I. Scope
1. These terms and conditions apply to contracts concerning the rental provision of hotel rooms in relation to the brand K1 Nohra and any other hotel services and deliveries provided for the customer by the hotel (hereinafter referred to as „hotel”).
2. The sub- or re-letting of the rooms provided, and using them for purposes other than accommodation will require the prior written consent of the hotel, whereby § 540 Paragraph 1 Sentence 2 of the German Civil Code (BGB) is excluded by agreement if the customer is not the consumer.

II. Reservations
1. The booking of rooms is binding for both parties to the contract if they have been paid for in advance. The reservation for rooms not yet paid for is valid until 6 pm of the day of arrival. The hotel reserves the right to rent rooms covered by reservations to other guests upon expiry of said time limit.
2. There is no claim to the provision of specific rooms.

III. Reservation guarantees
A reservation is regarded as guaranteed if the guest has paid for accommodation services in advance and has not cancelled the rooms booked until 6 pm on the day of arrival.

IV. Advance payment of the accommodation rate
1. The accommodation rate shall always be paid in advance by the guest. If the guest stays for an indeterminate period of time of more than one night, at least the following night must always be paid in advance, otherwise the reservation ceases to be valid; this payment must be made at the latest by 12 o’clock (noon).

V. Accepted means of payment
1. € cash, credit cards, Eurocard, Visacard, American Express Card, Traveller cheques issued in € will be accepted as means of payment.
2. The payment of commission or similar and/or the granting of rebates and/or free-of-charge rooms is excluded. Regular hotel rates may not be changed by agency/processing or booking charges.

VI. Usage of rooms paid for
1. As soon as the hotel rate has been paid in advance, the guest is allowed to use the room as of 2 pm on the day of arrival. The room number and the code used for opening the hotel and the room can be obtained from the hotel by telephone as of 2 pm.
2. On the day of departure, the room may be used until 12 o’clock (noon). After this time, the hotel may charge 50% of the full rate (list price) until 5 pm due to delayed vacating of the room for its usage beyond the scope of the contract and 100% after 5 pm. This does not establish any contractual claims by the customer. The latter is free to prove that the hotel has no claim or a considerably lesser claim to a usage charge.

VII. Service, rates, payment, offsetting
1. The hotel is obliged to keep the rooms booked by the customer ready and to render the agreed services.
2. The customer is obliged to pay the applicable or agreed hotel rates for the room provided and the additional services used. The same also applies for hotel services and expenses requested by the customer for third parties.
3. The agreed rates include the respective legally applicable rate of value-added tax. If the period of time between conclusion and performance of the contract exceeds 4 months and the general hotel rate for such services increases, the hotel may increase the contractually agreed rate to a suitable extent, by a maximum however of 5%.
4. The rates may also be changed by the hotel if the customer subsequently changes the number of rooms booked, the hotel service or the length of stay of guests and the hotel agrees.
5. The hotel is entitled, either upon conclusion of the contract or afterwards, to demand a suitable advance payment or the provision of security. The amount of the advance payment and the payment dates may be agreed in writing in the contract. In the case of advanced payments or the provision of security for package tours, statutory provisions remain unaffected.
6. The customer may only offset or reduce vis-à-vis a claim by the hotel with an undisputed or legally valid claim.

VIII. Customer withdrawal (i.e. cancellation) / no show
1. Withdrawal by the customer from the contract concluded with the hotel requires the written consent of the hotel. If this is not the case, the agreed rate from the contract must then be paid if the customer does not take up contractual services.
2. The regulations of the preceding paragraph do not apply in the event of infringement of the obligation of the hotel to consider the rights, objects of legal protection and interests of the customer if the latter can consequently no longer be reasonably expected to comply with the contract or is entitled to another statutory or contractual right to withdraw from the contract.
3. If the hotel and the customer have agreed on a date for withdrawal from the contract, the customer can withdraw from the contract by that date without causing claims for payment or damage compensation by the hotel. The customer’s right of withdrawal lapses if it is not asserted by the customer in written form until the agreed date vis-à-vis the hotel, unless the claim is a matter of cancellation as described in item VIII paragraph 2.
4. In case the customer does not make a claim on the rooms, the hotel shall offset the earnings from renting the rooms to other parties as well as the saved expenses. If the rooms are not let to another party, the hotel can demand the contractually agreed rate and assess a flat rate fort he saved expenses. In this case, the customer is obliged to pay at least 50% of the contractually agreed rate fort he overnight stay with or without breakfast 70% for half-board arrangements and 60% for full-board arrangements. The customer is free to prove that the aforementioned claim did not arise or not to the extent asserted.

IX. Right of the hotel to withdraw from the contract
1. If an agreed advance payment or one demanded in accordance with item IV above is not made, the hotel will likewise be entitled to withdraw from the contract.
2. The hotel is also entitled to extraordinary withdrawal from the contract for a substantively justified reason, for example if:
   • force majeure or other circumstances that are not the fault of the hotel render it impossible to perform the contract;
   • rooms are booked under misleading or false representations of material facts, e.g. the customer’s identity or the purpose of his stay;
   • the hotel has good reason to assume that the use of the hotel service can jeopardise the smooth running of the business establishment, the security or the public image of the hotel, without this being attributable to the area of responsibility and/or organisation of the hotel;
   • there is infringement of the above item I paragraph 2. If the hotel has justification for withdrawal from the contract, the customer will have no claim to compensation for damages.

X. Liability of the hotel
1. The hotel is liable with the due care and diligence of a prudent businessman for the obligations arising from the contract. Customer claims to compensation for damages are excluded. This does not include damages due to injury to life, limb or health if the hotel has failed to comply with its duties,
and other damage that is based on the hotel's wilful or gross negligence in performing its duties. The breach of duty by a representative or vicarious agent is tantamount to the hotel's failure to comply with its duties. Should hotel services be disturbed or defective, the hotel will endeavour to take corrective action once aware or once the customer has made a prompt complaint. The customer is obliged to provide reasonable assistance to rectify the problem and keep any possible damage to a minimum.

2. For deposited items the hotel is liable vis-à-vis the customer in accordance with the statutory provisions, i.e. up to one hundred times the room rate, a maximum of € 3,500 and for money, securities and precious objects up to € 800. Money, securities and precious objects may be deposited in the hotel or room safe up to a maximum value of € 7,500. The hotel recommends that use be made of this option.

3. If the customer is provided with a parking space in the hotel garage or in a hotel car park, even against payment, this will not result in any custody agreement. In the event of theft of or damage to vehicles and their contents parked or driven on hotel property, the hotel is not liable apart from for intent or gross negligence. This also applies for vicarious agents of the hotel, item X paragraph 1 Sentences 2 to 4 apply accordingly.

XI. Food and beverages brought by the guests
1. Guests are forbidden to bring food and beverages into the hotel for consumption on the premises in public areas and to prepare food in the rooms.
2. Breakfast will only be served in the rooms reserved for that purpose. Guests are not allowed to take with them anything offered at the breakfast buffet.

XII. Supplementary provisions applicable to groups
1. Within the meaning of these terms and conditions, groups are defined as coach tour groups that have booked a minimum of 15 rooms with the guests arriving and departing together on their tour coach. In these cases, the hotel will only make out one total invoice and hand it over to the tour guide. Check-in is only possible from 5 pm to 10 pm on the day of arrival. Any other arrival schedules have to be agreed in writing with the hotel.
2. The organiser of the group’s coach tour will provide the name of a group contact who shall be available during the group’s entire stay at the hotel and shall be in a position to make and accept statements. The organiser must inform the group in due time that K1 Nohra comes under in the low-budget category.
3. There is no claim to a group discount.
4. The hotel will mail a reservation confirmation including the key data on the booking accepted by the hotel, information about check-in, security deposit and the terms of payment to the customer/tour guide.
5. Terms of payment: the overall amount charged for the accommodation services booked must be credited to the hotel account at the latest four weeks prior to the arrival of the group, otherwise the hotel is entitled to withdraw from the contract. Any fees paid by the hotel for international transfers are to be fully reimbursed by the party to the contract. Insofar as these fees have not been transferred to the hotel account or settled when the deposit was made, they are to be paid upon arrival at the hotel.
6. The hotel is entitled to demand a deposit of up to 50 € per room booked to be paid upon arrival. The deposit will be returned at the group’s departure after the rooms in question have been checked in the tour guide’s presence or set off against any outstanding claims.
7. Cancellations: cancellations will be accepted free of charge up to four weeks prior to arrival. If bookings are cancelled after the expiry of this four-week deadline, the hotel may demand the contractually agreed amount and express the deduction of any expenses saved as a lump sum. In this case the customer is obliged to pay the contractually agreed compensation associated with an overnight stay. The customer is free to prove that the aforementioned claim did not arise or not to the extent asserted.

XIII. Final provisions
1. Modifications or supplements to the contract, to the acceptance of the quotation or to these terms and conditions for hotel accommodation should be in writing. Unilateral modifications or supplements by the customer will be null and void.
2. Place of performance and payment is the place of business of the respective hotel.
3. With regard to commercial transactions, also for disputes regarding cheques and bills of exchange, the exclusive legal venue is Würzburg. If one party to the contract fulfils the requirement of § 38 Paragraph 2 of the German Code of Civil Procedure (ZPO) and has no place of general jurisdiction in the home country, Würzburg will be the legal venue.
4. German law applies. The application of UN sales law and conflict of laws provisions is excluded.
5. Should individual provisions of these general terms and conditions be or become invalid or null and void, the validity of the remaining provisions will be unaffected hereby. The same applies in the case of an unintentional regulatory gap. Otherwise the statutory regulations apply.

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