

General Terms and Conditions

for the hotel accommodation contract with the Kongresshotel Potsdam

§ 1 Scope of application

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation, as well as all other services and deliveries provided by the hotel for the customer. The term "hotel accommodation contract" includes and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract, hotel room contract.
2. The subletting or re-letting of the rooms provided and their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby § 540 para. 1 sentence 2 BGB is waived (no special right of termination of the customer in the event of refusal of consent), insofar as the customer is not a consumer.
3. Conflicting or deviating terms and conditions of the customer shall not be recognized by the hotel unless their validity has been expressly agreed in text form. This shall also apply if the hotel performs the delivery or service to the customer without reservation in the knowledge of conflicting terms and conditions of the customer.
4. In addition, the additional conditions agreed upon conclusion of the contract shall apply.
2. The contractual partners are the Kongresshotel Potsdam (OSV Hotel und Kongress GmbH & Co. Betriebs KG, Am Luftschiffhafen 1, 14471 Potsdam), hereinafter referred to as the „Hotel“, and the customer. If a third party has ordered on behalf of the customer, it shall be liable to the hotel together with the customer as joint and several debtor for all obligations arising from the hotel accommodation contract.
3. All claims against the hotel, which are subject to the regular limitation period depending on knowledge, are generally subject to a limitation period of one year from the beginning (§ 199 Abs. 1 BGB); claims for damages are subject to a limitation period of five years regardless of knowledge. The shortening of the limitation period shall not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

§ 3 Services, prices, payment, offsetting

§ 2 Conclusion of contract, contract partner; statute of limitations

1. The contract is concluded when the hotel accepts the customer's application. In the case of bookings via the hotel's own homepage, the contract is concluded by clicking on the button "Yes, book with obligation to pay". The hotel is free to confirm the room booking in writing or in text form. Electronic declarations shall be deemed to have been received if the party for whom they are intended can retrieve them under normal circumstances and if they are received during the hotel's announced business hours
1. The hotel is obliged to keep the rooms booked by the customer available until 6 p.m. and to provide the agreed services.
2. The customer is obliged to pay the applicable or agreed prices of the hotel for the room rental and the other services used by him. This also applies to services and expenses of the hotel to third parties arranged by the customer
3. The agreed prices include the taxes and local charges applicable at the time the contract is concluded. They do not include local levies that are owed by the customer under the respective municipal law. In the event of changes to the statutory value added tax or the introduction, amendment or abolition of local levies on the object of performance after conclusion of the contract, the prices shall be adjusted accordingly. If the period between conclusion and fulfillment of the contract exceeds four months and if the price generally charged by the hotel for such services increases, the hotel may raise the contractually agreed price appropriately, but by no more than ten percent.



4. The hotel may make its consent to a subsequent reduction in the number of rooms booked, the hotel's services or the length of the customer's stay requested by the customer dependent on the price for the rooms and/or for the hotel's other services being increased.
5. Hotel invoices without a due date are due and payable in full within eight days of receipt of the invoice. The hotel shall be entitled to declare accruing claims due at any time and to demand immediate payment. In the event of default in payment, the hotel is entitled to charge the applicable statutory default interest of currently 8% or, in the case of legal transactions involving a consumer, 5% above the base interest rate. The customer reserves the right to prove lower damages, the hotel reserves the right to prove higher damages. The hotel may charge the customer a reminder fee of €10 for each reminder sent after default has occurred. All other costs incurred in the course of debt collection shall be borne by the customer. In the case of overdue invoices, the hotel reserves the right to debit the overdue amount from the guarantee credit card.
6. The hotel is entitled to demand a reasonable advance payment or security deposit in the form of a credit card guarantee, a deposit or similar from the customer upon conclusion of the contract or at a later date. The amount of the advance payment and the payment dates may be agreed in the contract in writing or in text form. In the case of advance payments or security deposits for package tours, the statutory provisions remain unaffected.
7. Furthermore, the hotel is entitled to demand a reasonable advance payment or security deposit from the customer at the beginning and during the stay within the meaning of the above clause 6 for existing and future claims arising from the contract, insofar as such a payment has not already been made in accordance with the above clauses 6 and/or 7.
8. The customer may only offset or reduce a claim by the hotel or exercise a right of retention with an undisputed or legally binding claim.
9. The customer agrees that the invoice may be sent to him electronically.

§ 4 Withdrawal of the customer (cancellation, cancellation) / Non-utilization of the hotel's services (no show)

1. The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract, another statutory right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as any consent to a contract termination must be in writing

2. If the hotel and the customer have agreed in writing or in text form on a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal shall expire if he does not exercise his right of withdrawal in text form vis-à-vis the hotel by the agreed date, unless there is a case of delay in performance on the part of the hotel or an impossibility of performance for which it is responsible.
3. If a right of withdrawal has not been agreed or has already expired, there is also no statutory right of withdrawal or termination and if the hotel does not agree to a termination of the contract, the hotel shall retain the claim to the agreed remuneration despite non-utilization of the service. The hotel must offset the income from renting the rooms to other parties as well as the expenses saved. If the rooms are not rented to other parties, the hotel may make a lump-sum deduction for saved expenses. In this case, the customer is obliged to pay at least 90 % of the contractually agreed price for overnight accommodation with or without breakfast and for package arrangements with third-party services, 70 % for half-board and 60 % for full-board arrangements. The customer is at liberty to prove that the aforementioned claim did not arise or did not arise in the amount demanded.

§ 5 Withdrawal of the hotel

1. If it has been agreed in writing or in text form that the customer can withdraw from the contract free of charge within a certain period, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers for the contractually reserved rooms and the customer does not waive his right of withdrawal upon inquiry by the hotel. This applies accordingly if an option is granted, if other inquiries are received and the customer is not prepared to make a firm booking within a period set by the hotel upon enquiry by the hotel. In this case, a firm booking means that a hotel accommodation contract is concluded from this date and the originally agreed, free withdrawal period is suspended.
2. If an agreed advance payment or security deposit or one demanded in accordance with § 3, clauses 6 and/or 7 is not made even after a reasonable grace period set by the hotel has expired, the hotel shall also be entitled to withdraw from the contract.



3. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example if

- force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
- rooms or rooms are booked with misleading or false information or concealment of material facts (identity of the customer, purpose of the rental or stay, ability to pay, etc.);
- the hotel has justified cause to believe that the use of the hotel's services may jeopardize the smooth operation of the hotel, its security or public reputation, without this being attributable to the hotel's sphere of control or organization;
- the purpose or reason for the stay is unlawful;
- there is an unauthorized subletting or re-letting within the meaning of § 1 No. 2;
- the hotel becomes aware of circumstances that the customer's financial circumstances have deteriorated significantly after conclusion of the contract, in particular if the customer does not settle due claims of the hotel or does not provide sufficient security and therefore payment claims of the hotel appear to be at risk;
- the customer has filed an application for the opening of insolvency proceedings against his assets, has made an affidavit in accordance with Section 807 of the German Code of Civil Procedure, has initiated out-of-court debt settlement proceedings or has suspended payments;
- insolvency proceedings are opened against the customer's assets or the opening of such proceedings is refused for lack of assets or for other reasons.

4. The hotel must inform the customer of the exercise of the right of withdrawal without delay.

5. In the event of justified withdrawal by the hotel, the customer shall not be entitled to compensation. The hotel may make a lump-sum compensation claim. § Section 4 (2) and (3) shall apply accordingly. In such cases, the customer shall be entitled to prove that no or only minor damage has been incurred.

§ 6 Room provision, handover and return

1. The customer is not entitled to the provision of specific rooms. If these are promised in the order confirmation and/or in the hotel accommodation contract but are not available, the hotel is obliged to endeavor to find an equivalent replacement in the hotel or in other, comparable properties.

2. Booked rooms are available to the customer from 3 p.m. on the agreed day of arrival. The customer is not entitled to earlier availability. Unless a later arrival time has been expressly agreed or the room in question has been prepaid, the hotel has the right to reallocate booked rooms after 6 p.m. without the customer being able to derive a claim against the hotel from this.

3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11.00 a.m. at the latest. Thereafter, the hotel may charge 50% of the full accommodation price (list price) for the delayed vacating of the room for its use in excess of the contract until 6.00 p.m. 50% of the full accommodation price (list price), from 6.00 p.m. 90%. This shall not give rise to any contractual claims on the part of the customer. The customer is at liberty to prove that the hotel has no or a significantly lower claim to a usage fee.

4. The maximum number of people per room is limited to one person in a single room, two people in a double room and four people in a studio. Children up to 6 years stay in their parents' bed free of charge. In this case, additional services included in the room rate do not apply to children traveling with you.

5. The transportation of animals (e.g. dogs) requires prior notification by the owner and the express consent of the hotel and is subject to a charge. Any damage caused by the animal must be borne by its owner. Pets are expressly not permitted in restaurants or in the Wellbeing Area. Assistance dogs or guide dogs are exempt from this and are not subject to a charge, provided that prior notification is given with appropriate proof.

§ 7 Smoking ban / fire alarm system / charging bicycle batteries

1. Smoking is prohibited throughout the hotel. If guests nevertheless smoke in the room, the customer must pay compensation in the amount of EUR 200 per room. If the room cannot be rented out in the following days due to a strong smell of smoke, the hotel reserves the right to charge the customer the full amount of the loss of revenue, even after the customer's departure. The customer is at liberty to prove that the claim did not arise or did not arise in the amount claimed.

2. Networked smoke detectors are installed in the hotel (fire alarm system). Negligent or willful false alarms will result in criminal prosecution and claims for damages under civil law. In the event of a fire alarm due to the fault of the guest, all costs incurred in direct connection with this, such as the deployment of the fire department, shall be borne solely by the guest. In the event that the guest dismantles, damages or intentionally renders inoperable the smoke detectors installed for fire protection purposes, the hotel reserves the right to charge the customer for the costs incurred by the hotel for the repair.



3. For fire safety reasons, bicycle batteries may only be charged in the designated charging stations in the lockable bicycle garages.

§ 8 Liability of the hotel

1. The hotel shall be liable with the diligence of a prudent businessman in the event of intent, fraudulent intent, gross negligence, the absence of a guaranteed quality, as well as for damages for which it is responsible arising from injury to life, limb or health, in accordance with the statutory provisions. In the event of slight negligence, the hotel shall only be liable if the hotel breaches an essential contractual obligation (cardinal obligation or essential secondary obligation) or in the event of impossibility or delay. Material contractual obligations are those obligations which make the proper execution of the contract possible in the first place and on the fulfillment of which the customer relies and may rely. In the event of a slightly negligent breach of a cardinal obligation or essential secondary obligation or in the event of impossibility or delay caused by slight negligence, liability shall be limited to typical and foreseeable damage. Liability for indirect damage or consequential damage is excluded in the case of slightly negligent behavior. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages are excluded. Should disruptions or defects occur in the hotel's services, the hotel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and minimize any possible damage. In addition, the customer is obliged to inform the hotel in good time of the possibility of exceptionally high damages.
2. The hotel shall be liable to the customer in accordance with the statutory provisions for items brought into the hotel up to one hundred times the room rate, up to a maximum of EUR 3,500, and for money and valuables up to EUR 800. Money and valuables may be stored in the hotel safe up to a maximum value corresponding to the hotel's sum insured. The hotel recommends making use of this option. If the customer wishes to store money, securities and valuables with a value of more than EUR 800 or other items with a value of more than EUR 3,500, this requires a separate storage agreement with the hotel. Liability claims expire if the customer does not notify the hotel immediately after becoming aware of the loss, destruction or damage (§ 703 BGB). Liability shall only apply if the rooms or containers in which the items were left were locked.
3. Insofar as a parking space is made available to the customer in the hotel garage or in a hotel car park, also for a fee, no storage contract shall be entered into. In the event of loss or damage to parked or parked motor vehicles and their contents on the hotel property, the hotel shall not be liable, except in the case of intent or gross negligence. The above paragraph 1 shall apply accordingly..

4. Wake-up calls are carried out by the hotel with the utmost care. No liability is accepted for this.
5. Messages, mail and consignments of goods for guests are handled with care. The Hotel shall be responsible for the delivery, storage and - on request - the postage thereof. After a storage period of at least three months, the Hotel shall be entitled to hand over the items to the local lost property office for a reasonable fee. If there is no discernible value, the Hotel reserves the right to destroy them after the expiry of the period. Claims for damages which are not based on intent or gross negligence are excluded. The above paragraph 1 shall apply accordingly.

§ 9 Confidentiality and privacy

1. The hotel undertakes to treat the information and documents that come to its knowledge during the execution of the respective contract, in particular the trade and business secrets of the customers, as strictly confidential and to oblige its employees accordingly. The subject matter and content of the corresponding contract shall also be treated confidentially. Confidential information may not be disclosed to third parties and shall be used expressly only for the defined purposes. This obligation of confidentiality shall apply beyond the termination of the respective contractual relationship.
2. Data received or made aware of will only be processed and used by the hotel within the framework of the applicable data protection regulations. The hotel undertakes to observe and comply in particular with the provisions of the General Data Protection Regulation (GDPR).
3. Furthermore, the hotel undertakes not to process or use the data provided for its own purposes, nor to pass it on to third parties. Unless the processing or use is permitted in accordance with the provisions of the GDPR, or the customer gives his or her consent.
4. Statutory information obligations remain unaffected.

§ 10 Closing statements

1. Amendments or additions to the contract, acceptance of the application or these terms and conditions shall be made in writing and expressly reference to the contract or the terms and conditions; this shall also apply to amendments to this written form. Unilateral amendments or additions by the customer shall be void.
2. Place of performance and payment is Potsdam.



3. The exclusive place of jurisdiction - also for cheque and bill of exchange disputes - is Potsdam. If a contracting party meets the requirements of the Section 38 (2) of the ZPO and does not have a general place of jurisdiction in Germany, shall be deemed to be the place of jurisdiction in Potsdam. However, the hotel may also sue the customer at the customer's place of residence. The same shall apply to customers who are not covered by sentence 1 if the customer is not domiciled or domiciled in an EU member state.
4. The law of the Federal Republic of Germany applies. The application of the UN Sales and Conflict of Laws is excluded.
5. If individual provisions of these General Terms and Conditions are or become invalid or void, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid or void provision with an effective provision corresponding to the economic purpose of the invalid or void provision. Otherwise, the statutory provisions shall apply.
6. Special terms and conditions apply to events.
7. In accordance with the legal obligation, the Hotel would like to point out that the European Union has established an online platform for the out-of-court settlement of consumer disputes ("OS Platform").

<http://ec.europa.eu/consumers/odr/>

However, the hotel does not participate in dispute resolution procedures of consumer arbitration bodies.

