



DAS HOTEL AM BODENSEE

**I. GENERAL TERMS AND CONDITIONS OF BUSINESS**

**1. Scope of Application**

The present General Terms and Conditions of Business apply to all contracts entered into with RIVA Hotel Konstanz, Seestraße 25, 78464 Konstanz (hereinafter the "Hotel"). These General Terms and Conditions may be amended or superseded by provisions entered into for the individual case.

For the purposes of the business relationships between the Parties, "Consumer" means any natural person with whom a business relationship is established without a commercial or independent professional activity being attributable to such person.

For the purposes of these Terms and Conditions of Business, "Business Entity" means any natural person or legal entity or private partnership with legal rights with which or with whom a business relationship is established where such person or entity is acting in the exercise of a commercial or independent professional activity.

For the purposes of these Terms and Conditions of Business, "Principal" may mean either a Consumer or a Business Entity.

General terms and conditions of the Principal that vary herefrom, are in conflict herewith, or amend or append these Terms and Conditions, shall not become an integral component of the contract between the Parties, even if the Parties are aware of them, unless the application thereof is expressly approved in writing.

**2. Entry into the Accommodation Agreement**

The accommodation agreement (agreement of one Party to house the other) may come into being in writing, orally, by telephone, or tacitly as a result of the actions of the Parties. The accommodation agreement also applies to all participants listed in the registration, and the party registering accepts responsibility for the fulfillment of such participants' obligations under such agreement as if for the registering party's own obligations. Entry into the accommodation agreement obligates both Contracting Parties to fulfill the agreement, irrespective of the term for which it is entered into. In the case of hotel accommodations, the accommodation agreement is deemed to have been entered into as soon as the room has been ordered and approved or provided – if, for time reasons, no approval thereof was possible .

If there is any discrepancy between the content of the room confirmation and the content of the registration, the room confirmation is deemed a new quote on the part of the Hotel, and the Hotel is obliged to honor such quote for a period of two days. The agreement shall be deemed to have come into being based on such new quote if the guest states his or her acceptance within the period by which the Hotel is bound to honor the quote.

**3. Reservations**

If rooms or other services (e.g., meals) are reserved on an optional basis, the information regarding such option is binding on both Contracting Parties. After the expiration of the agreed option period, the Hotel is entitled to dispose freely of the rooms and services booked on option without consulting the other Party. Rooms that have been reserved and confirmed by the Hotel are provided from 3:00 pm on the date of arrival and until 11:00 am on the date of departure. After 6:00 pm on the arrival date, the Hotel is entitled to assign reserved rooms elsewhere if the reserving party has not arrived or expressly arranged for a later arrival time.

**4. Price Changes**

If the period between the time at which the agreement is entered into and the performance of the individual service in question exceeds four (4) months, and if the price that the Hotel generally charges for services of the type in question increases, the Hotel may increase the contractually agreed price by an appropriate amount not to exceed 10%.

**5. Payment Terms**

Unless other payment terms have been expressly agreed, invoices shall fall due for payment immediately upon receipt of the invoice, without any deduction, in cash.

The Hotel is free to decide whether to accept credit cards, and to select which credit cards to accept, in each individual case, including if a notice of the Hotel's general acceptance of credit cards is posted in the Hotel.

Checks, credit cards, and other means of payment are moreover accepted only against redemption thereof.

If the guest is in default of payment of even only one invoice, the Hotel shall be entitled to discontinue all further and future services for the guest in the Hotel. In such a case, the Hotel is required to notify the guest that he or she is being placed on default status by means of a warning notice, citing a time limit for the guest to rectify the matter and the consequences if he or she fails to do so.

If the sum billed exceeds € 1,000.00, or if the guest stays at the hotel for more than six (6) days, the hotel is entitled to issue individual interim invoices in each case and demand that the guest remit payment for such invoices.

**6. Prepayment**

The Hotel is entitled to request that a guest who has not made a reservation prepay in the amount of the price of his or her overnight accommodations at the time at which the accommodation agreement is entered into.

The Hotel may, without stating its reasons for so doing, render any acceptance of an order, any reservation, or any other service that is to be performed or continued, dependent on advance payment, in whole or in part, of the sums estimated to be owed therefor. Such advance payment may take the form of down payments, installment payments or full prepayments.

Should the prepayment not be credited to the Hotel's account within the time limit cited by the Hotel, the Hotel is entitled to demand payment of damages for non-performance or to rescind the agreement, without first having to announce its refusal to fulfill the agreement again beforehand.

**7. Cancellations; Cancellation Fees**

In the event of cancellation of reservations on the part of the guest or failure to utilize

the services offered by the hotel, the Hotel shall bill the guest for the contractually owed services that have been ordered and reserved, but not utilized by the guest, although they have been offered by the Hotel (especially for the lodging of the guests, the rent for conference and event spaces and/or meal service) at the following flat rates:

Cancellation between the 30 <sup>th</sup> day (inclusive) and the 15 <sup>th</sup> day (inclusive) prior to performance of the respective service:	30% charge for services ordered/reserved.
Cancellation between the 14 <sup>th</sup> day (inclusive) and the 9 <sup>th</sup> day (inclusive) prior to performance of the respective service:	60% charge for services ordered/reserved.
Cancellation between the 8 <sup>th</sup> day (inclusive) and the 4 <sup>th</sup> day (inclusive) prior to performance of the respective service:	80% charge for services ordered/reserved.
Cancellation from 3 <sup>rd</sup> day prior to performance of the respective service:	90% charge for services ordered/reserved.

In the event of reservation of an event space without fixed meal service, the service reserved shall be billed based on the number of persons multiplied by the price of the lowest-priced three-course menu currently offered by the hotel.

Cancellation fees shall be reduced by the sums, if any, collected through rental of the cancelled rooms to other parties.

The foregoing cancellation fees shall apply even if the guest cancels the services ordered and reserved only in part, with the aforementioned flat fees applying in such case to that portion of the services that has been cancelled. They also apply if the guest fails to make use of the services ordered and reserved even without expressly canceling such services.

**8. Liability**

The Hotel's liability is governed by §§ 701 – 703 of the German Civil Code (Bürgerliches Gesetzbuch, BGB). Liability for any other reason is expressly disclaimed unless damage or losses have been caused by the hotel, any of its statutory representatives, or any of its agents in the performance of its contractual obligations (Erfüllungsgewähr) through wrongful intent or gross negligence.

Claims for failure to duly perform the accommodation agreement shall lapse unless they are asserted within one month after termination of the accommodation agreement. Such time limit for lapse of claims shall be suspended for the length of any period for which the guest is demonstrably prevented from complying with such period, whether through *force majeure* or otherwise through no fault of the guest.

**9. Obligation of Cooperation**

In the event of any disruptions in performance of the agreement, the guest is obligated to do everything reasonably within his or her power to assist in resolving the disruption and mitigating any damage or losses sustained.

In particular, the guest is obligated to notify the Hotel of any complaints without delay. In such a case, the Hotel shall ensure that the matter is rectified insofar as possible. If the guest culpably fails to notify the Hotel of a defect or deficiency, the guest shall have no claim to reduction of payment.

**10. Conditions for Parking of Motor Vehicles**

By using the underground garage and parking spaces, guests acknowledge the parking conditions set out below and do so at their own risk. The operator is not responsible for safekeeping any objects. The Hotel assumes no liability for damage or losses caused by third parties. The Hotel is liable only for damage or losses for which the Hotel staff is demonstrably responsible through gross negligence or wrongful intent. Claims with regard to such damage and/or losses must be asserted before the guest leaves the parking area or underground garage.

The provisions of the German Highway Code (Strassenverkehrsordnung) apply *mutatis mutandis*.

**11. Miscellaneous Provisions**

a) Consumption of foods and beverages brought into the premises from elsewhere is prohibited in the public areas of the hotel.

b) Guests are not permitted to offset counterclaims of their own against the hotel's claims or to withhold payment with respect to such claims except in the case of claims that are undisputed or have been established with final, binding legal force.

c) Guests are obligated to notify the Hotel of any loss of property brought into the premises without delay, but no later than upon departure.

d) The guest is liable for all damage or losses caused by the guest during his or her stay at the Hotel. This includes, for example, the fact that our Hotel is purely a non-smoking establishment; should we determine that smoking has taken place in a room, we will charge € 180.00 for cleaning.

e) The headings in these General Terms and Conditions of Business are intended for purposes of clarity only and have no material significance, especially not that of any conclusive provision.

f) The law of the Federal Republic of Germany shall govern these General Terms and Conditions and the entirety of the legal relationship between the Hotel and the guest.

g) The place of jurisdiction shall be the Amtsgericht (Local Court) or Landgericht (Regional Court) with jurisdiction over the Hotel's respective location. The "Special Terms and Conditions of Business" set forth below amend and append the "General Terms and Conditions of Business" contained in the foregoing section.

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## **II. SPECIAL TERMS AND CONDITIONS OF BUSINESS FOR SEMINARS, CONFERENCES, AND BANQUET EVENTS**

### **1. Terms and Conditions of Business**

The Terms and Conditions of Business set forth hereinafter apply to contracts concerning rental of conference, banquet, and event spaces at the Hotel for the implementation of events such as banquets, seminars, conferences, etc., and for all further services of the Hotel in connection therewith. Subleasing or subletting of the rooms, spaces, or display windows provided, as well as invitations to job interviews, sales events, or similar events require the Hotel's prior consent.

### **2. Event Organizer**

The "event organizer" is whichever person interacts with the Hotel as Principal in such matters; if this person is not, at the same time, the actual event organizer, the event organizer and the person acting on the event organizer's behalf shall be liable as joint and several debtors.

### **3. Banquet Events: Seminars**

"Banquet events" means, in particular, larger events such as weddings, meals for large groups, dances, cold buffets, etc.

"Seminars" or "conferences" typically means discussion rounds, training events, lectures and presentations, etc.

### **4. Reservations**

Reservations become valid only upon the Hotel's written confirmation.

The Hotel is entitled to demand an adequate prepayment at any time. Such prepayment must be remitted by no later than six (6) weeks prior to the beginning of the event. If the prepayment is not remitted, including after an adequate grace period specified by the Hotel for such purpose elapses, the Hotel is entitled to rescind the agreement.

### **5. Price Guarantee**

The prices indicated in the confirmation are valid for a period of four (4) months as from the time at which the reservation becomes valid. If the price charged by the Hotel for services of the kind in question increases after the abovementioned period, the contractually agreed price may be increased by an appropriate amount not to exceed 10%.

### **6. Number of Participants and Coverage Guarantee**

The number of participants indicated by the event organizer upon making the reservation is binding on both Contracting Parties. If the event organizer is not able to state the number of participants except as an estimate, the actual number of participants may vary by 10% in either direction from the number initially indicated; in such a case, however, the Hotel must be notified of the exact number of participants by no later than five (5) working days before the event. Otherwise, the Hotel assumes no warranty for ensuring that the services can still be duly performed in the event that the number of participants increases in excess thereof; in such a case, billing shall, moreover, take place on the basis of the actual number of participants. If the actual number of participants falls short of the agreed number of participants, the billing shall take place on the basis of the number of persons indicated when the reservation was made; moreover, the provisions for cancellations pursuant to Section I (7) of the General Terms and Conditions of Business shall apply *mutatis mutandis*.

### **7. Rescission of the Event Agreement**

a) The Hotel is entitled to rescind the agreement if, for example,  
- events of *force majeure* or other circumstances render the fulfillment of the agreement impossible;  
- events are booked through false or misleading statements concerning essential facts (e.g., the event organizer or purpose of the event);  
- the Hotel has good reason to suspect that the event may jeopardize the smooth operation of its business, or the safety, security, or public image of the Hotel;  
- the event organizer issues invitations, without the Hotel's prior written approval, to job interviews or to sales or similar events at the Hotel.

In the event of rescission, the event organizer shall have no claim to damages vis-à-vis the Hotel unless it can be proven that the Hotel has engaged in wrongful intent or gross negligence; the Hotel can, in such cases, proceed according to the provisions on cancellation as stipulated in Section I (7) of the General Terms and Conditions of Business and may also demand payment of cancellation fees.

b) In the case of political or religious events or events related to a particular creed or belief system, or if the event organizer is a political or religious association or association related to a particular creed or belief system, the prior written approval of the executive management of the Hotel is additionally required in order for the agreement to be valid. If the matter at hand involves such events or associations, and the event organizer conceals that fact from the Hotel, the Hotel is entitled to rescind the agreement at any time and demand cancellation fees pursuant to Section I (7) of the General Terms and Conditions of Business.

c) In all other respects, the provisions stipulated in Section I (7) of the General Terms and Conditions of Business shall apply *mutatis mutandis* to cancellations.

### **8. Loss of or Damage to Property Brought into the Premises**

The Hotel assumes no liability for loss of or damage to items of property or valuables brought into the event space or the Hotel by the event organizer or by its employees or agents.

By way of exception, the Hotel may be liable if it can be proven that the Hotel has engaged in wrongful intent or gross negligence. The event organizer is obligated to notify the hotel of any loss of property brought into the premises without delay, but no later than upon departure. Affixing of decorative materials or other objects is not permitted without the hotel's express approval. Decorative materials that have been

brought into the premises must meet the requirements of the fire code. The Hotel is entitled to demand that official proof thereof be furnished. The items brought into the premises must be removed without delay after the end of the event. If the event organizer fails to meet this obligation, the Hotel is entitled to remove such items and store them at the event organizer's expense. If the items remain in the event space, the Hotel may charge the event organizer for rental of the space for the entire period for which such items remain there. The event organizer is entitled to provide evidence showing that the actual damage sustained by the Hotel was lower in amount than the amount claimed, and the Hotel is entitled to provide evidence showing that the actual damage sustained by it was higher in amount than the amount claimed.

### **9. Liability of the Event Organizer**

The event organizer is liable for any and all damage or losses sustained by buildings or the contents thereof, where such damage or losses are caused by the event participants or attendees, employees, other third parties, or by the event organizer itself, without proof of that party's fault.

The Hotel may demand that the event organizer furnish adequate items of security (e.g., insurance, security deposits, bonds).

### **10. Event Fees**

If an event affects any rights of third parties (under copyright, etc.), the event organizer is obligated to obtain the corresponding authorizations at its own expense, and to pay any fees incurred (GEMA fees, etc.) directly, before holding the event. Should fees or claims for damages be asserted against the Hotel for this reason, the event organizer shall indemnify and hold harmless the Hotel against the holders of such claims.

### **11. Changes in Event Times: Additional Services**

a) Functional rooms, once reserved, are available to the guest or event organizer only within the period agreed upon in writing. If the agreed start and end times of the event change, the Hotel may charge the event organizer for the additional expenses of the Hotel's readiness to perform services, unless the Hotel is liable for wrongful intent or gross negligence.

b) Costs incurred in addition to the agreed contractual services, such as for telephone use, the bar, or additional foods and beverages ordered, must be paid by each event participant him- or herself. If the participant does not pay such charges, the event organizer is liable therefor as joint and several debtor.

### **12. Technical Equipment and Connections**

If and insofar as the hotel procures technical or other equipment from third parties for the event organizer at the event organizer's instigation, the hotel is acting in the name of, on behalf of, and on the account of the event organizer. The event organizer is liable for taking good care of such equipment and for duly returning it. The event organizer shall indemnify and hold harmless the hotel from all claims of third parties arising from the provision of such equipment.

Use of the event organizer's own electrical systems and equipment via the Hotel's electrical network requires written approval. If such devices and appliances are used and any disruption or damage occurs to the Hotel's technical systems and equipment, the event organizer shall be charged therefor unless the Hotel is liable for wrongful intent or gross negligence.

With the Hotel's approval, the event organizer is entitled to use its own telephone, fax, and data transmission systems and equipment. The Hotel may charge a connection fee for this service.

If the use of appropriate means of the Hotel is eliminated as a result of the event organizer's own systems and equipment being connected, the Hotel may charge a fee for the lack of use thereof.

The Hotel shall eliminate disruptions involving the technical or other equipment provided by the Hotel immediately, wherever possible. Payments may not be withheld or reduced if the Hotel is not responsible for such disruptions.

### **13. Miscellaneous Provisions**

In all other respects, the General Terms and Conditions of Business set forth in Section I hereof apply.

## **III. SPECIAL TERMS AND CONDITIONS OF BUSINESS FOR GROUPS**

### **1. Prices**

The prices for groups apply only based on a separate written agreement. Otherwise, the then-applicable group price lists of the Hotel shall apply.

### **2. Reservations**

For group reservations, the provisions of Section II (4) of the Special Terms and Conditions of Business shall apply *mutatis mutandis*.

### **3. Additional Services**

Costs incurred in addition to the agreed contractual services, such as for telephone use, the bar, or additional foods and beverages ordered, must be paid by each group participant him- or herself prior to his or her departure. If the participant does not pay such charges, the group event organizer is liable therefor as joint and several debtor.

### **4. Final Provisions**

In all other respects, the foregoing General Terms and Conditions of Business set forth in Section I hereof apply *mutatis mutandis*, particularly also with regard to cancellations/cancellation fees and prepayments.

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