



Hotel Kleefelder Hof

HANNOVER - KLEEFELD

General terms and conditions for the hotel accommodation contract

1. Scope

1a) These terms and conditions apply to contracts for the rental of hotel rooms for accommodation. As well as all other services and deliveries provided by the Hotel Kleefelder Hof for the customer.

1b) The sub and / or Sub-letting of the hotel room as well as its use for purposes other than accommodation require the prior written consent of the hotel, whereby §540 Paragraph 1 Clause 2 BGB is waived unless the customer is a consumer.

1c) The customer's terms and conditions are only recognized if this has been expressly agreed in writing beforehand.

2. Conclusion of a contract - partner; Statute of limitations

2a) The contract is concluded when the hotel accepts the customer's application. The hotel is free to confirm the booking in writing.

2b) Contractual partners are the hotel and the customer. If a third party has ordered for the customer, he and the customer are jointly and severally liable to the hotel for all obligations arising from the hotel accommodation contract, provided the hotel has a corresponding declaration from the third party.

2c) All claims against the hotel become statute-barred one year from the beginning of the knowledge-dependent regular limitation period of Section 199 (1) of the German Civil Code (BGB). The shortening of the limitation period does not apply to agreements based on an intentional or grossly negligent breach of duty by the hotel.

3. Services, prices, payments, offsetting

3a) The hotel is obliged to provide the rooms booked by the customer and to render the agreed services.

3b) The customer is obliged to pay all prices of the hotel applicable or agreed for the provision of the room and the further services used by him. This shall also apply to services arranged for by the customer and to the provision of services by the hotel to third parties.

3c) The agreed prices include the respective statutory value added tax. Changes to the rate of value added tax and/or the introduction

of local levies/taxes on the subject matter of the service shall be borne by the customer irrespective of the conclusion of the contract. Due to events that cannot be planned or foreseen (e.g. force majeure, pandemic, energy crisis, etc.), surcharges may be levied locally. If the period between conclusion and fulfilment of the contract exceeds four months and if the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price by a reasonable amount, but by no more than 10%.

3d) The hotel may make its consent to a subsequent reduction or increase in the number of booked rooms, change of arrival/departure date, change of the hotel's service or the customer's length of stay requested by the customer conditional upon an increase in the price for the rooms and/or for the hotel's other services.

3e) Invoices of the hotel without a due date are payable within 7 days of receipt of the invoice without deduction. The hotel is entitled to call in accrued claims at any time and to demand immediate payment. In the event of default in payment, the hotel shall be entitled to charge the respective applicable statutory default interest in the amount of currently 8% or, in the case of legal transactions involving a consumer, in the amount of 5% above the base interest rate. The hotel reserves the right to prove higher damages.

3f) The hotel is entitled to demand a reasonable advance payment or security deposit for contractual payments or thereafter, taking into account the legal accommodation for package tours. The amount of the advance payment and the payment dates may be agreed in writing in the contract.

3g) The customer may only offset or reduce a claim of the hotel with an undisputed or legally binding claim.

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4. Withdrawal by the customer (e.g. cancellation, cancellation, failure to use the hotel's services)

4a) Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If this is not done, the agreed price on the contract is to be paid even if the customer does not make use of the contractual services. This does not apply in the event of a breach of the hotel's



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obligation to take into account the customer's rights, legal interests and interested parties, if the customer can no longer be expected to adhere to the contract or if he has any other statutory or contractual right of withdrawal.

4b) If an appointment for free withdrawal from the contract has been agreed in writing between the hotel and the customer, the customer can withdraw from the contract until then without triggering payment or damage claims by the hotel. The customer's right of withdrawal expires if he does not exercise his right of withdrawal in writing vis-à-vis the hotel by the agreed date, unless there is a case of withdrawal by the customer in accordance with number 1 sentence 3.

4c) If rooms are not used by the customer, the hotel must convert the income from renting them to other parties as well as the saved expenses.

4d) The hotel is free to demand the contractually agreed remuneration and to apply a flat rate deduction for saved expenses. In this case, the customer is obliged to pay at least 80% of the contractually agreed price for an overnight stay with or without breakfast. The customer is free to prove that the above claim did not arise or did not arise in the amount claimed.

5. Terms of payment and cancellation conditions for group reservations of 10 or more room units outside trade fair times:

5a) Terms of payment - 50% deposit, 4 weeks before arrival The hotel will retain the deposit in the event of cancellation if the cancellation is made within 28 calendar days prior to the arrival of the group. The remaining 50% are paid 14 calendar days by direct debit prior to the group's arrival or by the tour guide in CASH prior to the group's departure.

5b) cancellation policy - Cancellations of the rooms 28 calendar days before arrival are free of charge. - If the room is canceled 27 days - 9 days before arrival, 50% payment of the final amount. - In the case of room cancellations 2 days before arrival or no-show, 80% payment of the final amount.

5c) Additional terms and conditions for groups

Groups within the meaning of these terms and conditions are travel groups with a minimum number of booked 10 room units; there is a joint arrival and departure. Only a total invoice is created and, if necessary, handed over to the tour guide. For a group with less than 10 room units, the prices for individual travelers apply. There is no entitlement to group travel, based on individual agreements, depending on availability and demand.

Reservations must be confirmed in writing. The final list of names of the members of the respective group must be communicated to the hotel no later than 14 calendar days prior to arrival.

The hotel will send the organizer a confirmation of reservation with the essential elements of the reservation made and details of the check-in as well as the terms of payment.

6. Resignation of the hotel

6a) If an agreed advance payment or an advance payment requested in accordance with Clause II No. 8 above has not been made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

6b) Furthermore, the hotel is entitled to extraordinarily withdraw from the contract for objectively justified reasons if

force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract.

Apartments / rooms with misleading or false information about essential facts, e.g. booked in the person of the customer or the purpose.

The hotel has justified cause to believe that the hotel services used may endanger the smooth business operations, security or public image of the hotel without this being taken into account in the hotel's organizational area.

A violation of the above Clause I No. 2 is present.

6c) If the hotel is justified in withdrawing from the contract, the customer has no right to compensation.

7. Provision, handover and return of the room

7a) The customer does not acquire the right to be provided specific rooms.

Booked apartments are available to the customer from 2 p.m. on the agreed arrival date. The customer has no right to earlier availability.

7b) On the agreed day of departure, a room in the hotel must be vacated by 11:00 a.m. at the latest. Thereafter, due to the late vacating of the room, the hotel can charge 59% of the full accommodation price for use beyond the contract until 6:00 p.m. From 6 p.m. 100%. This does not justify contractual



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claims by the customer. He is free to prove that the hotel has no or a significantly lower claim for usage fee.

7c) Provision of a conference room

The conference room is to be provided by the hotel in good time and as requested, as the customer has confirmed. The customer is not allowed to bring his own drinks or food.

The number of participants must be specified no later than 1 week before arrival.

8. Fair regulations

A cancellation or change of the confirmed room is possible free of charge up to 12 weeks before arrival. The hotel will charge 80% of the total amount within the 12 weeks. The customer undertakes to send a list of names no later than 1 week before arrival.

8a) Payment terms for trade fairs - 80% deposit, up to 12 weeks before arrival - 20% deposit up to 8 weeks before arrival. The deposit max. 80% will be retained by the hotel in the event of cancellation if the cancellation is made within 12 weeks prior to the arrival of the guests.

8b) Cancellation Policy - Room cancellations up to 12 weeks before arrival are free of charge. Later cancellations or no-shows will be charged at 80% of the agreed room rate.

9. Hotel liability

9a) The hotel is liable for its obligations under the contract with the diligence of a prudent businessman. Customer claims for compensation are excluded. Excluded from this are damage resulting from injury to life, limb or health if the hotel is responsible for the breach of duty, other damage based on an intentional or grossly negligent breach of duty by the hotel and damage that is typical of the contract due to an intentional or negligent breach. Obligations of the hotel are based. A breach of duty by the hotel is equivalent to a legal representative or vicarious agent. Should disruptions or deficiencies in the hotel's services occur, the hotel will endeavor to remedy the situation if the customer becomes aware of it or if the customer complains immediately. The customer is obliged to do what is reasonable for him to remedy the disruption and to keep possible damage to a minimum.

9b) The hotel is liable to the customer for property brought in according to the statutory provisions, that is up to one hundred times the room rate, up to a maximum of € 3,500.00, as well as securities and valuables up to € 900 for money. Money, securities and valuables could be kept in the hotel safe up to a maximum value of € (insert the hotel's insured amount). The hotel recommends that you use this option. The liability claims expire if the customer does not notify the hotel immediately after gaining knowledge of loss, destruction or damage (§703 BGB). The above number 1 sentences 2 to 4 apply accordingly for further liability of the hotel. 9c) If the customer is provided with a parking space in the hotel garage or on a hotel car park, even for a fee, this does not constitute a safekeeping agreement. The hotel is not liable for loss of or damage to vehicles parked or maneuvered on the hotel property and their contents, except in the case of intent or gross negligence. Number 1 sentences 2 to 4 above apply accordingly.

9d) Wake-up calls are carried out by the hotel with great care. Messages, mail and shipments of goods for guests are handled with care. The hotel will deliver, store and - on request - forward the same for a fee. Number 1 sentences 2 to 4 above apply accordingly.

10. Final provisions

10a) Changes or additions to the contract, the acceptance of applications or these terms and conditions for hotel accommodation should be made in writing. One-time changes or additions by the customer are invalid. The place of fulfillment and payment is the seat of the hotel.

10b) The exclusive place of jurisdiction - also for check and bill of exchange disputes - is the seat of the hotel (Hanover) for commercial transactions. If a contractual partner fulfills the requirements of Section 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction is the hotel's registered office.

10c) German law applies. The application of the UN sales law and the conflict of laws are excluded. 10d) 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 addition, the statutory provisions apply.

10e) The place of jurisdiction is Hanover.



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Hotel Kleefelder Hof
Inh. Claudia Merk
Kleestraße 3a
30625 Hannover