entitled to withdraw from the contract for a materially justified reason, for example if

- force majeure or other circumstances for which the hotel is not responsible, make the fulfillment of the contract impossible
- rooms are booked by culpably misleading or misrepresentation of essential facts, e.g. to the purpose of the guests stay
- the hotel has reasonable cause to believe that the use of the hotel services may jeopardize the smooth operation, security or reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization
- the purpose or occasion of the stay is unlawful
- there is a violation of the above-mentioned paragraph 1.2.

5.5. In case of justified cancellation of the hotel no claim of the customer for compensation for damages arises

## **VI. Cancellation of the booking by the hotel**

6.1. The hotel is entitled to withdraw from the contract, if an according to section 4.3. - 4.5. agreed and due performance of the guest after the expiration of a reasonable grace period and threat of annulment is not provided.

6.2. The hotel is also entitled to extraordinary relief from the contract if there is good cause, in particular if a breach of 7.2. of these Terms and Conditions is present or the purpose or occasion of the stay is unlawful or rooms are intentionally booked under misleading or false statement of material facts in the person of the guest and the hotel has suffered material damage as a result of this behavior.

## **VII. Room Supply and Use**

7.1. The provided rooms are only for accommodation purposes.

7.2. The guest has no claim to use certain rooms, unless this has been expressly agreed between the contracting parties.

7.3. Booked rooms are available from 15:00 o'clock, unless otherwise agreed. The guest is not entitled to an earlier provision.

7.4. On the departure day, the rooms must be vacated to the hotel no later than 12:00 o'clock, unless otherwise agreed. Thereafter, the hotel is entitled to charge 50% of the current room rate until 06:00 pm and 90 % after 08:00 pm due to the late eviction of the room for its contractual use. Contractual claims of the guest are not justified by this.

7.5. The guest is free to prove that the mentioned claim has not been made or not created in alleged amount.

## **VIII. Liability**

8.1. The liability of the hotel depends on the legal regulations. For guest's belongings the paragraphs §§ 701 and following of the Civil Code apply. The hotel recommends, if available, to use the hotel or room safe.

8.2. The guest is held within the scope of his legal duty to mitigate damage, to contribute to the reasonable, to remedy faults and to minimize any possible damage, and to notify the hotel immediately of any faults or damage

## **IX. Data protection**

9.1. The data protection is subjected to the regulations of the Federal Data Protection Law and Telemedia Law. For the contract settlement the hotel may collect, storage and processing personal data of the guests. Personal data will only be used for the purpose of the contract. The guest agrees to the use of his personal data for the aforementioned purposes.

9.2. Incidentally, the separate notice of confidentiality applies, which can be accessed via the hotel websites.

## **X. Final provisions and jurisdiction**

10.1. All relations between the guest and the hotel subject to the law of the Federal Republic of Germany excluding the UN-sales law. Sentence 1 applies to consumers only so far as the choice of law does not undermine the protection of mandatory statutory provisions of the state in which the consumer has his habitual residence.

10.2. Place of performance and place of payment as well as exclusive place of jurisdiction - also for check and exchange disputes - is in the commercial traffic Berlin. If a guest fulfills the requirements of § 38 (2) of the Code of Civil Procedure and has no general place of jurisdiction in Germany, the place of jurisdiction is Berlin.

10.3. If individual provisions are wholly or partially invalid or unenforceable, or if they lose their legal validity or feasibility later, this shall not affect the validity of the remaining provisions. Instead of the invalid or unenforceable provisions, the legislation comes into force

### **Additional note:**

Mandatory information under Regulation (EU) No. 524/2013 of the European Parliament and of the Council:

Link to the homepage of the online dispute resolution body of the European Commission:  
<http://ec.europa.eu/consumers/odr/>

If you have any questions about possible dispute resolution, please contact us via Email:  
[kontakt@relexa-hotel.de](mailto:kontakt@relexa-hotel.de).