



GENERAL TERMS AND CONDITIONS – HOTEL ACCOMMODATION KAISERHOF (AGB – HK)

I. Scope of Application

1. These Terms and Conditions apply to Hotel accommodation contracts as well as to all services provided by Kaiserhof arising therefrom where the booking results in a contractual obligation exceeding not more than 10 room unit.
2. Any regulations deviating from these Terms and Conditions especially those contained in the organisers' or orderers' terms and conditions shall not apply. This does not apply to provisions expressly agreed in writing or recognised by Kaiserhof.

II. Conclusion of Contract

Hotel accommodation contracts become effective as soon as the booking of a room was made in writing or confirmed by telephone or – if a written confirmation was no longer possible due to lack of time – was made available. In the absence of a written confirmation there is no entitlement to the availability of a certain room.

III. Services and Modalities of Payment

1. Booked rooms will be available from 3 p.m. on the arrival date until noon on the departure date.
Visitors are not entitled to use the room earlier than 3 p.m. Rooms booked will be reserved until 6 p.m..
In the event a room is occupied at the departure date without the prior consent of Kaiserhof beyond the time of 12 a.m. we will charge
 - 50% of the room price until 6 p.m. and
 - 100% from 6. p.m.when there is no possibility of an alternative lease or leave.
2. Payment is due upon the departure date either via credit card or EC-card.
3. Upon the presentation of the confirmation of cost coverage and if there is an agreement that the invoice may be sent by mail, fax, email or otherwise, payment must be made within 10 days from receipt without deduction by remittance into the following account: Sparkasse Münsterland Ost, BLZ 400 501 50, account no. 34402016, BIC/SWIFT WELADED1MST, IBAN DE52 4005 0150 0034 4020 16.
4. If a cost coverage was agreed but the relevant declaration is not presented upon the check-in moment at the latest, Kaiserhof is entitled to let the relevant room to another customer. In such a case Kaiserhof has the right to levy a cancellation fee pursuant to IV 2.
5. In the case of an arrival without prior booking (walk-in) or booking at the arrival date, Kaiserhof is entitled to demand advance payment of the total amount to be paid for the services.
6. Any amounts stated in our invoices are inclusive prices. They include the statutory value-added tax applicable at the moment of the service performance (VAT). Should the statutory value-added tax be increased subsequent to the conclusion of the contract, the excess amount shall be borne by the organiser.

IV. Cancellation and Premature Departure of Guests

1. It is possible to cancel guaranteed bookings free of charge by 6 p.m. of the respective arrival date
2. In the event of cancellations after 6 p.m., of no-show or of premature departure we will – in the absence of any possibility of an alternative lease or leave - charge the following amounts:
 - 80% for bed and breakfast;
 - 70% for overnight stay with half board
 - 60% for overnight stay with full boardof performance owed as a cancellation fee.

Kaiserhof will have set off non-incurred operational costs pursuant to § 537 p. 2 BGB.

3. In the case of mediation of third party services (arrangement) such as the procurement of theatre tickets, the costs incurred by Kaiserhof shall be borne by the guest.

V. Withdrawal on the part of Kaiserhof

1. Kaiserhof shall be entitled to withdraw from the contract for relevant reasons if and when
 - reasons of force majeure or other circumstances not to be attributed to Kaiserhof prevent Kaiserhof from fulfilling the provisions of this contract;
 - reservations are made using misleading or false information regarding important facts such as the guest's identity or the purpose of his/her visit;
 - Kaiserhof has reasonable ground for concern that the hotel stay could endanger the proper course of business, the safety or the public image of Kaiserhof without there being anything attributable to the organisational area of Kaiserhof.
2. In the event of a justified withdrawal on the part of Kaiserhof, the customer has no entitlement to damages.

VI. Commission/Voucher

1. Commission payments will be granted only upon request and in combination with a commission contract to be signed by both parties. If the contract is not signed by the hotel, there is no entitlement to commission payments. The hotel does not grant any commission payments for nonrecurring reservations.
2. Vouchers (Gutscheine) will only be accepted upon the request of the travel agency.

VII. Liability

Kaiserhof shall be liable for damages irrespective of their legal grounds in the case of Kaiserhof's wilful intent and/or gross negligence. In cases of ordinary negligence we only assume liability

- for loss of life, bodily injury or damage to the health of a person;
- for damages arising from the violation of an obligation, the fulfilling of which is indispensable for the proper fulfilment of the contract and on the fulfilment of which the guest regularly relies and may rely; in such cases, however, our liability shall be limited to the reimbursement of the foreseeable, typically occurring damage.

VIII. Other

1. Kaiserhof will handle messages, postal services and consignments with the utmost care. Storage and forwarding will take place against reimbursement and upon an express wish. Liability for loss, delay or damage is excluded.
2. The consumption of food and drinks as well as their preparation inside the rooms is not permitted.
3. Upon request, forgotten/lost items will be forwarded at the organiser's risk and cost. Kaiserhof undertakes to keep such items for a period of 6 months if possible.
4. Where parking spaces for cars, bicycles or motorbikes are provided on Kaiserhof premises, Kaiserhof's liability for the theft or damage of vehicles or objects contained in such vehicles which are parked on Kaiserhof's premises shall be limited to the provisions set out under VII.

IX Final Provisions

1. Place of fulfilment and payment is Münster/Westphalia.
2. German law shall apply. The UN Convention on the International Sale of Goods and on the collision of laws shall be excluded.
3. Should any of the provisions of these Terms and Conditions now or in the future turn out to be ineffective or void, the efficiency of the remaining provisions shall be unaffected therefrom.

As of March 2015

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