

General terms and conditions of business

TERMS AND CONDITIONS OF GUEST RECEPTION AND MEDIATION OF LIPPE TOURISMUS & MARKETING GMBH

Dear guests,

Lippe Tourismus & Marketing GmbH - hereafter abbreviated to LTM - offers the mediation of the accommodation of its commercial accommodation establishments and its private property owners (hotels, guesthouses, pensions, private rooms and holiday apartments), hereafter uniformly referred to as "hosts", in accordance with the current offer. The following terms and conditions, if effectively agreed upon, become the content of the guest accommodation contract between the guest and the host in the case of a booking and regulate the contractual relationship between you as guest and the host in addition to the statutory provisions. Please read these conditions carefully.

1. Position of the LTM

1.1 Unless expressly agreed otherwise, LTM shall only have the position of an intermediary. It shall not be liable for the information provided by the host on prices and services. This shall not affect any liability of LTM arising from the brokerage contract.

1.2 These terms and conditions for guest accommodation shall apply, if effectively agreed, to all bookings of accommodation for which the basis for the booking is the host directory published by LTM or, in the case of bookings based on corresponding offers on the Internet, the descriptions there.

1.3 The hosts reserve the right to agree with the guest in individual cases on conditions of guest accommodation other than the present conditions of guest accommodation or to make individual agreements deviating from these conditions of guest accommodation.

1.4 The present terms and conditions of guest accommodation do not apply to contracts for package offers, contracts

2. Conclusion of contract

2.1 The following applies to all booking types

a) The basis of the host's offer and the guest's booking are the description of the accommodation and the additional information in the basis of the booking (e.g. description of the location, classification explanation) as far as these are available to the guest at the time of booking.

b) If the content of the booking confirmation differs from the content of the booking, a new offer of the host is available. The contract is concluded on the basis of this new offer if the guest declares acceptance by means of an express declaration, down payment or final payment or the use of the accommodation.

2.2 The following applies to bookings made verbally, by telephone, in writing, by e-mail or by fax

a) With the booking, the guest bindingly offers the host the conclusion of the guest accommodation contract.

b) The contract is concluded upon receipt of the declaration of acceptance by the guest, which does not require any form, with the consequence that verbal and telephone confirmations are also legally binding for the guest. As a rule, the host or LTM will also send a written copy of the booking confirmation to the guest. Oral or telephone bookings made by the guest shall, however, lead to a binding conclusion of a contract even if the corresponding written copy of the booking confirmation is not received by the guest.

c) If the host submits a special offer at the request of the guest or the client, this shall, in deviation from the above provisions, constitute a binding contractual offer by the host to the guest or the client. In these cases the contract shall come into effect, without the need for a corresponding confirmation by the host or LTM, if the guest or the client accepts this offer within the period stated in the offer without restrictions, changes or extensions by means of an express declaration, down payment, final payment or use of the accommodation.

2.3 In the case of bookings made on the Internet, the following shall apply to the conclusion of the contract

a) The guest is explained the process of online booking in the corresponding Internet portal. The guest has the possibility to correct his entries, to delete or to reset the entire online booking form. If the text of the contract is stored by the host or in the online booking system, the guest will be informed about this storage and the possibility to retrieve the text of the contract at a later time.

b) By pressing the button (the button) "book subject to payment" the guest offers the host the conclusion of the guest accommodation contract in a binding manner. The guest will receive an immediate electronic confirmation of receipt of his booking.

c) The transmission of the contract offer by pressing the button "book subject to payment" does not constitute a claim by the guest to the conclusion of a guest accommodation contract according to his booking details. Rather, the host is free in his decision to accept or not accept the guest's contract offer.

d) The contract shall come into effect upon receipt by the guest of the booking confirmation from the host or LTM as its agent.

2.4 If the booking confirmation is made immediately after the guest has made the booking by pressing the button "book subject to payment" by means of a corresponding display on the screen (booking in real time), the guest accommodation contract shall come into existence with the receipt and display of this booking confirmation on the screen without the need for an interim notification of the receipt of the guest's booking. In this case, the customer is offered the possibility to save and print the booking confirmation. However, the binding nature of the guest accommodation contract is not dependent on the guest using these options for storage or printing. As a rule, the host or LTM shall also send the guest a copy of the booking confirmation by e-mail, e-mail attachment, post or fax. However, the receipt of such an additional booking confirmation is also not a prerequisite for the legally binding nature of the guest accommodation contract

3. Reservations

3.1 Non-binding reservations that entitle the guest to withdraw from the contract free of charge are only possible if expressly agreed with the host.

3.2 For commercial clients, reservations can also be agreed as a fixed option (the reservation becomes binding if not cancelled within the agreed period) or an expiry option (the reservation expires if not confirmed within the agreed period). Unless otherwise expressly agreed, options are generally forfeiture options.

3.3 If no reservation has been expressly agreed upon, the reservation according to section 1. of these terms and conditions shall in principle lead to a legally binding contract for the host and the guest/client.

3.4 If a non-binding reservation has been agreed for private guests, the guest/client must inform the host by the agreed time if the reservation is to be treated as a binding booking. If this does not happen, the reservation is cancelled without any further obligation to inform the host. If the notification is made, the booking becomes binding regardless of any booking confirmation that may still be made by the host.

4. Prices and services

4.1 The prices stated in the brochure are final prices and include the statutory value added tax and all incidental costs, unless otherwise stated with regard to incidental costs. Fees for services billed according to consumption (e.g. electricity, gas, water, firewood) and for optional and additional services may be incurred and shown separately.

4.2 The services owed by the host result exclusively from the content of the booking confirmation in connection with the valid brochure or object description as well as from any supplementary agreements expressly made with the guest / client. The guest/client is recommended to make supplementary agreements in writing.

5. Payment

5.1 The host can demand a down payment after conclusion of the contract (receipt of the booking confirmation by the guest, or receipt of the guest's declaration of acceptance by the host in the case of a previously submitted offer). Unless otherwise agreed in individual cases, this amounts to 20% of the total price of the booked services and is to be paid exclusively to the host.

5.2 The remaining payment is to be paid to the host at the end of the stay, unless otherwise agreed in individual cases.

5.3 For bookings made less than seven working days before the start of the stay, the deposit is payable to the host on arrival and the balance at the end of the stay.

5.4 Payments in foreign currencies and by crossed cheque are not possible. Credit card payments are only possible if this is agreed upon or generally offered by the host. Payments at the end of stay are not possible by bank transfer.

6. Cancellation and no-show

6.1 In case of cancellation or no-show, the host is still entitled to payment of the agreed price of the stay, including the share of meals and fees for additional services.

6.2 The host shall endeavor to use the accommodation for other purposes within the scope of his normal business operations, without any obligation to make special efforts and taking into account the special character of the accommodation (e.g. non-smoking rooms, family rooms).

6.3 The host must allow for alternative occupancy and, if this is not possible, have saved expenses credited.

6.4 According to the percentages recognized by the jurisdiction for the assessment of saved expenses, the guest or the client has to pay the following amounts to the host, in each case related to the total price of the accommodation services, including all additional costs:

- For holiday apartments/accommodation without board 90%
- For overnight stay/breakfast 80%
- With half board 70%
- With full board 60

6.5 The guest/client expressly reserves the right to prove to the host that his saved expenses are significantly higher than the deductions considered above or that the accommodation services have been used for other purposes. In case of such proof, the guest or the client is only obliged to pay the correspondingly lower amount.

6.6 The conclusion of a travel cancellation insurance is strongly recommended.

6.7 For booking reasons, the declaration of cancellation shall be addressed to the host, not LTM, and should be made in writing in the interest of the guest.

7. Arrival and departure

7.1 The arrival of the guest must take place at the agreed time, without special agreement, at the latest by 18:00 hrs.

7.2 For later arrivals

a) The guest is obliged to inform the host at the latest by the agreed time of arrival if he arrives late or, in the case of stays of several days, only wants to move into the booked accommodation on the following day.

b) If the guest fails to inform the host in due time, the host is entitled to occupy the accommodation otherwise. For the period of non-occupancy, the provisions in section 6 apply accordingly.

c) If the guest notifies a later arrival, he/she must pay the agreed remuneration, less saved expenses of the host according to clauses 6.4 and 6.5, also for the unused occupancy time, unless the host is contractually or legally responsible for the reasons for the later occupancy.

7.3 The guest's accommodation must be vacated at the agreed time, without special agreement, no later than 12:00 noon on the day of departure. If the accommodation is not vacated in due time, the host can demand a corresponding additional payment. The host reserves the right to claim further damages.

8. Duties of the guest; termination by the guest; termination by the host; taking along of animals

8.1 The guest is obligated to immediately notify the host of any defects and malfunctions and to demand remedy. A notification of defects that is only made to LTM shall not be sufficient. If the notification of defects is culpably omitted, the guest's claims may be wholly or partially void.

8.2 The guest may only terminate the contract in the event of significant defects or disturbances. The guest must first set the host a reasonable period of time to remedy the defect within the scope of the notification of defects, unless remedy is impossible, is refused by the host or immediate termination is objectively justified by a special interest of the guest that is apparent to the host or the continuation of the stay is unreasonable for such reasons.

8.3 Pets may only be taken and kept in the accommodation if there is an express agreement to this effect, if the host provides for this possibility in the invitation to tender. Within the framework of such agreements, the guest is obliged to provide truthful information about the type and size of the pet. Violations of this obligation may entitle the host to terminate the guest accommodation contract without notice.

8.4 The host can terminate the guest accommodation contract without notice if the guest, despite a warning from the host, causes lasting disruption to the host's business or the implementation of the stay or if he/she behaves in such a way that the immediate termination of the contract is justified. If the host terminates the tour operator, the provisions in section 6 apply accordingly to the host's claim for payment.

9. Limitation of liability

9.1 The liability of the host from the guest accommodation contract according to § 536a BGB for damages not resulting from injury to life, body or health is excluded, unless they are based on an intentional or grossly negligent breach of duty by the host or a legal representative or vicarious agent of the host.

9.2 The liability of the host for items brought in according to §§ 701 ff. BGB remains unaffected by this regulation.

9.3 The host shall not be liable for performance disruptions in connection with services that are recognisable to the guest/client during the stay as merely being arranged as external services (e.g. sports events, theatre visits, exhibitions, etc.). The same applies to external services that are already arranged together with the booking of the accommodation, as long as they are explicitly marked as external services in the invitation to tender or the booking confirmation.

10. Statute of limitations

10.1 Contractual claims of the guest/client against the host arising from the guest accommodation contract or LTM arising from the agency contract arising from injury to life, body or health, including contractual claims for compensation for pain and suffering, which are based on their negligent breach of duty or an intentional or negligent breach of duty by their legal representatives or vicarious agents, shall become statute-barred after three years. This shall also apply to claims for compensation for other damages that are based on a grossly negligent breach of duty by the host or LTM or on an intentional or grossly negligent breach of duty by their legal representatives or vicarious agents.

10.2 All other contractual claims shall become time-barred after one year. If the last day of the period falls on a Sunday, a general holiday recognized by the state at the place of declaration or a Saturday, the next working day shall take the place of such a day.

10.3 The statute of limitations according to the above provisions shall commence at the end of the year in which the claim arose and the guest/client becomes aware of circumstances that justify the claim and the host or LTM as the debtor becomes aware of them or would have to become aware of them without gross negligence.

10.4 If negotiations are pending between the guest and the host or LTM regarding claims asserted or the circumstances substantiating the claim, the limitation period shall be suspended until the guest or the host or LTM refuses to continue the negotiations. The aforementioned limitation period of one year shall not commence before 3 months after the end of the suspension.

11. Choice of law and place of jurisdiction

11.1 German law shall apply exclusively to the contractual relationship between the guest or the client and the host or LTM. The same shall apply to the other legal relationship.

11.2 The guest or the client may only sue the host or LTM at their registered office.

11.3 The place of residence of the guest shall be decisive for legal action by the host or LTM against the guest or the Client. For legal actions against guests or clients who are merchants, legal entities under public or private law or persons who have their residence/business location or usual place of residence abroad or whose residence/business location or usual place of residence is not known at the time the action is filed, the place of jurisdiction shall be the location of the host's registered office.

11.4 The above provisions shall not apply if and to the extent that provisions of the European Union or other international provisions are applicable to the contract that are not mandatory.

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