

GENERAL TERMS AND CONDITIONS FOR ACCOMMODATION AND AGENCY SERVICES FOR ACCOMMODATION

Dear Guests of the City of Nuremberg,

The Congress- und Tourismus-Zentrale Nürnberg – hereinafter referred to as "CTZ" – is the reservation agency organizing accommodation for the local service providers as advertised in the currently valid brochure. The guest enters into a direct contractual relationship with the accommodation provider. The following conditions, to the extent that they are effectively included, shall become part of the contract between the guest and the accommodation provider – hereinafter referred to as "BHB" – formed in case of a booking. Please read through these general terms and conditions carefully.

1. Conclusion of the Accommodation Contract, Position of CTZ

1.1. By booking accommodation – be it orally, in writing, by telephone, by fax, by Internet or by e-mail – the guest makes a binding proposal to the BHB represented by the CTZ to conclude an accommodation contract.

1.2. The accommodation contract with the BHB is formed when the CTZ as the representative of the BHB gives the guest confirmation of the booking; it requires no specific form.

1.3. The guest making the booking shall be liable for all obligations arising from the accommodation contract including those other persons in whose names the booking was made, provided that this person has assumed this obligation by means of an express, separate declaration.

1.4. If the BHB or the CTZ first submits a proposal to the guest at his request, the BHB makes a binding proposal to the guest to conclude an accommodation contract subject to the performance description in this proposal. In this case the contract has been brought about when the guest accepts this proposal, unless specifically noted otherwise in the proposal, which may take place orally, in writing, by telephone, by fax, by Internet or by e-mail.

1.5. For bookings by firms, travel agents, tour operators, associations, evening schools, schools, school classes or other groups the respective institutions are the instructing party, and hence contracting partner of the BHB and party liable for payment, unless expressly agreed upon with the BHB, that the person making the booking act solely as a representative of the group members.

1.6. If a prepayment has been agreed upon with the individual guests or institutions pursuant to 1.4, default in payment of the agreed prepayment does not affect a cancellation of the contract.

1.7. CTZ's sole position is that of the agent organizing the booked accommodation.

1.8. Changes in reservations or cancellation of the accommodation contract at no cost are only possible in agreement with the BHB after conclusion of the accommodation contract. They cannot be made by a unilateral statement by the guest or the instructing party of the institutions, but rather to be effective require an express return confirmation by the BHB.

2. Cancellation and Credit Card Booking

2.1. a) In the case of a **standard booking**, which is possible with or without credit card payment, the reservation will in principle be held by the hotel until 6 pm local time. In case of a non-arrival by 6 pm local time the reservation will be cancelled by the hotel at no cost. A claim to accommodation does not exist after that time. If the arrival of the guest is delayed, so that he does not arrive until after 6 pm local time, the hotel must be informed about the late arrival and the estimated time of arrival directly by the booking agent/guest. b) A **booking is guaranteed only by entering your credit card details**. In this case the booking will be held by the hotel the entire night. **For guaranteed bookings cancellation at no cost is only possible if an express**

agreement has been made with the host in this regard. If such an express agreement was not made or if the host does not receive the cancellation notice within the agreed deadline for a cancellation at no cost, the following applies:

In case of cancellation, no-show or premature departure the hotel can bill the guest for the costs of accommodation and charge his credit card subject to the calculations in 3.2.

2.2 If a guaranteed booking under **subpara. 2.1 lit. b)** is effected and should the case arise that an agreed right to cancellation at no cost is not exercised or not within the agreed deadline or the stay listed in the standard booking has commenced, in case of cancellation, no-show or premature departure the BHB's claim to payment of the agreed accommodation price for the agreed duration of the stay, including the share for meals, remains valid. The BHB must allow credit for other use of the accommodation as well as saved expenses.

2.3. The guest or instructing party must pay the following fees to the accommodation provider in accordance with the percentages recognized by legal rulings for calculating saved expenses, related respectively to the total price of the accommodation services (including all incidental expenses), but without taking into account possible public taxes, such as tourism taxes or health resort taxes:

for apartments/accommodation without meals	90%
for overnight stay/breakfast	80%
for half board	70%
for full board	60%

2.4. The guest or instructing party is expressly reserved the option to furnish proof to the BHB that his saved expenses were higher than the foregoing allowed deductions calculated or that another use of the accommodation services took place. If such proof is furnished, the guest or instructing party is only obligated to pay the correspondingly lower amount.

2.5. **It is strongly recommended that travel cancellation insurance be taken out!**

2.6. Travel cancellation statements shall be made **exclusively** as follows: on workdays (excluding Saturdays) between 8.00 am and 4.30 pm, Fridays between 8.00 am and 3 pm travel cancellation statements shall be directed exclusively to the CTZ, outside these times they shall be directed exclusively to the BHB.

3. Prices, Services, Additional Beds

3.1. The prices listed in the brochure are final prices and include all incidental expenses, if not otherwise stated.

3.2. The services owed by the BHB result exclusively from the contents of the reservation confirmation in conjunction with the valid brochure as well as from the supplementary agreements made between the guest/ instructing party. It is expressly recommended that the guest/instructing party make supplementary agreements in writing.

3.3. Some BHBs offer the possibility of booking additional beds in

double rooms, in particular for children. A legal claim to this does not exist. Such bookings are only possible by direct immediate agreement with the BHB. The BHB can make this booking dependent upon the payment of an additional amount at the regular accommodation price. The **CTZ** cannot accept bookings of double rooms subject to or under the conditions of the possibility of booking additional beds. If such a booking is made via the **CTZ** and an agreement between the guest and the BHB about additional beds has not been reached, this does not permit a withdrawal from the contract at no cost. **It is strongly recommended that clarification be made accordingly with the BHB before booking with the CTZ.**

4. Payment

4.1. The total accommodation price, including all incidental costs, is payable on the day of departure, unless otherwise agreed. The BHB or the **CTZ** as its representative can request a deposit on the accommodation price or the complete prepayment, if this has been so agreed upon with the guest/instructing party.

4.2. If the guest or instructing party are in default of the agreed prepayments, the BHB or the **CTZ** as its representative can withdraw from the contract after a reminder with a deadline and charge the expenses of these conditions to the guest/instructing party pursuant to 3.2.

4.3. If the credit card details of the guest or instructing party have been taken by **CTZ**, no charge will be made by the **CTZ**. Instead, these details will be given to the BHB. For reservations pursuant to **2.1 lit b)** in case of a withdrawal from the accommodation contract or the incomplete payment of debts due, the BHB is entitled to charge the credit card with the corresponding amounts.

5. Liability of the BHB and the CTZ

5.1. BHB's contractual liability for damage, excluding bodily injury, shall be limited to three times the accommodation price, assuming the damage to the guest was caused by the BHB neither deliberately not by gross negligence, or assuming the BHB is merely responsible for damage incurred by the guest owing to the fault of an agent of vicarious liability.

5.2. The proprietor's liability of the BHB for property brought by guests to the premises pursuant to §§ 701 ff. BGB remains unaffected by this regulation. **5.3.** The BHB shall not be liable for impairment of performance in conjunction with external services recognized by the guest/instructing party as merely brokered (e.g. sports events, theatre visits, exhibitions, etc.), especially as long as they are expressly denoted as external services in the reservation confirmation.

5.4. The **CTZ** shall be liable only for faults caused by itself or its agents of vicarious liability. The BHB assumes full liability for performance of the booked service and any defects in performance.

6. Complaints (Defects in Performance by the BHB)

6.1. The guest is obligated to notify the BHB of any complaints immediately and to ask for redress. The **CTZ** will also endeavor to find a remedy for the complaints after it has been contacted in this matter. However, it is not obligated to do so and a complaint to the **CTZ** does not release the guest from the obligation to notify the BHB immediately of the complaint.

6.2. If this notification by the guest does not take place by reason of his own negligence, claims by the guests against the BHB may be cancelled in part or wholly.

7. Limitation of Actions

7.1. Contractual claims of the guest/instructing party against the host or the **CTZ** based on injury to life, body or health including contractual claims to damages for pain and suffering, based on their negligent breach of duty or an intentional or negligent breach of duty by their legal representatives or vicarious agents are subject to a limitation period of three years. This also applies to claims to the compensation for other damages based on grossly negligent breach of duty by the host or the **CTZ** or an intentional or grossly negligent breach of duty by their legal representatives or vicarious agents.

7.2. All other contractual claims are subject to a limitation period of one year.

7.3 The limitation period according to the existing provision commences respectively at the end of the year in which the claim has arisen and when the guest/instructing party and the host or the **CTZ** as party liable obtained or without gross negligence must have obtained knowledge of circumstances on which the claim is based.

7.4. If negotiations between the guest and the host or the **CTZ** are pending on asserted claims or circumstances constituting a claim, the limitation period is suspended until the guest or the BHB or the **CTZ** refuse to continue the negotiations. The limitation period of one year specified above goes into force at the earliest 3 months after the end of the suspension of the limitation period.

8. Choice of Law and Place of Jurisdiction

8.1 The contractual relationship between the guest or the instructing party and the host or the **CTZ** shall be governed exclusively by German law. The same shall apply to other legal relationships.

8.2 If reliable complaints by the guest or the instructing party against the host or the **CTZ** abroad in terms of their liability are not governed by German law, the legal consequences, in particular in terms of the kind, extent and amount of the claims by the guest shall be governed exclusively by German law.

8.3 The guest or the instructing party may file a complaint against the host or the **CTZ** only at their head office.

8.4 The place of jurisdiction for any complaints filed by the host or the **CTZ** against the guest or instructing party shall be the guest's habitual residence. For complaints filed against guests or instructing parties, registered merchants, legal entities under public or private law, or persons whose habitual residence/head office or usual place of abode is abroad, or habitual residence/head office or usual place of abode is not known at the time the complaint is filed, the place of jurisdiction shall be the head office of the host.

8.5 The existing provisions do not apply if, and in so far applicable to the contract, provisions of the European Union not subject to contrary agreement or other international provisions are applicable.