

I. GENERAL TERMS AND CONDITIONS

1. Scope of Application

These General Terms and Conditions (GTC) apply to all contracts concluded with JUMA Hotel KG, Seestraße 25, 78464 Konstanz (hereinafter referred to as "the Hotel"). They may be amended or replaced by individual agreements.

Consumers, within the meaning of these terms, are natural persons entering into business relationships with the Hotel without engaging in any commercial or independent professional activity.

Entrepreneurs, within the meaning of these terms, are natural or legal persons or partnerships with legal capacity entering into business relationships with the Hotel in the course of their commercial or independent professional activity.

Clients, within the meaning of these terms, may be either consumers or entrepreneurs.

Deviating, conflicting, or supplementary terms and conditions of the client shall not become part of the contract, even if known, unless their applicability has been expressly agreed to in writing.

2. Conclusion of the Accommodation Contract

The accommodation contract can be concluded in writing, verbally, by telephone, or through implied conduct. The contract also applies to all participants listed in the booking, for whom the person making the booking is responsible as for their own obligations. The contract is binding for both parties, regardless of its duration. For hotel bookings, the contract is concluded once the room has been requested and confirmed, or – if confirmation is not possible due to time constraints – once the room has been provided.

If the content of the booking confirmation differs from the original request, the confirmation constitutes a new offer by the Hotel, binding for two days. The contract is concluded based on this new offer if the guest accepts it within this period.

3. Reservations

The Hotel reserves the right to release unconfirmed reservations after **6:00 p.m.** on the day of arrival.

4. Price Changes

If more than four months lie between contract conclusion and service provision, and the Hotel's general prices for such services have increased in the meantime, the Hotel may adjust the agreed price by up to 10%. The Hotel also reserves the right to adjust the breakfast price appropriately if the cost of providing breakfast services (e.g., due to rising food prices, wages, or other operating costs) increases significantly after the contract has been signed.

5. Payment Terms

Unless otherwise agreed, invoices are due immediately upon receipt, without deduction, and payable in cash. Acceptance and selection of credit cards are at the discretion of the Hotel, even if general credit card acceptance is indicated at the premises.

If the client defaults on even one invoice, the Hotel is entitled to suspend all further services until payment is made, following a formal reminder with deadline and notice of consequences. If the invoice amount exceeds € 500.00 or the guest stays longer than six days, the Hotel may issue interim invoices and request immediate payment.

6. Advance Payments

For non-reserved guests, the Hotel may request payment of the full room rate upon conclusion of the accommodation contract.

The Hotel may also require partial or full advance payments for any order, reservation, or service, without providing justification.

If advance payments are not received within the specified period, the Hotel may withdraw from the contract or claim damages without further notice.

7. Vouchers

Vouchers are issued as value vouchers and can be redeemed for any service at Hotel RIVA. If the consumption is less than the voucher value, the balance remains on the voucher for future use. Cash redemption is not possible.

Vouchers are marked with a unique barcode and must be kept securely by the customer. The Hotel is not liable for misuse.

Vouchers cannot be used to purchase other vouchers. They are valid for three years from the date of issue, subject to statutory limitation periods. Extensions are not permitted.

8. Cancellations and Cancellation Fees

Unless otherwise stated in the booking confirmation, the following cancellation terms apply:

- 30 to 15 days before arrival: 50% of the total agreed price
- 14 to 2 days before arrival: 80% of the total agreed price
- From 2 days before arrival or no-show: 100% of the total agreed price

Cancellations must be made in writing. The date of receipt by the Hotel determines the deadline.

The official arrival time is 4:00 p.m. on the agreed arrival date. Failure to use booked services without prior cancellation does not relieve the client from the payment obligation as per the above conditions.

9. Liability

The Hotel's liability is governed by §§ 701 – 703 of the German Civil Code (BGB). Further liability is excluded unless damages were caused intentionally or by gross negligence by the Hotel or its agents.

Complaints must be submitted within one month of the end of the accommodation contract. The limitation period is suspended if the guest is demonstrably prevented from doing so due to force majeure or without fault.

10. Duty to Cooperate

Guests are obliged to do everything reasonable to help remedy any disruptions and to minimize damage. In particular, complaints must be reported immediately to the Hotel. Failure to notify the Hotel of a defect forfeits the right to a price reduction.

11. Parking Conditions

Use of the underground garage and parking spaces is at the guest's own risk and subject to the following terms:

No safekeeping agreement is made.

The Hotel is not liable for third-party damages.

Liability only applies to damage caused intentionally or through gross negligence by hotel staff.

Claims must be made before leaving the premises.

The German Road Traffic Regulations (StVO) apply accordingly.

12. Miscellaneous

a) Bringing and consuming outside food and drinks in public areas is prohibited.

b) Offsetting or withholding payments is only allowed with undisputed or legally established claims.

c) Guests must report loss of property before or upon departure.

d) Guests are liable for any damage caused during their stay. A € 300,00 cleaning fee applies for violations of the non-smoking policy.

e) Section headings serve only for clarity and are not legally binding.

f) German law applies exclusively.

g) Jurisdiction is Konstanz.

h) Lost property is only returned upon request, at the guest's risk and cost, and will be kept for six months.

i) Incoming mail, packages, and messages will be handled with care, but the Hotel is not liable for delays or damage.

j) Charging e-batteries in rooms is not permitted. Any resulting damage or costs, particularly from fires or triggered fire alarms, are the responsibility of the guest.

The following 'Special Terms and Conditions' supplement the 'General Terms and Conditions' outlined in the preceding section.

II. SPECIAL TERMS AND CONDITIONS FOR SEMINARS CONFERENCES AND BANQUETS

1. Scope of Application

These special terms and conditions apply to the rental of conference, banquet, and event rooms at the Hotel for the purpose of hosting events such as banquets, seminars, meetings, etc., and all related services provided by the Hotel.

The subletting or further renting of the provided rooms, areas, or display cases, as well as the hosting of job interviews, sales events, or similar activities, requires prior written approval from the Hotel.

2. Event Organizer

The party entering into the agreement with the Hotel is considered the organizer. If this person is not the actual event organizer, both the contractual partner and the acting party shall be jointly and severally liable.

3. Definition of Banquets and Seminars

Banquet events include weddings, group dinners, dance events, cold buffets, and similar larger gatherings. Seminars or conferences typically refer to training sessions, discussion groups, lectures, etc.

4. Reservations

Reservations become legally binding only upon written confirmation by the Hotel. The Hotel is entitled to request an advance payment of up to 100% of the total agreed amount. This advance must be paid no later than 10 weeks prior to the event. If payment is not received within a reasonable grace period set by the Hotel, the Hotel may withdraw from the contract. Up to two changes requested by the client after contract conclusion are included. For each additional change, a service fee of €50 per started hour will be charged.

5. Price Guarantee

Prices stated in the booking confirmation remain valid for four months from the effective reservation date. If the general prices charged by the Hotel increase after this period, the agreed prices may be adjusted accordingly, but not by more than 10%.

The Hotel reserves the right to reasonably adjust breakfast prices if the costs for providing the breakfast (e.g., due to food prices, labor, or operating costs) increase significantly after contract conclusion.

6. Number of Participants / Final Guarantee

The number of participants specified at the time of reservation is binding for both parties. If only an approximate number can be provided, a deviation of up to 10% (plus or minus) is acceptable. The exact number must be communicated no later than five business days before the event. If the number increases beyond this and the Hotel was not notified in time, the Hotel cannot guarantee full-service provision. Billing will then be based on the actual number of participants. If the number is lower than stated, the agreed number of participants will still be invoiced. Otherwise, the cancellation terms under Section I.8 apply.

7. Cancellation of Event Contract

- a) The Hotel may withdraw from the contract if:
- Force majeure or other unforeseeable circumstances make performance impossible.
 - The event was booked under misleading or false pretenses (e.g., purpose or organizer)
 - The event threatens the Hotel's operations, security, or public reputation.
 - The client invites to job interviews, sales events, or similar gatherings without the Hotel's written consent.
- b) In the event of withdrawal, the organizer has no claim for damages unless gross negligence or intent on the part of the Hotel can be proven. The Hotel may charge cancellation fees in accordance with Section I.7.
- For political, ideological, or religious events, prior written approval from hotel management is required for the contract to be valid. If the organizer fails to disclose this, the Hotel may cancel at any time and charge cancellation fees.
- c) Otherwise, the cancellation policies in Section I.8 apply.

8. Loss or Damage of Items Brought In

The Hotel accepts no liability for loss or damage of items or valuables brought in by the organizer, their staff, or agents. Exceptions apply only in cases of proven intent or gross negligence. The organizer must report any loss to the Hotel immediately, or at the latest upon departure. Decorations and other materials may not be installed without prior approval. All decorations must comply with fire regulations. The Hotel may request official certification. All items must be removed immediately after the event. If not, the Hotel may remove and store the items at the organizer's expense. If items remain in the room, the Hotel may charge rent for the duration of their presence. The organizer may provide proof of lesser damage; the Hotel may claim proof of greater damage.

9. Liability of the Organizer

The organizer is liable for all damage caused by participants, visitors, staff, third parties, or themselves — regardless of fault. The Hotel may require appropriate security, such as insurance, deposits, or guarantees.

10. Event Fees

If third-party rights (e.g., copyrights) are affected by the event, the organizer must obtain the necessary permissions at their own cost and pay any resulting fees (e.g., GEMA). If claims are made against the Hotel in this regard, the organizer shall indemnify the Hotel. Commissions or fees due to external agencies must be agreed in writing.

11. Event Schedule Changes / Additional Costs

- a) Function rooms are available only during the agreed times. If the event starts or ends later, the Hotel may charge for extended service readiness unless due to its own gross negligence or intent.
- b) Costs beyond agreed services (e.g., phone, bar, extra food and drinks) must be paid by participants directly. If not, the organizer is jointly liable.
- c) The Hotel may assign an equivalent function room if the agreed service is not significantly affected.

12. Technical Equipment and Connections

If the Hotel procures technical equipment from third parties at the organizer's request, it acts in the name and on behalf of the organizer. The organizer is liable for proper return and indemnifies the Hotel from third-party claims. The use of the organizer's own electrical devices is only permitted with written approval. Any malfunctions or damage caused to the Hotel's systems are at the organizer's expense unless the Hotel acted with gross negligence or intent. The Hotel may charge a connection fee for external communication devices. If Hotel facilities are left unused due to use of personal equipment, the Hotel may charge a fee for loss of use. The Hotel will resolve any disruptions to its own technical equipment promptly. No reduction in fees is allowed unless the Hotel is responsible.

13. Miscellaneous Provisions

- a) The bringing of food and beverages is generally not allowed. Exceptions require written agreement. The Hotel may charge a corkage or service fee. The organizer is fully responsible for food safety and hygiene of any outside food/drinks. The Hotel is not liable for any health-related issues arising from consumption.
- b) All provisions from Section I of the General Terms and Conditions also apply.

III. SPECIAL TERMS AND CONDITIONS FOR GROUP BOOKINGS

"Group" is defined as a booking of ten or more rooms.

a) Prices

Group rates only apply if confirmed in a separate written agreement. Without such an agreement, the Hotel's current group rate lists at the time of booking shall apply.

b) Reservations

Reservations for groups are subject to the same terms as stated in Section II.4.

c) Additional Services

Costs not covered by the contract (e.g., phone calls, bar, additional food and drinks) must be paid by each group participant before departure. If not paid, the group organizer is jointly and severally liable.

d) Final Provisions

All provisions from Section I of these General Terms and Conditions apply accordingly — especially regarding cancellation fees and advance payment regulations.

e) Payment Terms

Invoices must be paid within 14 days of issue by the organizer.