I. SCOPE OF APPLICABILITY
The Terms and Conditions govern contracts for the rental of hotel rooms for lodging purposes, as well as for goods and services rendered by the hotel for the customer in this connection (Hotel Accommodation Contract). The term “Hotel Accommodation Contract” includes all “contractual surprises” and comprises the following terms: accommodation, lodging, hotel, and/or the hotel. The customer may only set off or reduce a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

II. CONCLUSION OF CONTRACT, PARTIES, STATUTE OF LIMITATIONS
1. The contract shall come into force upon the hotel’s acceptance of the customer’s application. At its discretion, the hotel may confirm the room reservation in text form.
2. The parties to the contract are the hotel and the customer. If a third party placed the order on behalf of the customer, then that party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor together with the customer, insfar as the hotel has expressly agreed otherwise in text form.
3. Any claims against the hotel shall generally be time-barred one year after the contract and in accordance with the general statute of limitations period. Damage claims shall be time-barred after five years, independent of knowledge. The reduction of the statute of limitations periods shall not apply for claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

III. SERVICES, PRICES, PAYMENT, SET-OFF
1. The hotel is obliged to keep the rooms reserved by the customer available and ready to be used by the agreed services.
2. The customer is obligated to pay the agreed or applicable hotel prices for rooms provided and for other services used. This shall also apply to the hotel’s obligations to third parties caused by the customer. The agreed prices shall include the respective Value Added Tax.
3. If there are changes in the VAT rate prior arrival, the hotel may raise the contractually agreed rate to a reasonable extent.
4. The hotel can make its agreement to the customer’s later request for a reduction of the number of reserved rooms, services of the hotel or the customer's length of stay dependent upon the increase of the price for the rooms and/or for the other services.
5. Hotel invoices not showing a due date are payable three months after invoice date.
6. The hotel shall be entitled at any time to demand the advance payment or the full accommodation rate, etc. The amount of the advance payment and payment dates may be agreed in text form on the contract.
7. The customer is obligated to prove greater damage in the event of a delayed vacating of the room for use exceeding the stated time period within the meaning of the above-mentioned No. 5 or an advance of the payment or security deposit demanded in the contract up to the hotel agreed remuneration.
8. Furthermore, the hotel shall be entitled, at the customer’s demand during the customer’s stay, to demand a reasonable advance payment or security deposit according to the types of rooms, in the amount of the above-mentioned No. 5 for existing and future accounts receivable from the contract, insfar as such has not already been paid pursuant to the above-mentioned No. 5 and/or No. 6.

IV. PAYMENT BY 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 consent in text form. If such is not given, then the price agreed in the contract shall be paid even if the customer does not avail itself of the contractual services. The hotel does not apply in cases of delayed performance for which the hotel is at fault.
2. To the extent the hotel and customer agreed in text form upon a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer’s right of cancellation shall then expire if he does not exercise his cancellation right in text form vis-à-vis the hotel by the agreed date.
3. If rooms are not used by the customer, the hotel must credit the income from renting the rooms to other parties and also for saved expenses. If the rooms are not otherwise rented, the hotel can demand the contractually agreed rate and assess a flat rate for the saved expenses of the hotel. In this case, the customer is obligated to pay at least 90 % of the contractually agreed rate for lodging with or without breakfast, 70% for room and half-board and 60% for room and full-board arrangements. The customer is not entitled to show that the above mentioned claim was not created or not in the amount demanded.

V. CANCELLATION BY HOTEL
1. Insofar as it was agreed in text form that the customer can cancel the contract at no cost within a certain period of time, the hotel is entitled for its part to cancel the contract during this time period if injuries from which the customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereby of the hotel, does not waive his right of cancellation.
2. If an agreed advance payment or an advance payment or security deposit demanded pursuant to Item clause III, No. 5 is not made, the hotel is entitled to cancel the contract.
3. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
4. rooms and spaces are reserved with culpably misleading or false information regarding material contractual facts, such as the identity of the customer or the purpose of his stay;
5. the hotel has justified cause to believe that use of the hotel's services is going to impair the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control, and
6. the purpose or the cause of the stay is illegal;
7. there is a breach of the above-mentioned clause I, No. 2 supra.

IV. CANCELLATION BY CUSTOMER
1. If there is a claim for damages from the hotel to the client because of a rescission of point IV, 3, V, 2, 3, the hotel has right to invoice the demand.

VI. ROOM AVAILABILITY, DELIVERY AND RETURN
1. The customer does not acquire the right to be provided specific rooms insfar as this is not expressly agreed in text form.
2. The hotel is entitled to make changes for operational reasons without notice.
3. The hotel is entitled to make changes in the event of a delayed vacating of the room for use exceeding the stated time period within the meaning of the above-mentioned No. 5 or an advance of the payment or security deposit demanded in accordance with the hotel’s reservations policy for package tours, the statutory provisions on hotel liability shall apply.

VII. LIABILITY OF THE HOTEL
1. The hotel is liable for the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such where the injury, to body or health and the hotel is responsible for the breach of the duty of care, other damage which is caused by an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the hotel which are typical for the contract. A breach of obligation which is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be entitled to take actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum.
2. The hotel is liable to the customer for properly brought into the hotel in accordance with the statutory provisions. Accordingly, the liability is limited to, one hundred percent of the value of the damage caused, but, however, a maximum amount of € 3,500.00 and in deviation, for cash, securities and valuables, a maximum amount up to € 800.00. Cash, securities and valuables and up to a maximum value of € (insert amount) for other items, the hotel shall be liable for the hotel safe or room safe. The hotel recommends that guests make use of this possibility. Otherwise, the Hotel accepts no liability.

The liability claim expires, if the guest did not file claims timely to the hotel, or if the guest made no reservations, the hotel only exists if the room or safe with objects inside were locked.

3. Inspections of the parking space is provided to the customer in the hotel in garage, or a hotel parking lot, this does not constitute a safekeeping agreement, even where it is done with regard to liability for loss of or damage to motor vehicles parked or manoeuvred on or underneath the hotel grounds or in any of the hotel’s buildings and the contents thereof, except for causes of intent or gross negligence. For the preclusion of damage claims of the customer, the regulation of the above-mentioned No. 1, sentences 2 to 4 supra shall apply accordingly.

4. Wake-up calls are carried out by the hotel with the greatest possible diligence. Therefor the hotel does not assume any liability. Messages, mail, and merchandise deliveries for guests is handled by care. The hotel will deliver, and hold, and, for a fee, forward such items (on request). For the preclusion of damage claims of the customer, the regulation of the above-mentioned No. 1, sentences 2 to 4 supra shall apply accordingly.

5. Lost properties will be sent on request and on the guests account. The hotel will store the lost property for three months. After this time, they will be delivered to the local lost property office.

VIII. FINAL PROVISIONS
1. Amendments and supplements to the contract, the acceptance of applications or these General Terms and Conditions should be made in text form. Unauthorized amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the accommodation. The hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
3. In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotel’s registered office according to corporate law shall have jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of General Terms and Conditions on the International Sale of Goods and Conflict Law principles are not valid.
5. Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.

Stand: January 2010

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