

General Terms and Conditions for the Hotel Accommodation Agreement – HENRI Hotel Berlin Kurfürstendamm

I. SCOPE

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation, as well as all further goods and services provided by the hotel to the customer.
2. Subletting or re-letting the rooms as well as their use for purposes other than accommodation require the prior written consent of the hotel, whereby Section 540 (1) Sentence 2 BGB (German Civil Code) is waived if the customer is not a consumer.
3. The customer's terms and conditions of business shall only apply if the hotel has expressly acknowledged these in writing beforehand.

II. CONCLUSION OF THE CONTRACT, CONTRACTUAL PARTNERS, LIABILITY LIMITATION

1. The contract is concluded when a customer request is accepted by the hotel. The hotel is free to confirm the room reservation in writing.
2. The contractual partners are the hotel and the customer. If a third party has made a booking on behalf of the customer, the customer is liable to the hotel as well as the third party as joint debtor for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding statement from the third party.
3. All claims against the hotel are generally subject to a limitation period of one year from the start of the regular statutory limitation period pursuant to Section 199 (1) BGB. Claims for compensation shall be subject to a limitation period of five years, irrespective of knowledge thereof. Reductions of the limitation period shall not apply to claims arising from an intentional or grossly negligent breach of duty by the hotel.

III. SERVICES, PRICES, PAYMENT, CHARGING

1. The hotel is obliged to make the room booked by the customer available and to provide the services agreed.
2. The customer is obliged to pay the applicable and/or agreed hotel prices for the provision of rooms and any other services used. This also applies to services arranged by the customer and provided to third parties at the hotel's expense.
3. The agreed prices include the applicable statutory value-added tax. If the period between conclusion and fulfillment of the contract exceeds four months and the price generally charged by the hotel for specific services increases, the hotel may increase the contractually agreed price appropriately, but by no more than 5%.
4. The hotel may also amend prices if the customer subsequently wishes to change the number of rooms booked, the services the hotel is to provide or the length of stay of the guests and the hotel has consented to such changes.
5. Invoices issued by the hotel without a due date are payable without deduction within 10 days of receipt of the invoice. The hotel is entitled to call in accrued claims at any time, as well as to demand immediate payment. In the event of arrears in payment, the hotel is entitled to charge the currently applicable statutory default interest of 8% or, in the case of legal transactions in which a consumer is involved, 5% above the base interest rate. The hotel reserves the right to furnish proof of additional damages.
6. The hotel is entitled to demand an appropriate advance payment or a security deposit upon conclusion of the contract or thereafter, taking into account the legal provisions for all-inclusive travel. The amount of the advance payment and the payment dates can be agreed in writing in the contract.
7. The customer may only offset or reduce a claim made by the hotel with an undisputed or legally binding claim.

IV. WITHDRAWAL BY THE CUSTOMER (CANCELLATION, ANNULMENT) / FAILURE TO USE HOTEL SERVICES (NO SHOW)

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If such consent is not provided, the agreed price under the contract shall be paid even if the customer does not make use of contractual services. This shall not apply if the hotel's obligation to take into account the customer's rights and legal interests has been violated, if the customer can no longer reasonably be expected to adhere to the contract or if the customer is otherwise entitled to a statutory or contractual right of withdrawal.
2. If a date has been agreed in writing between the hotel and the customer to withdraw from the contract free of charge, the customer may withdraw from the contract up to that date without triggering claims for payment or damages on the part of the hotel. The customer's right of withdrawal expires if it has not exercised this right in writing vis-à-vis the hotel by the agreed date, unless the customer withdraws from the contract in accordance with Clause I Sentence 3 above.
3. In the case of rooms not used by the customer, the hotel must offset the income from renting the rooms to other parties as well as the expenses saved.
4. The hotel is free to demand the contractually agreed compensation and to make a lump-sum deduction for any expenses saved. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for accommodation with or without breakfast, 70% for half board and 60% for full board arrangements. The customer is free to provide evidence that the above claim did not arise or did not arise in the stipulated amount.
5. Cancellation of group and contingent reservations: a) For cancellations up to 30 days before arrival, half of the booked contingent can be returned free of charge. b) For cancellations up to 14 days before arrival, 75% of the agreed accommodation price will be charged. c) For cancellations 7 days or more before arrival, 80% of the agreed accommodation price will be charged. d) For cancellations 1 day or more before arrival, 90% of the agreed total price will be charged.

V. WITHDRAWAL BY THE HOTEL

1. If the customer's right to withdraw from the contract free of charge within a certain period has been agreed in writing, the hotel is entitled to withdraw from the contract during this period if requests from other customers for the contractually booked rooms are received and the customer does not waive the right to withdraw from the contract upon enquiry by the hotel.
2. If an agreed advance payment or one demanded in accordance with Clause III Sentence 6 above has not been made even after a reasonable period of grace set by the hotel has elapsed, the hotel is also entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to withdraw extraordinarily from the contract for objectively justified reasons, for example, if force majeure or other circumstances for which the hotel is not responsible make it infeasible to fulfill the contract; if rooms are booked with misleading or false statements of material facts, e.g. regarding the identity of the customer or the purpose of the booking; if the hotel has reasonable grounds to believe that the use of the hotel's services could endanger the hotel's normal business operations, its security or its reputation in the public eye, without this being attributable to the hotel's area of control or organization; if there is a violation of Clause I Sentence 2 above.
4. In the event of justified cancellation by the hotel, the customer shall have no claim for damages.

VI. ROOM PREPARATION, ARRIVAL AND DEPARTURE

1. The customer shall not be entitled to request the provision of specific rooms.
2. Booked rooms are available to the customer from 3 p.m. on the agreed day of arrival. The customer has no entitlement to earlier availability.
3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 12:00 noon at the latest. Thereafter, given late evacuation of the room and its consequent use exceeding the terms of the contract, the hotel may charge 50% of the full accommodation price (list price) until 6 p.m. and 100% from 6 p.m. onwards. This shall not give rise to any contractual claims on the part of the customer. The customer shall be free to prove that the hotel has no or a significantly lower claim to a usage fee.
4. The guest is obliged to fill in a registration form.

VII. SMOKING

Smoking is prohibited throughout the entire hotel. The guest of the respective room is responsible for ensuring that this prohibition is also observed by third parties. Should the guest fail to do so, the hotel is entitled to charge the guest a flat fee of €200.00 for special cleaning services. The same applies if third parties smoke in the room with the guest's knowledge, or without the guest's knowledge through negligence attributable to the guest. The guest shall remain entitled to demonstrate that no damage occurred, or less damage than that claimed. The hotel's smoke detectors are ultra-sensitive, specialized smoke detectors that register both cigarettes and tobacco smoke and trigger an alarm immediately if either is detected. In the event of an alarm due to detected smoke, all costs for any evacuation, fire department intervention as well as follow-up costs will be charged to the responsible party.

VIII. PETS

Animals may only be brought into the hotel after they have been presented to hotel staff by the guest. The hotel may refuse consent to admit animals at any time and without stating any reasons. For each animal brought into the hotel, an additional fee must be paid, the amount of which the hotel will communicate to the guest upon presentation of the animal.

IX. EVENTS & CONFERENCES

1. Cancellation deadlines:
 - a) Free cancellation of the conference room/suite is possible up to 7 days before the event date.
 - b) For cancellations up to 1 day before the event date, 50% of the agreed room rent is due.
 - c) Cancellations made 1 day or less prior to the event date are subject to 90% of the agreed total amount.
2. For prearranged food and drink orders, the organizer must inform the hotel of the exact number of participants at least 3 working days before the start of the event. This number of participants is regarded as guaranteed and will be invoiced.
3. Food and drinks may only be provided by the event organizer after consultation with the hotel and upon payment of the customary service charges / cork fee.

V. LIABILITY OF THE HOTEL

1. The hotel shall be liable with the diligence of a prudent businessman for its obligations under the contract. Claims for damages on the part of the customer shall be excluded. Exceptions to this are damages resulting from injury to life, body or health resulting from a breach of duty for which the hotel is responsible, other damages based on an intentional or grossly negligent breach of duty by the hotel as well as damages arising from an intentional or negligent breach of typical contractual duties on the part of the hotel. A breach of duty on the part of the hotel is equivalent to that of a legal representative or vicarious agent. Should disruptions or deficiencies in the hotel's services occur, the hotel shall endeavor to provide remedy upon becoming aware of them or upon prompt notification by the customer. The customer is obliged to do his utmost to remedy the situation and to keep potential damage to a minimum.
2. The hotel is liable to the customer for items brought into the hotel according to the statutory provisions (up to one hundred times the room price, a maximum of €3,500, and up to €800 for money, securities and valuables). Money, securities and valuables can be stored in the hotel or room safe up to a maximum value of € (insert amount of insurance coverage provided by the hotel). The hotel recommends making use of this option. Any liability claims shall expire unless the customer notifies the hotel immediately after obtaining knowledge of loss, destruction or damage (Section 703 BGB). For any further liability on the part of the hotel, the above Clause I Sentences 2 to 4 shall apply mutatis mutandis.
3. If the customer is provided with a parking space in the hotel garage or in a hotel parking facility, even for a fee, this shall not constitute a custody contract. In the event of loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents, the hotel shall not be liable, except in cases of willful misconduct or gross negligence. The above Clause I Sentences 2 to 4 shall apply mutatis mutandis.
4. Wake-up requests are carried out by the hotel with the utmost diligence. Messages, mail and deliveries for guests are handled with the greatest care. The hotel takes over the delivery, storage and — upon request — the forwarding of the same for a fee. The above Clause I Sentences 2 to 4 shall apply mutatis mutandis.

XI. CUSTOMER LIABILITY FOR DAMAGES

If the organizer is an entrepreneur, the organizer shall be liable for all damage to buildings or fixtures caused by participants or visitors at any event, employees, or other third parties in the organizer's area of responsibility or by the organizer personally.

XII. FINAL PROVISIONS

1. Amendments or supplements to the contract, the booking application approval or these Terms and Conditions for Hotel Accommodation must be made in writing. Unilateral changes or additions made by the customer shall be considered invalid.
2. The place of performance and payment is the registered office of the hotel.
3. The exclusive place of jurisdiction for commercial transactions — also for check and bill disputes — is the registered office of the hotel. If a contractual partner fulfils the requirements of Section 38 Paragraph 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.
4. German law shall apply. Recourse to the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other regards, the statutory provisions shall apply.