

food hotel Neuwied GmbH general terms and conditions

applicability of terms

These general terms and conditions apply for the provision of lodging services, events in our house as well as caterings and all further deliveries and services interrelated to those. In the same manner they apply for the temporary transfer of other rooms, cabinets and areas in places that are connected to the hotel. The following terms and conditions apply exclusively. Terms and conditions of the guest (standardized designation for the organizer / customer / guest etc.) do not become part of the contract even if not explicitly disagreed upon.

1. contractual relationship

a)

The booking of rooms as well as the agreement on services become binding for both parties through written agreement. The reservation of rooms constitutes a tenancy. Subletting or reletting as well as the use of hotel rooms for other than residential use requires a prior written consent by the hotel. In the case of a reservation being made for a third person, the person making the reservation, irrespective of a valid authorization by the guest, remains the contractual partner and is liable for all payables that result from the contract along with the guest as joint and several debtor.

b)

The hotel bears liability for its obligations stated in the contract according to the legal provisions. In non-typical service areas, liability is restricted to intent and gross negligence of the hotel. This is also valid for the personal liability of the legal representatives, employees, employee representatives and vicarious agents.

c)

The limitation period for all claims from the side of the customer is 6 months. The period begins with the end of contract.

d)

Up to four weeks prior to the day of arrival, the hotel is entitled to withdraw from the confirmation of the reservation or the written occupancy contract against the registered guests due to unavailability of the confirmed or agreed upon services. In such cases the hotel is obliged to inform the registered guests

immediately of the unavailability and to reimburse any advance payments. The affected guests will receive help in the search for an alternative accommodation.

2. services

The hotel is obliged to hold ready the rooms booked by the customer and to provide the services agreed upon. The customer is obliged to pay the valid prices, or those prices agreed upon for the rooms provided and for further services used. This also applies for services prompted by the customer and expenses paid to third parties by the hotel. The guest does not purchase the right to the provision of particular rooms. If the agreed upon rooms/categories are not available, the hotelier is obliged to make an effort to provide a substitute in-house or in another property.

3. arrival/departure

Booked rooms are available at 3 p.m. on the day of arrival and until 10 a.m. on the day of departure.

The assignment of the rooms to the guest happens on the day of arrival by the hotel. If a later arrival has not specifically been agreed upon, the hotel is entitled to use the booked room otherwise after 6 p.m. without the guest being entitled to a claim for compensation. The hotel is thus entitled to a right of withdrawal from the contract. Rooms with guaranteed reservations are kept available until 9 p.m. the latest unless a later arrival of the guest has been agreed upon with the hotel. The hotel reserves the right to ensure arrivals and departures exclusively through computer-based terminals between 7 p.m. and 8 a.m. Deposit-reservations are considered as guaranteed reservations. In this case the hotel commits to keeping the rooms available. In the event of a departure later than 10 a.m., the guest is requested to inform the reception by 9 p.m. on the day before departure, if possible. In the event of a departure between 10 a.m. and 6 p.m. the guest is charged with half the price of the room, after 6 p.m. the full price is charged for the day of departure.

4. price

prices result from our flexible pricing system. In as much as mandatory value added tax applies, it is included in the prices. An increase of the value added tax after conclusion of the contract and the service provision shall be borne by the customer. If a fixed price has been contracted and the time period between

conclusion of the contract and provision of services is longer than four months, the hotel reserves the right to change the price appropriately (max. 5%), whereby the hotel commits to notify the contractual partner of this price change.

5. payment terms

Reservation and booking of **hotel services** is only possible if a credit card is provided and a pre-authorization is carried out. Upon departure, the invoice can be settled by cash payment, by the credit card provided or EC card.

Bookings for groups of 10 or more people: the reservation/booking shall only be confirmed upon provision of a credit card (see above) or an advanced payment of at least 20% of the booked services.

The hotel is entitled to create interim bills at any time, which are due immediately after presentation. Should the guest come into default after presentation of the interim bill, the hotel has the right to terminate all hotel services without notice.

If the hotel bill is paid by an employer or a third company, a hotel service can only be booked **against invoice** upon submission of a cost absorption declaration and the complete and correct billing address.

The term of payment for hotel services that are booked **against invoice** are 14 days. Thereafter default automatically occurs. In this case, the hotel reserves the right to charge a reminder fee of 10 Euros (15 Euros for foreign invoices) and default interest of 5% above base interest rate. The assertion of a higher damage caused by default remains unaffected by this.

In the case of invoice corrections based on incorrect information in the reservation/booking, the hotel is entitled to charge a fee of 10.00 Euros per invoice correction. For **events / conferences** with and without lodging services, an advance payment of 50 % of the expected turnover must be made 4 weeks prior to the start of the event / conference.

If this is not the case, the hotel is entitled to terminate the event, conference and accommodation contract without notice after the unsuccessful expiry of a grace period.

The hotel is entitled to refuse foreign exchange, cheques and credit cards. On expenses and third-party services, a compensation of 5 % on the commission will be charged if payments are made by credit card.

All payments must be made in the national currency "EURO".

6. withdrawal and cancellation

In the event of force majeure and hindrances for which the hotel is not responsible, in particular those beyond the control of the hotel, the hotel reserves the right to withdraw from the contract without the guest being entitled to compensation. Insofar as the customer's right of withdrawal within a specific period of time has been agreed upon in writing, the hotel for its part shall be entitled to withdraw from the contract during this period if there are inquiries from other customers concerning the contractually booked rooms and the customer does not waive his right of withdrawal upon inquiry by the hotel. If an agreed advance payment is not made even after expiry of a reasonable grace period set by the hotel with threat of refusal, the hotel shall also be entitled to withdraw from the contract. If the guest does not make use of the booked room without informing us in good time, he remains liable to pay the agreed total price of the first day of travel including the first overnight stay without the reason for the hindrance to matter. The hotel is run in good faith and rooms that are not used are to be allocated otherwise in order to avoid any losses.

reservations and resignation deadlines:

Reservations for tour operators and travel agents made by the hotel are generally subject to a cancellation period of 30 calendar days prior to the commencement of service provision. In individual cases, the hotel may agree on a different cancellation period in writing.

Reservations made by the hotel for the guest are subject to the following cancellation periods:

room cancellations individual guests:

Cancellation free of charge: 1 room: until 6 p.m. on the day of arrival
2-9 rooms: until 2 days before arrival*
Less than 1 day before arrival: 80 % of the total price.
For stays longer than 1 night, only the first night is charged.
In case of no-show: 100 % of the total price
Arranged reservations / half-board / full-board: Cancellation free of charge up to 5 days prior to arrival. Thereafter, we charge 80% of the total price. Cancellations on the day of arrival or upon no-show are charged with 100% of the total price. Tickets for shows are not refundable.

room cancellations group bookings with and without additional services (half-board / full board, arrangements) for 10 rooms or more:

Cancellation free of charge: 10-20 rooms: until 14 days before arrival more than 21 rooms: until 28 days before arrival More than 51 rooms: until 90 days before arrival
After expiration of the respective free cancellation period: Until 7 days before arrival: 60 % of the total price
Until 2 days before arrival: 80 % of the total price
Less than 2 days before arrival: 100 % of the total price.

*in the case of framework agreements, the periods agreed in the contract shall apply.

After expiration of the cancellation period, the reservation is converted into a firm booking. Declarations of withdrawal or cancellation must be made in writing (letter or email info@food-hotel.de) and are only valid after confirmation by the hotel.

The hotel shall be entitled to generalize the damage incurred through and to be compensated by the customer.

The customer is free to prove that no damage has been incurred or that the damage incurred by the hotel is lower than the lump sum demanded.

In all cases, the guest is entitled to prove a lower damage, the hotel to prove a higher damage. Insofar as trade customs exist that conflict with these agreements, it is expressly

agreed that these trade customs shall not apply between the contracting parties.

event cancellations

Cancellations are generally only possible in writing to: bankett@food-hotel.de or by post and are only valid after confirmation by the hotel.

In case of cancellations of the complete event by the client, the following conditions apply:

Cancellation free of charge: events can be canceled free of charge until 60 days prior to the event.
Until 21 days before arrival: 40 % of the total price.
Until 7 days before arrival: 60 % of the total price.
Less than 7 days before arrival: 80 % of the total price.
On the day of the event: 100 % of the total price.

*In the case of framework agreement, the periods agreed in the contract shall apply.

reductions in the number of individuals attending events (up to 10 % of the number of participants actually registered):

The number of participants can be reduced free of charge until the date stated in the event enquiry (made by the staff of the banquet office of bankett@food-hotel.de).

From the date specified in the event enquiry, we charge 80 % of the total price per person.

Participants that are reduced on the day of the event will be charged with 100 % of the total price.

For events that continue beyond midnight, the hotel may, unless otherwise agreed, invoice on the basis of itemization, unless the agreed fee already takes into account a period beyond midnight. Special services that become useless as a result of the cancellation shall be remunerated in any case.

brunch reservations for 10 or more persons (Sunday or holiday brunch):

(cancellation conditions for your own brunch outside the above-mentioned days, see event cancellations.)

For groups of 10 persons or more, you will receive a brunch contract from us. After a written confirmation from your side, the following condition apply:

Up to 10 days before the date of the event, a free cancellation of the entire reservation is possible.

Up to 1 before the event we charge 80 % of the total price, for cancellations on the day of the event we charge 100 %.

A free reduction of the number of persons (up to 10 % of the actually registered number of persons) is possible until 3 days before the date of the event.
Thereafter, the number of persons considered at 100 %.

Table reservations for 20 or more persons:

Table reservations for 20 or more persons will be processed by the banquet office and require written confirmation.

The following cancellation conditions apply for reservations concerning tables only without further services:

Up to 10 days before the date of the event a cancellation free of charge of the entire reservation is possible.

Thereafter we charge 80 % of the calculated total price, in case of cancellation on the day of the event we charge 100 %.

A free reduction of the number of persons (up to 10 % of the number of persons actually registered) is possible until 3 days before the date of the event.
After that the number of persons will be calculated with 100 %.

7. liability

damage caused by guests

The contractual partners of the hotel or the guest as such or as host shall be fully liable to the hotelier for damages caused by

themselves or their guests. Any use deviating from the agreement shall entitle the hotel to terminate the contractual agreement without notice without reducing the entitlement to the agreed fee.

The organizer shall be liable for losses or damages caused by himself, his employees, other assistants or other participants. It is the organizer's responsibility to arrange for respective insurance. The hotel may demand proof of such insurance. In order to prevent damage, the attachment of decorative material or other objects is only permitted with the written consent of the hotel.

force majeure

If the hotel is hindered in the performance of its services due to force majeure or strike, no liability for damages can be derived from this. However, the hotel shall endeavor to procure equivalent services elsewhere for the client.

loss / theft of objects

The hotel is liable to the guest in accordance with the provisions of § 702 BGB (German civil code) (one hundred times the room rate, maximum Euro 3,500.00). The hotel's liability is excluded if the room or the containers in which the guest leaves items remain unlocked. In accordance with § 701 BGB, liability for money and valuables shall be limited to an amount of Euro 800.00. Guests are requested to store valuables exclusively in the room safe.

wake-up call / forwarding of messages

The hotel makes every effort to ensure the punctual execution of requested wake-up calls, the timeliness and accuracy of the forwarding of messages and the delivery of goods of all kinds. The hotel accepts no liability for any misunderstandings or errors.

lost property

Lost property will only be forwarded on request, at the risk and the cost of the guest. Otherwise the items will be handed over to the finder after a storage period of one year. Found credit cards will be broken into two parts and forwarded to the appropriate credit card company. Guests who are still staying at the hotel will be informed about the secured card. If the guest has left, the card must be kept for a reasonable period of time (but not longer than 24 hours). The card will then be treated as a found credit card. Items that have been taken into custody and for which a baggage claim

has been issued will be treated as found items after one year. The above paragraph does not give rise to any liability on the part of the hotel.

parking

If a parking space is made available for the guest on the parking lot or at another location, also for a fee, this shall not constitute a custody agreement. The hotel shall not be subject to any monitoring obligation. The hotel shall only be liable for direct damage to the vehicle caused by a defect in the space already existing when the parking space was provided or by intentional or grossly negligent conduct on the part of the legal representatives, salaried employees, employee representatives or vicarious agents, up to a maximum of Euro 15,000.00 per vehicle, including accessories. The damage must be reported to the hotel at the latest at the time of leaving the hotel property. The organizer reserves the right to prove a lower damage, the hotel reserves the right to prove a higher damage.

bringing food and drinks

The organizer may bring food and drinks only with the prior written consent of the hotel. In this case a service fee will be charged. The organizer must sign the exclusion of liability for food hotel Neuwied GmbH when bringing in processed food. The organizer or signatory shall therefore be liable for any illnesses caused by food brought in. This also applies to the transport of provided food.

third-party rights

If the rights of third parties (copyrights etc.) are affected at events, the organizer is obliged to obtain the relevant permits at his own expense before the event is held and to pay any fees (GEMA etc.) directly. Should claims for damages nevertheless be asserted against the hotel, the organizer shall release the hotel from its liability towards the claim holders.

8. general information; citation of name

The use of the name of the business and connected parts of the business in connection with advertising measures of the contractual partner requires the written consent of the management.

external services

A surcharge of 15 % will be levied on third-party services that are brokered or invoiced by the hotel. However, the hotel shall not be liable for services of third parties.

non-smoking hotel

The food hotel is a non-smoking hotel. In case of non-compliance, claims for damages due to special cleaning work and a resulting room blockage amounting to at least 250.00 € will accrue

postal consignments / consignments of goods

Messages, postal consignments and consignments of goods for guests are handled with great care. The hotel will take care of storage, delivery and, if requested, forwarding. Liability for loss, theft, delay or damage however is excluded. Costs for delivery shall be borne by the guest.

place of jurisdiction

If the contractor is a merchant, the place of business of the hotel shall be the place of jurisdiction for all mutual claims arising from concluded contracts. If the contracting party is a consumer, § 29 para. 1 ZPO applies if the place of accommodation or event has been visited.

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