

General business conditions

-July 2005-

1. The contract between the guest and the hotel starts by the obligatory order of a hotel room or its short-term supply by the hotel.
2. The hotel contract is valid for that guest – even in plural – of the hotel which obliged him/her as well as customers that made an order without personal presence.
In the case that a customer orders in the name of a future guest of the hotel, the customer is liable for the guest to the hotel as the main debtor.
3. a) By signing the guest contract/rental contract, both contract partner are obliged to fulfil the contract for the agreed contract time. The contract can not be dissolved by one partner.
b) Orders by option are obliged for both contract partners. The hotel reserves to rearrange the booked hotel or conference rooms after the end of the option time.
c) The contract partner is able to use the booked multi - purpose rooms only for the agreed time. In case of an extended use of these rooms, the contract partner has to ask the hotel for the rooms availability.
d) The contract partner has no right for special hotel or conference rooms.
e) In case of group bookings, the hotel has to be informed by a participant list 14 working days in advance.
4. The process of sublet or further rental by guests of multi - purpose rooms, exhibition or advertising areas has to be agreed by a written allowance of the hotel.
5. The guest is obliged to fill out the registration card at his arrival.
6. a) In case of a non – presence or non - notification from the guest by 5 pm at the agreed arrival day, the hotelier is entitled to rearrange the booked rooms.
b) If the guests has reserved a stay of several days and shows no presence on the arrival date, the hotelier will proceed from the assumption that the guest/customer withdraws from the confirmed stay, if not the guest/customer informs the hotelier about his late arrival or arrives up to 11 am the next day.
c) In case of a) or b), the guest is obliged to pay the cancel charges. The guest are quite at liberty to assert higher actual saved spendings as well as higher actual advantages which can result out of an other use.
7. The hotel room has to be left on the departure day at 12 am. If the guest does not put the room at the hoteliers disposal at this time, which means he/she vacates and pays the bill, the hotelier is able to charge the guest for another day.
8. If the hotel has a reasonable assumption that the event would endanger the frictionless business activities, the safety or the reputation of the hotel or its guests as well as in case of higher power or restlessness, the hotel is able to cancel the event; the claim for compensation in any case against the hotel is impossible.
9. Newspaper advertisement which contains of hotel data for invitations, sales events and interviews as well as the use of the hotel name in case of advertising measures of the contract partner needs to be agreed in written form by the hotel in advance.
If the contract partner makes the publishment without the agreement of the hotel, with the consequence that main interests of the hotel will be reduced in its value, the hotel has the right to cancel the event; in that case the guest will be charged for the event.
10. The organizer/guest has to inform the hotel about the exact participant number 3 working days before the beginning of the event. The given number of participant is obliged.
11. The guest is not allowed to bring food and beverages within the hotel, except in case of an agreement by the hotel and the paying of the hotel usual service costs (cork charges).
12. Circumstances that made the guest/customer sign the hotel contract but due to reasons out of his/her influence sphere will not appear (for example the cancellation of a fair), the guest/customer is not able reconclude the contract due to the legal basis of the omitting business basis.
13. The hotel rules – which can be found by a notice in the reception area – is part of the contract and is obliged for every guest. In case of a rude offence against the hotel rules, the hotelier is able to speak out an extraordinary cancellation.
14. The guest has special care obligations for all hotel fittings and has to take care for the protection of the fittings during the hotel stay. In case of the contrary to the agreement use of the room, the hotelier is able to use the right for extraordinary cancellation.
Basically, the guest is not allowed to invite other persons in his room, if he/she has not taken the allowance of the hotelier in advance. The same is true for the overnight stay of persons not announced to the hotelier.
15. It is only allowed to take animals inside the hotel if it is confirmed by the hotelier. In case of no agreement between the hotelier and the guest/customer, and the guest leaves the hotel due to this reason, he/she is not exempt from paying the cancel charges.
16. The guest/customer has the possibility to park his car in the low-level garage or the hotel-owned parking place, parking is at the guests own risk. There is no care or keeping obligation by the hotelier.
17. In case that the hotel due to reasons concerning the risk sphere of the hotelier, can not put accommodation at the guests disposal, the hotelier is not liable for compensation if the guest spends useless holidays. Furthermore, the hotelier is only liable in case of intent or culpable negligence of the legal representative of the hotel company or fulfilment assistants of the hotel.
18. In case of defects in the area of the hotel room, the guest has to inform the hotelier immediately. Therefore, the hotelier is able to remove the announced defect as soon as possible. Defect claimed by departure will not lead to depreciation of the room price if the hotelier is not informed about it in advance.
19. If there are changes concerning the legal VAT during the time from the signing of the contract and the beginning of the journey, the guest will agree to the change of the agreed price which results only out of the legal VAT change, so that the new agreed price will adjust to the change of the VAT.
20. The hotelier has the right to be paid by cash for all performances before the guests departure and has therefore a legal pawn right for all the things the guest brings in.
In case of an agreement concerning a deposit of the price, the hotelier is allowed to speak out an extraordinary cancellation of the contract if the guest pays not at the agreed settlement date.
The claim for cancel charges stays untouched.
In case of a cancel process of the booked hotel room on the part of the guest, he/she has to pay the following cancel charges, subject to other individual agreements:
cancel process up to the day of arrival Cancel charges, resulted out of the % of the travel turnover

Up to 90 days 10% of the travel turnover
From 89 to 70 days 25% of the travel turnover
From 69 to 50 days 50% of the travel turnover
From 49 to 30 days 70% of the travel turnover
From 29 to 10 days 80% of the travel turnover
From 9 to 0 days 90% of the travel turnover

Individual agreements have precedence over these conditions.

The guest is quite at liberty to prove the hotelier that either no damage or only a small damage has occurred as it has been fixed by the before named cancel charges.

21. In case of an arrangement of not - hotel usual performances by third parties in form of technical, decorative or other things,
the hotel deals in the name of and in charge of the organizer. The organizer is obliged for the careful use and punctual return of these things and exempts the hotel from all claims concerning third parties.
22. Due to beforehand credit agreements, invoices have to be paid within 10 days without any discount.
23. The hotel accepts the following credit cards: Eurocard, Diners, Visa, American Express and JCB.
24. In case that the days of the contract signing and the fulfilment of the performance exceed 180 days, the hotel has the right to make price changes without any information in advance.
25. If the guest claims not for performances from package arrangements, he/she is not able to reconclude these performances.
26. Disturbances concerning technical or other fittings will be fixed as soon as possible. The guest is not able to claim for the keeping back or depreciation of the payments. Furthermore, it is not possible to change it into a counterclaim, unless those counterclaims are not under dispute or legally valid.
27. News for guests as well as the sending of post or goods will be pursued by greatest care. The hotel is responsible for the keeping as well as the delivery and if the guest wishes the unfree forwarding process. The hotelier is not liable by loss, delay or damage.
28. The hotelier tries hard to carry out the wake – up calls in a proper way. There is no liability concerning not or wrong carried out wake – up calls on part of the hotelier.
29. Property of the client/guest which is left behind is only sent back upon request and for the guest's risk and costs. The hotelier is not liable by that.
30. Exhibition or other things that have been brought by the guest - but that are not brought in sense of § 702 BGB – are at the guests/customers own risk in the conference rooms or in the hotel. Except by culpable negligence or intent, the hotel takes the liability in case of the loss, the decline or the damage. Exhibition parts or other things that have been brought in, have to be removed immediately after the end of the event. If not, the hotelier is allowed to charge the guest for the removal or storage of the beforehand named things. The hotel is allowed to charge room rentals for things that have been left in the conference room for the whole time of stay.
The guest is not allowed to put presentation materials or other things on without the agreement of the hotel. The whole decoration material has to meet the fire and police standards.
Valuables, money or cash valuable papers (cheques, cheque card, etc.) have to be placed in the hotel safe at the reception.
31. The court jurisdiction and the place of fulfilment for performances of the hotelier for non businessman is placed at the hotel the customer has booked his/her hotel rooms. According to businessman, the court jurisdiction is placed in Soest.
32. In case that one of these paragraphs or another paragraph concerning other agreements are or will be void, the effectiveness of all the other paragraphs will be untouched. Oral agreements can not be accepted. Changes or additions have to be written down.
33. Special conditions for group bookings: Bookings of at least 10 rooms during the same time can be seen as group bookings. In case of a booking, the 10% deposit payment is due the booking date.
The deposit payment fall due depending from the booking date:
At the booking date at least 10%
Up to 3 months before arrival 50%
Up to 1 month before arrival 80%
At the arrival the rest of the charge
34. The ProMesse Hotel Hanover Laatzen charged by every guest and staff changing 15 € per night.
35. We don't except 200 € & 500 € notes for pay every invoices in cash and also we don't except notes from other countries.
36. The place of business and legal seat:
Managing director: Manfred Hein
ProHotel Group
Kernekampstr. 5
33378 Rheda-Wiedenbrück