



St. Joseph Hotels GmbH, Große Freiheit 22, 22767 Hamburg, Germany

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GENERAL TERMS AND CONDITIONS FOR THE CONTRACT OF ACCOMMODATION

I. Scope

1. These terms and conditions apply to contracts for the rental and provision of hotel rooms for accommodation, as well as all other services and deliveries of the hotel provided to the customer. Each contract can contain deviations from the general terms and conditions, the deviations must be recorded in writing and only apply to the individual contract.
2. The subletting and re-letting of the rooms provided and their use for purposes other than accommodation require prior written consent of the hotel, whereby § 540 para. 1 sentence 2 BGB is a condition, as far as the customer is not a consumer.
3. Terms and conditions of the customer only apply if this has previously been expressly agreed in writing.

II. Conclusion of the contract, partners; limitation

1. The contract is concluded by the acceptance of the customer's application by the hotel. The hotel is free to confirm the room booking in writing.
2. Contractual partners are the hotel and the customer. If a third party has ordered for the customer, he is liable to the hotel together with the customer as the joint debtor for all obligations under the hotel accommodation contract, provided the hotel has a corresponding declaration from the third party.
3. All claims against the hotel expire in principle one year from the beginning of the knowledge-dependent regular limitation period of § 199 paragraph 1 BGB. Compensation claims become statute-barred in five years. The limitation periods do not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

III. Services, prices, payment, offsetting

1. The hotel is obliged to keep the rooms reserved by the customer ready and to provide the agreed services.
2. The customer is obliged to pay the applicable or agreed hotel prices for the room rental and the other services used by him. This also applies to services provided by the customer and expenses of the hotel to third parties.
3. The agreed prices include the respective statutory value added tax. If the period between conclusion of the contract and performance of the contract exceeds four months and if the



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price generally charged by the hotel for such services increases, the latter may raise the contractually agreed price appropriately, but not by more than 5%.

4. Prices may also be changed by the hotel if the customer subsequently requests changes to the number of booked rooms, the hotel's service or the length of stay of the guests and the hotel agrees.

5. Invoices of the hotel without a due date are payable within 10 days from receipt of the invoice without deduction. The hotel is entitled to make any accumulated claims due at any time and demand immediate payment. In the event of late payment, the hotel is entitled to demand the applicable statutory default interest of currently 8% or, in the case of legal transactions in which a consumer is involved, in the amount of 5% above the base interest rate. If a contracting party fulfills the requirements of § 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction is the registered office of the hotel. German law applies. The application of the UN sales law and conflict of laws is excluded. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become ineffective or void, the validity of the remaining provisions shall remain unaffected thereby. The hotel reserves the right to prove higher damages. In addition, the statutory provisions apply.

6. The hotel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, taking into account the legal provisions for package travel. The amount of the advance payment and the payment dates can be agreed in writing in the contract.

7. The customer can only set off or reduce the claim against a claim of the hotel with an undisputed or legally enforceable claim.

IV. Rescission of the customer (i. E. Cancellation, cancellation) / non-use of the services of the hotel

1. A withdrawal of the customer from the contract concluded with the hotel requires the written consent of the hotel. If this is not the case, then the agreed price from the contract is payable even if the customer does not make use of contractual services. This does not apply to breach of the obligation of the hotel to take into account the rights, legal interests and interests of the customer, if the latter can no longer be expected to hold on to the contract or is entitled to any other legal or contractual right of withdrawal.

2. Insofar as an appointment for a free cancellation of the contract has been agreed in writing between the hotel and the customer, the customer can withdraw from the contract until then, without triggering payment or damage claims of the hotel. The customer's right of withdrawal shall expire if he does not exercise his right of withdrawal in writing vis-à-vis the hotel by the agreed date, unless a case of the customer's resignation pursuant to Number 1 Sentence 3 exists.



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3. In the case of rooms not used by the customer, the hotel shall charge the income from other rental of the rooms as well as the saved expenses.

4. The hotel is free to demand the contractually agreed remuneration and to make the deduction for saved expenses flat-rate. In this case, the customer is obliged to pay at least 80% of the contractually agreed price for bed and breakfast. The customer is free to prove that the above claim has not arisen or not in the required amount.

Free cancellation is possible after booking up to 6 weeks before arrival. Thereafter the following cancellation conditions apply:

42	-	28	days	before	arrival:	20%	of	the	total	amount
27	-	21	days	before	arrival:	40%	of	the	total	amount
20	-	14	days	before	arrival:	60%	of	the	total	amount
14 - 00 days before arrival: 80% of the total amount										

For group travel contracts (groups of 8 or more people), cancellations up to 60 days are free of charge from the date of arrival, after which 80% of the contractually agreed price for bed and breakfast has to be paid.

The standard reservation is always upheld by the hotel until 6 pm local time. If you do not arrive before 6:00 pm local time, your reservation will be canceled by the hotel free of charge. A claim to accommodation no longer exists thereafter. If you can only arrive after 6 pm local time, the guest / guest must inform the hotel directly about the estimated time of arrival and have the receipt of the information confirmed by the hotel. In this case, the hotel may make the maintenance of the reservation subject to the provision of a credit card number as the travel guarantee. The guaranteed reservation is maintained by the hotel throughout the night. In the event of late cancellation or no-show, the hotel may charge for accommodation.

V. Resignation of the hotel

1. If a free right of withdrawal of the customer within a certain period was agreed in writing, the hotel is in this period in turn entitled to withdraw from the contract, if inquiries from other customers for contractually booked rooms available and the customer on request of the hotel on Right to resign is not waived.

2. If an agreed advance payment or an advance payment demanded in accordance with clause III no. 6 above is not made even after expiry of a reasonable grace period set by the hotel, the hotel is also entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to withdraw from the contract for a materially justified reason, for example if force majeure or other circumstances for which the hotel is not responsible make performance of the contract impossible; Rooms misleading or misrepresenting material facts, e.g. be booked in the person of the customer or the purpose;



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the hotel has justified cause to believe that the use of the hotel services can jeopardize the smooth operation of the business, the security or the reputation of the hotel in the public domain, without this being attributable to the domain or organization of the hotel. There is a violation of clause I no. 2 above.

4. In case of justified cancellation of the hotel no claim of the customer for compensation for damages arises.

VI. Room preparation, handover and return

1. The customer does not acquire the right to provide certain rooms.
2. Booked rooms are available to the customer from 3 pm on the agreed arrival day. The customer has no right to earlier availability.
3. On the agreed departure day, the rooms must be vacated at the latest by 12 noon. Thereafter, the hotel may charge 50% of the full accommodation price (list price) until 6:00 pm due to the delayed eviction of the room for its contractually agreed use, and from 18:00 o'clock 100%. Contractual claims of the customer are not justified by this. He is free to prove that the hotel has no or a much lower entitlement to user fees incurred.

VII. Liability of the hotel

1. The hotel is liable with the care of a proper businessman for his obligations under the contract. Claims of the customer for damages are excluded. This does not apply to damage resulting from injury to life, limb or health if the hotel is responsible for the breach of duty, other damages based on intentional or grossly negligent breach of duty by the hotel and damages due to willful or negligent breach of duty contractual obligations of the hotel. A breach of duty of the hotel is equal to that of a legal representative or vicarious agent. In the event of any disruption or defect in the services provided by the hotel, the hotel will make every effort to remedy the situation, if the customer knows or is promptly notified. The customer is obliged to contribute to what he can reasonably do to remedy the incident and minimize possible damage.
2. For things brought in the hotel is liable to the customer according to the legal provisions, that is up to a hundred times the room price, a maximum of € 3,500.00, and for money, securities and valuables up to € 800.00. Money. The hotel recommends that you use this option. The liability claims expire if the customer does not notify the hotel immediately after gaining knowledge of loss, destruction or damage (§ 703 BGB). For further liability of the hotel, the above number 1 sentences 2 to 4 apply accordingly.
3. Insofar as the customer is provided with a parking space in the hotel garage or on a hotel car park, also for a fee, no custody agreement is concluded. In case of loss or damage on the hotel grounds parked or ranked motor vehicles and their contents, the hotel is not liable,



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except in case of intent or gross negligence. The above number 1, sentences 2 to 4 apply accordingly.

4. Wake-up calls are carried out by the hotel with the utmost care. Messages, mail and merchandise for guests are treated with care. The hotel takes over the delivery, storage and - on request - for a fee, the forwarding of the same. The above number 1 sentences 2 to 4 apply accordingly.

VIII. Final Provisions

1. Amendments or additions to the contract, the acceptance of the application or these terms and conditions for hotel accommodation should be made in writing. Unilateral changes or additions by the customer are invalid.

2. Place of fulfillment and payment is the domicile of the hotel.

3. The exclusive place of jurisdiction - also for checks and bills of exchange - is the commercial domicile of the hotel. If a contracting party fulfills the requirements of § 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction is the registered office of the hotel.

4. German law applies. The application of the UN sales law and conflict of laws is excluded.

5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In addition, the statutory provisions apply.

Situation in April 2006

German text translated with program translate.google.de

Errors and mistakes through translation are excluded from liability.