

# TERMS OF REGENSBURG TOURISMUS GMBH FOR THE ACCOMMODATION OF GUESTS

Dear customer, the following translation of our Terms and Conditions is **for convenience purposes only**. **For all legal purposes, the German version alone shall be authoritative.** You will find the German Version (AGB) at [www.regensburg.de/tourismus](http://www.regensburg.de/tourismus).

Regensburg Tourismus GmbH – hereinafter called „*RTG*“ for short – supplies hotel and lodgings accommodation (hotels, guest houses, pensions, privately rented rooms and holiday apartments), hereinafter called “B&B” for short, in Regensburg based on current vacancies. Insofar as they were effectively agreed, the following Terms shall form the content of the hotel contract between the guest and B&B and shall govern the contractual relationship between the guest and B&B and the *RTG* agency services, supplementary to legal regulations. For this reason, please read these Terms carefully.

## 1. Status of *RTG*

**1.1.** Insofar as no other agreements were expressly made, *RTG* shall solely have the status of an agent. It is not liable for any B&B information, services, and poor performance regarding services to be provided by B&B.

**1.2.** This shall not affect any liability of *RTG* arising out of the agency contract.

## 2. Conclusion of the contract

**2.1.** Upon booking, the guest shall enter into a binding hotel contract with B&B. The basis for this offer is the accommodation description and any additional basic booking information (e.g. description of location, classification legend) insofar as they are available to the customer.

**2.2.** Travel agents – with the exception of *RTG* itself – are not authorised to conclude agreements, to give information or guarantees modifying the content of the contract, or that go beyond the promised B&B services or contradicting the accommodation description.

**2.3.** Information in travel guides and similar directories that are not published by *RTG* or B&B is not binding for B&B with respect to its liability, insofar as they do not become the content of B&B’s liability upon express agreement with the guest.

**2.4.** Bookings may be made verbally, in writing, by telephone, by telefax, or electronically (e-mail, Internet). Electronic bookings are confirmed to the guest electronically without delay.

**2.5.** The guest making a booking on behalf of other travellers or any other party making the booking (company, associations, persons responsible for groups) shall answer for all contractual obligations of any booked guests for which the booking is made as for their own insofar as they have assumed this obligation through express separate declaration.

**2.6.** The contract shall come into force upon receipt of the informal acceptance declaration resulting in any verbal and telephone confirmations becoming legally binding for the guest. As a rule, B&B or its representative *RTG* shall additionally send a written copy of the booking confirmation to the guest.

**2.7.** If the content of the booking confirmation deviates from the booking content, this shall constitute a new offer on the part of B&B. The contract shall come into force on the basis of this new offer once the guest notifies B&B of his acceptance through express declaration, down payment or final payment or use of the accommodation.

**2.8.** If B&B or *RTG* makes a special offer at the guest’s or booking party’s request, this shall constitute a binding contractual offer of B&B to the guest or booking party, deviating from aforementioned rules. In such cases, the contract shall come into force without requiring an according back confirmation if the guest or the booking party accept this offer without reservations, changes or additions within the period prescribed in the offer through express declaration, down payment, final payment or use of the accommodation.

## 3. Reservations

**3.1.** Non-binding reservations entitling the guest to free cancellation are only possible upon relevant express agreement with *RTG* or B&B.

**3.2.** In case of corporate booking parties, reservations may be agreed on a preclusive deadline basis (booking becomes void if it is not confirmed within the agreed time).

**3.3.** If no reservation was expressly agreed, any booking basically results in a legally binding contract between B&B and the guest/booking party under number 1 of these Terms.

**3.4.** If private guests make a non-binding reservation, the guest/booking party is to advise *RTG* until the agreed deadline as to whether or not the reservation should be treated as a binding booking, failing which the reservation shall become void without further notification duty of *RTG*. In the case of a notification, the booking shall be deemed binding regardless of any booking confirmation still to be provided by *RTG*.

## 4. Prices and services, rebooking

**4.1.** Prices indicated in the leaflets and on the Internet are net prices including statutory VAT and all additional costs, insofar as nothing else is mentioned with regard to additional costs. Prices are per person. Any visitors’ tax or tourist

tax incurred as well as any remuneration for consumption-dependent service charges (e.g. current, gas, water, etc.) and for optional and additional services are billed separately.

**4.2.** The services to be provided by B&B shall result exclusively from the content of the booking confirmation in connection with the valid leaflet or property description as well as supplementary agreements expressly made with the guest/booking party. The guest/booking party is advised to make any additional agreement in writing.

**4.3.** For changes in reservation (changes concerning arrival and departure date, length of stay, type of board, in case of booked additional services and other supplementary services) for which there is no legal entitlement, B&B may request fee of €15,- per reservation change. This does not apply to minor changes.

## 5. Payment

**5.1.** The maturity of down payment and final payment is based on the rules stipulated in the booking confirmation which were agreed with the guest or booking party. In the absence of any special agreement, the total accommodation price including any amounts for additional costs and additional services at the end of the holiday shall be due for payment to B&B.

**5.2.** B&B may demand a down payment of 10% of the total price without explicit note in the booking confirmation.

**5.3.** Payment in foreign currencies and by account-payee only cheque is not possible. Credit card payments are only possible if agreed or generally stipulated in B&B’s terms posted on the bulletin board. Payments at the end of the holiday are not possible via bank transfer.

## 6. Cancellation and failure to arrive

**6.1.** In case of cancellation or failure to arrive, B&B shall be entitled to payment of the agreed sojourn price including share in board and any amounts due for additional services.

**6.2.** Within the frame of its ordinary course of business, B&B, under no particular obligation on its part, shall attempt to find another use for the accommodation, taking into account the specific character of a particular accommodation (e. g. nonsmoking room, family room).

**6.3.** B&B shall allow any other use, and insofar as this is not possible any saved expenses, to be credited.

**6.4.** According to the percentages stipulated by law for the evaluation of saved expenses, the guest or booking party is to pay the following amounts to the B&B, respectively referring to the overall price of accommodation services (including all additional costs), however without consideration of any public charges like tourist tax or visitors’ tax:

< For holiday apartments/accommodation without catering 90%

< For nights/breakfast 80%

< For half-board 70%

< For full-board 60%

**6.5.** The guest/booking party expressly reserves the right to prove that B&B's saved expenses are significantly higher than the foregoing considered deductions or that another use of the accommodation services occurred. If they can provide adequate proof, the guest or the booking party may only have to pay the respective lower amount.

**6.6.** We strongly recommend the conclusion of a travel cancellation insurance policy.

**6.7.** On technical grounds, the notice of cancellation of booking is to be addressed to *RTG* (not to the B&B) and, in the guest's interest, should be in writing.

#### **7. Customer obligations, cancellation by BHB<sup>1</sup>**

**7.1.** Insofar as no other agreement was made, the accommodation may only be claimed by the guest for whom it was booked. Any other uses, especially subletting in the case of corporate customers, especially the distribution of accommodation quotas, are not permitted.

**7.2.** The guest commits himself to treat the overall accommodation and its fittings as well as all fittings of the B&B, insofar as available (e.g. like swimming pools and sauna), according to the intended purpose and the use regulations.

**7.3.** The guest commits himself to notify B&B of any defects and malfunctions without delay and to demand remedy. Any notification of defects to *RTG* only is not enough. In the case of culpable failure of the guest to notify defects, any guest claims may wholly or partly become invalid.

**7.4.** The guest may only terminate the contract in case of major defects or malfunctions. He first has to set B&B a reasonable deadline for remedy within the frame of the notification of defects, unless remedy is not possible, refused by B&B or immediate cancellation is factually justified on the grounds of special interests of the guest recognized by B&B, or for such reasons that render the continuation of the holiday unreasonable.

#### **8. Liability**

B&B shall not be liable for any service malfunctions in connection with services that were merely visibly supplied for the guest/booking party as outside services during his stay (e.g. sports events, visits to the theatre, exhibitions, etc.) The same applies for outside services that are already supplied when booking the accommodation insofar as they are expressly listed as outside services in the tender or the booking confirmation.

#### **9. Period of limitation**

**9.1.** Contractual claims on the part of the tourist/principal against the host or *RTG* arising from injury to life, limb or health, including contractual claims for pain and suffering, that are based on said parties' negligent breach of duty or a deliberate or negligent breach of obligation on the part of their authorised or vicarious agent shall lapse after three years. This shall also apply to compensation claims for other damages that are based

upon a grossly negligent breach of duty on the part of the host and/or of *RTG* or based on a deliberate or grossly negligent breach of duty by their authorised or vicarious agents.

**9.2.** All other contractual claims shall lapse after one year.

**9.3.** The limitation period according to the above provisions shall begin in each case as from the end of the year in which the claim arose and in which the guest/principal became aware of the circumstances upon which the claim is based and in which the host and/or *RTG* as liable parties became aware or, without gross negligence, had to become aware of said circumstances.

**9.4.** If negotiations are in progress between the tourist and the host and/or *RTG* in regard to the claims lodged or the circumstances upon which the claim is based, the limitation period shall be suspended until such time as the tourist or the host and/or *RTG* refuses to continue with the negotiations. The aforesaid limitation period of one year shall become effective three months after suspension at the earliest.

#### **10. Choice of law and place of jurisdiction**

**10.1.** The contractual relationship between the guest or booking party and the B&B or *RTG* shall be exclusively governed by German law. The same applies to other legal relationships.

**10.2.** The guest or booking party may only file an action against the B&B or *RTG* at their registered office.

**10.3.** For any proceedings of the B&B or *RTG* against the guest or booking party, the customer's domicile shall be authoritative. For legal actions against guests or booking parties that are merchants in the meaning of the German Commercial Code, public or private law legal entities, or persons that have their (corporate) domicile ordinary place of residence/business abroad or whose domicile/corporate domicile or ordinary place of residence is unknown at the time of commencement of the action, the place of jurisdiction shall be the seat of the B&B.

**10.4.** The foregoing provisions shall not apply if and insofar as other provisions or the European Union or other nonmandatory international provisions are applicable to the contract.

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#### **Agent providing hotel and lodgings services is:**

Regensburg Tourismus GmbH

Managing Director: Sabine Thiele

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<sup>1</sup> BHB = Beherbergungsbetrieb = bed and breakfast business (B&B), bed and meal business, though in the narrow sense, this only applies to the first 3 categories as privately rented rooms and holiday apartments are self-catering accommodation