

♥ Heidelberg

**General Terms
and Conditions**
Heidelberg
Marketing GmbH

www.heidelberg-marketing.de

General Terms and Conditions

Terms and Conditions for Guest Accommodations and Agency Services

Dear guests,
Heidelberg Marketing GmbH, referred to hereinafter as "HDM," arranges accommodations at lodging establishments and from private renters, referred to hereinafter as "Hosts", in Heidelberg and the vicinity based on current availability. To the extent validly agreed, the following Terms and Conditions shall become part of the lodging agreement concluded between the guest and the Host in the event of a booking, and provide terms that supplement the statutory rules applicable to the contractual relationship between the guest and the Host and to the contractual relationship between the Host and HDM related to placement services. Accordingly, we request that you read these Terms and Conditions carefully.

1. Status of HDM

1.1. HDM is the operator of the respective websites and/or publisher of the respective directory of accommodations, catalogues, flyers or other printed media and websites to the extent it is expressly listed as publisher / operator in such media.

1.2. To the extent that HDM arranges a combination of accommodation and ancillary services provided by the host and the own ancillary services of the host are not a material part of the overall value of the combination of services and represent neither a material feature of such combination of services by the host nor of HDM itself nor have been advertised as such, HDM is deemed merely to be an agent arranging accommodation services.

1.3. As an agent, HDM is deemed to be the provider of related travel services provided that the requirements for offering related travel services have been satisfied pursuant to the provisions of section 651w BGB.

1.4. Without prejudice to the obligations of HDM as the provider of related travel services (in particular providing the legally required information sheet and obtaining a guarantee for customer funds in the event of collection activities by HDM) and the legal consequences of the failure to comply with such statutory obligations, HDM is neither the tour operator nor a party of the contract with regard to any accommodation contract formed as the result of a booking provided that the requirements of 1.2 or 1.3 have been satisfied. Accordingly, it is not liable for information provided by the host regarding prices and services, the provision of services itself as well as for any associated defects. This is without prejudice to any liability on the part of HDM based on the agency contract and applicable provisions of law, in particular on the basis of mandatory regulations related to teleservices and electronic legal transactions.

2. Contract formation

2.1 The following applies to all booking types:

a) The bases for the Host's offer and the Guest's booking consist of the description of the accommodations and supplemental information as contained in other materials on which the booking was made (e.g., description of the city, explanation of classification, etc.) to the extent available to the guest at the time of booking.

b) HDM expressly notes that, in accordance with the statutory provisions (Section 312g Paragraph 2 Sentence 1 No. 9 of the German Civil Code [Bürgerliches Gesetzbuch – BGB]), there is no right of withdrawal in the case of contracts for lodging services that were concluded via distance selling (letters, catalogues, telephone calls, facsimile, emails, via messages sent on a cellular network [SMS] as well as via radio and telemedia). In such cases, the statutory provisions applicable to unused rental premises (Section 537 BGB) (see also section 6 of these Terms and Conditions for Guest Accommodations) apply exclusively. However, there is a right of withdrawal if the lodging agreement was concluded off-premises.

2.2 The following applies to bookings made verbally, by telephone, in writing, by email or by fax:

a) By making a booking, the guest makes a binding offer to conclude a lodging agreement with the Host.

b) The contract is formed upon receipt of the booking confirmation from the Host by the guest. There is no form requirement applicable to the booking confirmation such that confirmations made verbally or by telephone are binding for the guest. Generally, the Host or HDM sends an additional, written booking confirmation to the guest. However, bookings made by a guest verbally or by telephone shall also result in a binding contract if confirmed verbally or by telephone, even if the guest is not sent a corresponding written booking confirmation.

2.3 Section 2.2 notwithstanding, the following applies to bookings made online:

a) The process for making an online booking shall be explained to the guest at the relevant online portal. The guest has the ability to correct or delete information he / she has entered, or to reset the entire online reservation form by means of a correction

function, the use of which is explained to the guest. Contract languages for making an online booking are indicated.

b) To the extent the contract text is stored by the Host or in the online booking system, the guest shall be informed of this and informed of the ability to access the contract text at a later time.

c) By clicking the "make binding reservation" button, the guest makes a binding offer to conclude a lodging agreement with the Host. The guest shall receive immediate electronic confirmation of his / her booking.

d) The transmission of an offer to conclude a contract by clicking on the "make binding reservation" button does not confer upon the guest any right to the formation of a lodging agreement in accordance with his / her booking information. Instead, the Host is free to decide whether or not to accept the guest's offer.

e) The contract is concluded when the guest receives the booking confirmation from the Host or HDM as its agent.

2.4 If the booking confirmation is provided in the form of a message on the screen (real-time booking) immediately after the guest makes the booking by clicking on the "make binding reservation" button, the lodging agreement is concluded upon receipt and presentation of this booking confirmation on the guest's screen without the requirement of an intervening notice that the booking has been received. In such cases, the customer is provided the option to save and print the booking confirmation. However, the binding nature of the lodging agreement does not depend on the circumstance that the guest has the option to save or print the booking confirmation.

The Host or HDM generally sends an additional, written booking confirmation to the guest by email, email attachment, postal mail or fax. However, receipt of such additional booking confirmation is not a requirement for the lodging agreement to be binding.

3. Reservations

3.1 Non-binding reservations that entitle the guest to a right of withdrawal without charge are only permitted in the event of an express agreement to such effect with HDM or the Host.

3.2 If no reservation has been expressly agreed, a booking generally results in a legally binding contract concluded by and between the Host and the guest / client in accordance with section 2 (Contract formation).

3.3 If a non-binding reservation has been agreed with individual guests, the guest is required to notify HDM by the agreed date as to whether the reservation is to be considered a binding booking. If the guest fails to do so, the reservation shall be voided without any additional duty to provide notice on the part of HDM or the Host. If timely notice is given, the booking becomes binding, regardless of a booking confirmation subsequently issued by HDM or the Host.

4. Pricing and services; price increases

4.1 The prices indicated in the booking basis (host directory, host offer, internet) are final prices and include statutory sales tax and all ancillary costs unless otherwise stipulated with respect to ancillary costs. Visitors' tax or fees for consumption-based goods and services (e.g., electricity, gas, water, firewood) and for optional and additional goods and services may be incurred and listed separately.

4.2 Goods and services the Host is required to provide shall be based exclusively on the booking confirmation together with the applicable brochure and / or property description and any supplemental and express agreements made with the guest / client. The guest / client is advised to obtain any supplemental agreements in writing such as by fax, email or other informal written form.

4.3 Moreover, the Host may adjust its prices if the customer subsequently wishes to make changes to the number of rooms reserved, the Host's services or the length of the stay, and the Host consents to such changes.

4.4 The Host may charge a re-booking fee in the amount of € 15.00 for each change in the case of re-bookings (changes with regard to arrival or departure dates, length of stay, meal plan, booked additional goods and services or other supplemental goods and services) for which there is no legal right. The foregoing shall not apply in the event that such change is only minor.

5. Payment

5.1 The due date for payment is based on the terms agreed with the guest or client and noted in the booking confirmation. In the event that no special agreement has been made, the full price for the accommodations, including fees for ancillary costs and supplemental goods and services, shall be payable to the Host at the end of the stay.

5.2 Payments may not be made in foreign currency or by collection-only check. Credit card payments are only permitted if this has been agreed or the Host offers this form of payment in general as indicated on a posted notice. Payments at the end of the stay may not be made via bank transfer.

5.3 If the guest does not make an agreed down payment and / or the remaining payment or does not make it in full within the specified period despite a reminder from the Host setting a reasonable deadline, although the Host is willing and able to properly provide the contractual services, no legal or contractual right of set-off or retention of the guest exists, and if the guest is responsible for the delay in payment, the Host shall be entitled to withdraw from the contract with the guest and to demand cancellation costs from him / her in accordance with section 6 of these terms and conditions. .

6. Cancellation and no-show

The following applies in the event of cancellation and no-show unless otherwise agreed in individual cases and noted in the booking confirmation:

6.1 Cancellation at no charge is possible up to 2 days prior to arrival in the case of bookings for up to 3 rooms.

6.2 For bookings of more than 3 rooms, cancellation of the reservation, in whole or in part, is only possible without incurring a charge up to 7 business days prior to arrival.

6.3 The following provisions shall apply in the case of a no-show or in the event it is no longer possible to cancel without incurring a charge:

a) In the event of cancellation, the Host's claim to payment of the agreed price for accommodations, including the meals component and fees for additional services, shall remain unaffected.

b) The Host shall undertake to make efforts to rent the cancelled rooms to other guests within the scope of its normal business operations and without obligation make any special efforts as well as under consideration of the particular nature of the accommodations booked (e.g., non-smoking room, family room).

c) The Host is required to provide credit for other rental of the room and, where this is not possible, for expenses saved.

d) In accordance with percentage rates approved by applicable jurisprudence for calculating saved expenses, the guest and/or client shall undertake to pay the following amounts to the lodging establishment, in each case based on the full price for lodging services (including all ancillary expenses):

in the case of accommodations without meals, 90 %;

in the case of overnight stays / breakfast, 80 %;

in the case of half-board, 70 %;

in the case of full board, 60 %.

e) The guest / client remains expressly entitled to provide evidence to the Host that the expenses saved by the latter are materially higher than the deductions provided for above, or that the lodging services or other goods and services were subject to other use. In the event of such proof, the guest / client is only obligated to pay the lowest relevant amount.

6.4 Purchase of a travel cancellation insurance is highly recommended.

6.5 For administrative reasons, notice of cancellation must be addressed to HDM (not the lodging establishment) and should be provided in writing, such as by fax, email or other informal written form, in the interest of the guest.

7. Arrival and departure

7.1 Guests are required to arrive at the agreed time or by 6:00 pm at the latest if no specific time has been agreed.

7.2 The following applies to later arrivals:

a) The guest shall undertake to inform the Host not later than the agreed date of arrival if the guest will be arriving late or intends to arrive a day late in the case of accommodations booked for multiple days.

b) The Host is authorized to rent the accommodations to another guest if timely notice is not provided. The provisions of Section 6.3 shall apply mutatis mutandis for the period during which a room is vacant.

c) If the guest provides notice of late arrival, he / she shall undertake to pay the agreed charges less expenses saved by the Host in accordance with Section 6.3, including for periods of non-occupancy for which a room was reserved, unless the Host is contractually or legally required to accept responsibility for the reasons for delayed occupancy.

7.3 Guests are required to vacate the accommodations at the agreed time, but not later than 12:00 pm on the date of departure if no specific time has been agreed. The Host may demand additional compensation as appropriate in the event that the accommodations are not vacated in a timely manner. The foregoing is without prejudice to the Host's ability to claim additional damages.

8. Duties of the customer; termination by the Host

8.1 Unless otherwise agreed, the accommodation may only be occupied by the guest for whom it was booked. Occupation by another person, in particular subletting in the case of commercial customers or, in particular, the transfer of blocks of rooms, is prohibited.

8.2 The guest shall undertake to treat the room and all furnishings, as well as all furnishings and fixtures at the lodging establishment itself, only as intended and with

care and, if posted (e.g., in the case of pools and saunas), only pursuant to the rules for use.

8.3 The guest shall undertake to immediately report any defects and malfunctions to the Host and request they be remedied. Notice of defects provided solely to HDM is insufficient. The guest's right to assert claims may lapse, in whole or in part, if the guest is at fault for a failure to provide notice.

8.4 The guest may only terminate the contract in the event of substantial defects or malfunctions. Prior to termination, he / she must provide the Host a reasonable period to remedy said defect as part of the notification of the same unless it is impossible for said defect to be remedied, the Host refuses to remedy the defect, if termination of the contract without notice is justified by a legitimate interest of the guest or that this would make it objectively unreasonable to expect the guest to continue with their stay.

8.5 Bringing and housing pets at the accommodations is only permitted if expressly agreed and only if the Host provides for such an option in the description. In the case of such an agreement, the guest is required to provide truthful information about the type and size of the pet. A breach of this obligation may provide the Host with reasons to terminate the lodging agreement.

8.6 The Host may terminate the lodging agreement without observing a notice period if the guest, despite receiving a warning from the Host, continuously disrupts the Host's operations, other guests or the completion of the stay, or if the guest acts in a manner that contravenes the contract to such a degree that the immediate dissolution of the contract is justified. In the event that the Host terminates the contract, the foregoing provisions regarding the obligation to pay upon withdrawal by the guest shall apply mutatis mutandis with regard to the Host's right to payment.

9. Limitation of liability

9.1 The Host is liable without limitation, as far as the damage results from violation of an essential obligation, the performance of which was required for proper execution of the contract or the violation of which endangers achievement of the purpose of the contract or the damage results from violation of life, body or health.

Apart from this, the Host's liability shall be limited to damage caused by the Host or its servants willfully or grossly negligently.

9.2 The foregoing provision is without prejudice to the Host's innkeeper's liability for items brought by the guest in accordance with sections 701 et seq. BGB.

9.3 The Host is not liable for disruptions in connection with goods and services that were merely arranged for the guest / client during the stay where it is clear that such goods and/or services are third-party services (e.g., sporting events, theatre tickets, exhibitions, etc.). The foregoing applies mutatis mutandis to third-party goods and services arranged in combination with the reservation if and insofar as the same were expressly indicated as third-party services in the description and/or booking confirmation.

10. Special regulations in connection with pandemics (in particular the Corona virus)

10.1 The parties agree that the agreed travel services shall always be provided by the respective service providers in compliance with and in accordance with the official requirements and conditions applicable at the time of travel.

10.2 The guest agrees to comply with reasonable regulations or restrictions on use of HDM and the Hosts when using services and to notify the Host immediately in the event of typical symptoms of illness.

11. Information regarding alternative dispute resolution bodies

11.1 In respect of the German Consumer Dispute Resolution Act (Gesetz über Verbraucherstreitbeilegung), the Guest is informed that – to the extent individual Hosts do not provide express notice to the contrary – the Hosts do not currently participate in voluntary consumer dispute resolution.

11.2 HDM will provide the guest appropriate notice in the event consumer dispute resolution were to become obligatory for Hosts following the publication of these Terms and Conditions for Guest Accommodations.

11.3 Please refer to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/> for all lodging contracts concluded by electronic means.

12. Applicable law and place of jurisdiction

12.1 The contractual relationship between the guest and / or client and the Host and / or HDM is exclusively governed by German law. The foregoing shall apply in like manner to all other aspects of the legal relationship.

12.2 The guest and / or client may only file suit against the Host and / or HDM at the location of their respective registered office.

12.3 The place of residence of the guest is determinative for suits brought by the Host and / or HDM against the guest and / or client. The Parties agree that the place of jurisdiction shall be the location of the Host's registered office for suits filed against guests and / or clients that are merchants, legal entities under public law or private law or are persons whose residence or habitual place of abode is located outside of Germany or whose residence or habitual place of abode is unknown at the time a suit is filed.



12.4 The foregoing provisions shall not apply if and insofar as relevant and non-waivable provisions of European Union law or other international laws are applicable to the contract.

© **Copyright protection.**

Noll | Hütten | Dukic Rechtsanwälte, München | Stuttgart, 2020 – 2022

Tourism agency:

Heidelberg Marketing GmbH

Managing director: Mathias Schiemer

Neuenheimer Landstraße 5

69120 Heidelberg, Germany

Phone: +49 6221 5840 - 200

Telefax: +49 6221 5840 - 222

info@heidelberg-marketing.de

Commercial register number: HRB 337405

Register court: AG Mannheim

VAT ID: DE226325597