

## GENERAL TERMS AND CONDITIONS FOR ACCOMMODATION AND AGENCY SERVICES

Dear Guests of the City of Nuremberg,

The following terms and conditions for accommodation will, to the extent effectively agreed on, become the content of the accommodation contract, which is concluded in case of a booking between you and the commercial accommodation provider, holiday home or private renter– hereinafter referred to as "Host". At the same time they regulate the contractual relationship between you and the **Congress- und Tourismus-Zentrale Nürnberg – hereinafter abbreviated as "CTZ"**. **Please read these general terms and conditions for accommodation carefully.**

### 1. Position of CTZ; Scope of these contract terms

**For contracts the following applies depending on the conclusion of the contract** (based on the new legal travel provisions effective as of July 1, 2018 this is determined according to the legal regulation on the date of the contract):

**For all contracts concluded before July 1, 2018, the following applies:**

- a) The **CTZ** is the operator of the respective website or publisher of the corresponding lists of Hosts. To the extent that the **CTZ** arranges accommodation, it has the additional function of a travel agent. The **CTZ** is however, in no case a contracting party of the accommodation contract concluded in the case of a booking. It is therefore not liable for the information given by the Host regarding prices and services, for the service provision itself as well as for the defects in performance.
- b) A possible liability of the **CTZ** from the agency services contract and from statutory provisions, in particular according to imperative provisions, in particular of teleservices and electronic business transactions remains unaffected.

**For all contracts concluded after June 30, 2018 the following applies:**

- c) The **CTZ** is the operator of the respective website or publisher of the corresponding lists of Hosts, catalogs, flyers or other print media and online presence, in so far as it is expressly designated there as the publisher/operator.
- d) In so far as the **CTZ** arranges a combination of accommodation and own ancillary services by the Host (e.g. accommodation along with meals) and the own ancillary services of the Host do not make up a considerable share of the total value of this service combination and are neither an essential feature of this service combination of the Host or the **CTZ** itself nor are advertised as such, the **CTZ** solely has the position of an agent for accommodation services.
- e) The **CTZ** as an agent has the position of a provider of linked travel services, in so far as pursuant to the legal provisions of § 651w BGB the prerequisites for a provider of linked travel services by the **CTZ** are met.
- f) Notwithstanding the obligations of the **CTZ** as a provider of linked travel services (in particular delivery of the legally prescribed form and carrying out insolvency protection in the case of debt collection activity by the **CTZ**) and the legal consequences of non-performance of these legal obligations, the **CTZ** in the case of the presence of the prerequisites according to b) or c) is neither a travel agent nor a contractual partner in a booking case brought about by an accommodation agreement. It is thus not liable for the information of the Host on prices and services, for performance of this service itself as well as for the defect in performance. A possible liability of the **CTZ** from the agency contract and for statutory provisions, in particular according to imperative regulations on teleservices and electronic business transactions remain unaffected.

**For all contracts regardless of the conclusion of the contract, the following applies:**

**1.2.** The present terms and conditions of business apply, in so far as effectively agreed, for accommodation contracts in which the basis for booking are the lists of Hosts, catalogs or accommodation providers in the Internet presence published by the **CTZ**.

**1.3.** The Hosts reserve the right to agree with the Guest on other accommodation conditions than these here or make supplementary or diverging agreements on the accommodation conditions here.

## 2. Conclusion of contract

2.1. The following applies for all types of bookings:

**a) The basis for the offer by the Host and the booking of the Guest** are the description of the accommodation and the supplementary information in the basis for the booking (e.g. classification explanations) to the extent, these are available to the Guest at the time of booking.

**b)** According to the statutory obligations it was pointed out to the Guest that pursuant to the legal provisions (§ 312g para. 2 sent. 1 subpara. 9 BGB) for accommodation contracts which were concluded by distance selling (letters, catalogues, telephone calls, telecopiers, e-mails, short message services (SMS) as well as radio and telecommunications media), **no revocation right** exists, but rather solely the legal regulations on non-utilization of rental services (§ 537 BGB) apply (see also point 6 of these terms and conditions for accommodation). A revocation right does exist, however, if the accommodation contract was concluded outside the business premises, unless the verbal negotiations, which the conclusion of the contract is based on, were conducted by a preceding order from you as a consumer; in the last-mentioned case a revocation, right does not exist either.

2.2. The following applies for the booking be it made **verbally, by telephone, in writing, by e-mail or by telefax**:

**a)** By booking accommodation the Guest offers the Host the conclusion of the contract with **binding force**.

**b)** For bookings by firms, travel agents, tour operators, associations, evening schools, schools, school classes or other groups the respective institution is the client, and hence contracting party and the party liable for payment, unless expressly agreed with the Host, that the person making the booking acts solely as a representative of the group members.

**c)** The contract is concluded with the receipt of the declaration of acceptance of the Host (booking confirmation) by the Guest. It requires no specific form, so that **verbal and telephone confirmations are also legally binding for the Guest and the Host**. As a rule for verbal or telephone booking confirmations the Host will send the Guest an additional copy of the booking confirmation in text form. However, verbal or telephone bookings by the Guest lead by corresponding binding verbal or telephone confirmation by the Host to a **binding conclusion of a contract, even if the corresponding additional copy of the booking confirmation in text form is not received by the Guest**.

**d)** If the Host presents a special offer to the Guest upon his request, this represents, deviating from the above regulations, a **binding contractual offer by the Host to the Guest, unless it is nonbinding information on available accommodation and prices**. In these cases the contract is concluded without requiring a corresponding acknowledgement of receipt by the Host, if the Guest accepts this offer, if necessary, within the time limit named in the offer without qualifications, changes or extensions through an express declaration, deposit, payment of the balance or utilization of the accommodation.

2.3. The following applies for bookings made in the Internet for the conclusion of the contract:

**a)** By clicking on the button **“pay for booking”** the Guest offers the Host the binding conclusion of the accommodation contract.

**b)** The transmission of the offer to enter into a contract by clicking on the button "pay for booking" **constitutes no claim by the Guest to the conclusion of an accommodation contract according to its booking information**.

**c)** The accommodation contract is concluded with the receipt and description of the booking confirmation on the screen of the Guest (booking in real time). The Guest is offered the possibility **of storing and printing the booking confirmation**. The obligation of the accommodation contract is, however, not dependent on the Guest having these possibilities of storing or printing. As a rule, the Guest additionally receives a copy of the booking confirmation transmitted by e-mail, e-mail attachment, postal mail or fax. The receipt of such an additionally transmitted booking confirmation is, however, not a requirement for the legal force of the accommodation contract.

### **3. Prices and services**

**3.1.** The prices stated in the basis for the booking (list of Hosts, offer of the Host, Internet) are final prices and include the statutory value-added tax and all incidental expenses, unless otherwise stated in regard to incidental expenses. Health resort charge / spa tax as well as charges for consumed services (e.g. electricity, gas, water, firewood) and for optional and additional services, which are not booked or used until on site, can be accrued and reported separately.

**3.2.** The services owed by the Host are exclusively based on the content of the booking confirmation, the information on the accommodation and the services of the Host in the basis for the booking as well as on additional agreements expressly reached with you.

### **4. Payment**

**4.1.** The due date of the deposit and payment of the balance depends on the agreement made between the Guest and the Host and on the agreement noted in the booking confirmation. If a special agreement was not made, the entire accommodation price including the charges for incidental expenses and additional services are due for payment at the end of the stay and shall be paid to the Host.

**4.2.** After conclusion of the contract the Host can require a deposit of up to 20% of the total price of the accommodation services and booked additional services, unless in individual cases the deposit amount is otherwise agreed.

**4.3.** Payments in foreign currencies are not possible. Credit card payments are only possible if this is agreed or offered generally by the Host by notice. Payments at the end of the stay are not possible by transfer.

**4.4.** If the Guest does not make an agreed deposit in spite of a reminder by the host with a reasonable deadline or not completely within the specified time period, the Host shall be entitled, to the extent he is willing and able to provide the contractual services and to the extent as there is no statutory or contractual right of retention of the Guest, to withdraw from the contract with the Guest and to demand cancellation fees from him pursuant to point 6.

### **5. Arrival and departure**

**5.1.** The arrival of the Guest shall take place at the agreed on time, without special agreement, by 18:00 at the latest.

**5.2.** For later arrivals the following applies:

**a)** The Guest is obligated to notify the Host at the latest by 18:00 or the agreed time of arrival, if he arrives late or does not wish to move into the booked accommodation until a subsequent day for a stay of several days.

**b)** If a timely notification is not given, the Host is entitled to find an alternative occupancy for the accommodation. For the time of non-occupancy, the provisions on cancellation or no-show of the Guest apply correspondingly in these terms and conditions for accommodation.

**c)** For occupancy times in which the Guest owing to a later arrival does not make use of the accommodation, the provisions on cancellation or no-show apply correspondingly to the Guest in these terms and conditions for accommodation. The Guest does not have to pay the Host for such occupancy times, unless the Host is contractually or legally responsible for the reasons for the later arrival or non-occupancy.

**d)** The accommodation of the Guest has to be vacated at the agreed on time, without special agreement at the latest by 12 noon on the day of departure. In the case of late vacation of the accommodation, the Host can request a corresponding additional remuneration. The host shall reserve the right to assert further damage. A claim to uses of the accommodation facilities of the Host after 12 noon of the day of departure exists only in the case of a related general reference by the Host or an agreement made with him in individual cases.

## 6. Cancellation and no-show

**6.1.** For cancellation and no-show the following applies, regardless of the type of booking selected by the Host:

**a)** For the **standard booking** the booking will principally be maintained by the hotel until 6 pm local time. For a no-show the booking will be **cancelled** by the hotel **at no charge** to the Guest. A claim to accommodation no longer exists after that time. If the journey of the Guest is delayed such that his arrival can take place only after 6 pm local time, the hotel must be informed directly by the booking agent/Guest about the late arrival and the probably time of arrival.

**b)** A **guaranteed booking** is possible only with the entry of credit card details. In this case, the booking will be maintained by the hotel until 8 am of the following day and the accommodation reserved. For guaranteed bookings, a cancellation at no charge is only possible, if an express agreement regarding this was made with the host.

**6.2.** To the extent a guaranteed booking pursuant to point 2.1. subpara. b) takes place and, if necessary, for a cancellation at no charge an agreed upon right to withdraw is not or not exercised in due time or the stay for the standard booking has commenced, in the case of the cancellation, the no-show or the premature departure the claim of the Host to payment of the agreed accommodation price for the agreed duration of the stay including the share for meals remains in place.

With the claim for payment due to the Host he can in the case of an authorization to that effect charge it to the credit card of the Guest. The Host must offset the income from an alternative use for accommodation and saved expenses.

**6.3.** The Host must try to make alternative use of the accommodation within the framework of his usual business operation, without any obligation to make special efforts and taking into account the special character of the booked accommodation (e.g. non-smoking rooms, family rooms).

**6.4.** According to the percentages recognized by law for the assessment of saved expenses, the Guest or the client is obligated to pay the accommodation facility the following amounts, each based on the total price of the accommodation services (including all incidental costs):

**For holiday homes / accommodation**

<b>without board</b>	<b>90%</b>
<b>For overnight stays/breakfast</b>	<b>80%</b>
<b>For half-board</b>	<b>70%</b>
<b>For full board</b>	<b>60%</b>

**6.5.** The Guest expressly reserves the right to prove to the Host that the Host's saved expenses are considerably higher than the deductions accounted for above, or that an alternative use of the accommodation services took place or the Host had received income from alternative use. In the case of such proof, the Guest or the client is only obligated to pay the correspondingly lower amount.

**6.6. It is strongly recommended that the Guest conclude a travel cancellation insurance.**

**6.7.** Notices of cancellation should be sent on working days (Monday to Friday, not Saturdays) exclusively directly to the **CTZ**, outside this time exclusively directly to the Host.

## 7. Obligations of the Guest; Termination by the Guest

**7.1.** The Guest is obligated to immediately notify the Host of defects and faults and to request remedial measures. If this notice of defects by the Guest is culpably omitted, claims made by the Guest to the Host may be entirely or partially dropped.

**7.2.** The Guest can terminate the contract only if there are considerable defects or faults. The Guest must first set the Host a reasonable time limit to remedy this within the framework of the notice of defects, unless the remedy is impossible, is refused by the Host or the immediate termination is objectively justified by a special interest of the Guest recognizable to the Host or for such reasons the continuation of the stay is objectively unacceptable to the Guest.

## 8. Limitation on liability

**8.1.** The liability of the Host from the accommodation contract pursuant to § 536a BGB for damages which do not result from the injury to life, body or health, is excluded, unless it is based on an intentional or gross breach of duty by the Host or one of the legal representatives or vicarious agents of the Host.

**8.2.** The Host is not liable for defaults in conjunction with services rendered during the stay for the Guest recognized as external services (e.g. excursions, entrance tickets, tickets for transport services, sports events, theatre visits, etc.). The same applies to external services which are already arranged together with the booking of the accommodation to the extent these are expressly marked as external services in the invitation to tender or the booking confirmation.

## 9. Alternative dispute resolution; Choice of law and jurisdiction

**9.1.** The Host points out in regard to the law on consumer dispute resolution that at the time of printing these terms and conditions for accommodation, essential provisions of this law had not legally come into force. The Host is not currently participating in a voluntary consumer dispute resolution. Provided the participation in the setting up or consumer dispute resolution after printing these terms and conditions for accommodation would become mandatory for the Host, the Guest would be notified of this in suitable form. For all accommodation contracts, which were concluded in electronic legal relations, reference is made to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/>.

**9.2.** German law applies exclusively to the contractual relationship between the Host and the Guest. The same applies to the other legal relationship.

**9.3.** The Guest can file a complaint against the Host only at his registered office.

**9.4.** For actions of the Host against the Guest the latter's residence is authoritative. For actions against Guests who are businessmen, legal persons under public or private law or persons who have their residence / principal place of business or habitual abode abroad or their residence / principal place of business or habitual abode at the time of filing the complaint is unknown, the jurisdiction is agreed to be the headquarters of the Host.

**9.5.** The provisions of points 9.2 to 9.4 shall not apply if and to the extent that applicable, non-negotiable provisions of the European Union or other international provisions are applicable to the contract.

**About our privacy policy:** We process your personal data only within the scope of legal regulations. You can find more details about our privacy policy and your rights at <https://tourismus.nuernberg.de/en/service/data-protection>

-----  
© Protected by copyright; Noll & Hütten Attorneys;  
Stuttgart | München; 2004-2018  
-----