General terms and conditions

Hotel Boulevard Cologne

General regulations

1. The general terms and conditions apply to all contracts made with the Hotel Boulevard. Other general terms and conditions to those of the hotel are not contractual content, even if the Hotel Boulevard does not expressly object
   to them.
2. For accommodation contracts, alongside sect. 70 l ff. BGB [German Civil Code], the general law of obligations and the regulations of the general rental law of the BGB [German Civil Code] should be applied. The contract cannot be cancelled by one party.
3. Services and tariffs are freely determined with the management of the Hotel Boulevard, and can be modified after conclusion of the contract, if the period between contract conclusion and provision of the service is more than four months.
4. Reservations are binding for both business partners. Withdrawal can only occur with the consent of the Hotel Boulevard and taking into consideration the regulation contained in fig. 1.8 of these general terms and conditions.
   Changes to the proportional VAT rate are borne by the client, regardless of the time of contract conclusion. The Hotel Boulevard can make any order acceptance, reservation or such services, that are only to be carried out after a period of time has passed following contract conclusion, conditional on the partial settlement of the amount owed with regard to service provision. Reserved rooms will be available to the contract partner from noon on the day of arrival. Unless a later arrival time has been expressly agreed, the Hotel Boulevard reserves the right to reassign reserved rooms after 6 pm. On the day of departure, the rooms must be evacuated by noon, unless expressly otherwise agreed. Reserved function rooms are only available to the contract partner at the time agreed in writing. Use of the function rooms beyond the agreed time period, requires the prior consent of the events department.
5. A non binding option expressly described as such, must be bindingly exercised by the latest 30 days before the day of arrival, or given back. Exercised options will be treated as fixed reservations. The Hotel Boulevard is authorised to assign the option kept free elsewhere, if it is not exercised in time.
6. If the customer is not also the host, or if they are ordering on behalf of someone else, then both of them are liable as co-debtors.
7. In principle, bills are payable immediately after receipt and without any early payment discount. If the invoiced amount of several individual invoices exceeds €300, a total invoice can be issued on request by the contract partner. The issue of a total invoice does not release you from the obligation of on time payment of individual invoices. In the case of default of payment, the Hotel Boulevard is authorised to charge default interest of 5% above the discount rate of the German Federal Bank, unless damage by default is proven for another amount. The contract partner can only offset a counter claim against the Hotel Boulevard, to the extent that their outstanding claims are undisputed or legally determined. The default in payment of even just one invoice, authorises the Hotel Boulevard to cease all further and future services to the customer. The Hotel Boulevard will decide on this without notification. In the case of a total reservation of more than 10 nights, the Hotel Boulevard reserves the right to demand an advance payment for the amount

of 100% of the ordered service. This amount is due 14 days before arrival.
If a customer does not make use of contractual services, that they have ordered or reserved in advance, they are still obliged to pay the following amount of the agreed price:
• for a cancellation between the 42nd day and the arrival day, 80% of the ordered services will be payable
• for a cancellation / unannounced non arrival, 100% of the ordered services will be payable, in relation to the agreed price for the ordered services.

8. Cancellation fees will be reduced by the amount of the lodging, which can be achieved by subletting the cancelled room on the date reserved. If the ordered service is divisible, and only part of the service is not used, then cancellation costs will be payable according to the grading of the paragraph above, on the basis of the amount of the ordered service assigned for this part of the service. In addition to the aforementioned payment obligations, the Hotel Boulevard will charge a processing fee of €5 per booking, in the case of mutual cancellation. In the case of early departure, until noon, which the hotel is only informed of during the guest's stay, the hotel reserves the right to charge 20% of the lodging costs per night, until the original departure date.
9. In the case of late departure on the day of departure after noon, the hotel will charge 80% of the lodging costs of the following reserved night. After 4 pm 100% of the lodging costs of the following night will be charged. Objects or materials, which are left behind in generally accessible areas of the hotel, in the technical facilities and in the conference rooms of the hotel, are not regarded as being brought in, unless they are expressly taken into custody by an authorised person. Valuable objects such as jewellery, fur coats and money should be left at the reception. For this purpose, a special safe keeping agreement should be drawn up with an authorised person. No liability is accepted for valuable objects not taken into safe keeping. In rooms, liability only extends to objects and materials, which were brought in by the person authorised by the accommodation contract.
   The extent of liability of the Hotel Boulevard is restricted to a maximum of €3000, except in the case of intent or gross negligence. In the case of payment before entering the room, it is at the hotel's discretion to request a deposit of €30, in addition to the price of the stay and breakfast. On the day of departure, room safe keys not handed in will be charged to the guest at the price of €40.
10. It is forbidden to consume food and drinks that have been brought in, in the publicly accessible areas of the hotel.
11. If the business operations or safety of the Hotel Boulevard or its guests is endangered by a contract partner, then the Hotel Boulevard can be released from the contract. This also applies in the case of Force Majeure and other unforeseeable, unusual circumstances through no fault of its own, if this makes the service of the Hotel Boulevard impossible, implausible or uninteresting to the contract partner.
12. If the host of an event is a political, religious or ideological group, then the validity of the contact also requires authorisation by the management. If the host conceals the fact that they represent a political, religious or ideological group from the Hotel Boulevard, then the contract is provisionally invalid. If the authorisation of the management is not issued at a later date, then the contract is invalid, and the Hotel Boulevard is authorised to refuse service. In this case, the host is obliged to reimburse all expenses incurred by the Hotel Boulevard, in trusting in the validity of the contract.
13. The contract partner is obliged to indicate any defects immediately to the hotel. Claims of the contractual partner must be asserted against the Hotel Boulevard, within one month of the contractually provided end of the provision of services. After the grace period has elapsed, the contract partner can only assert claims, if they have been prevented from adhering to the grace period, through no fault of their own. Claims of the contract partner lapse in 6 months. The lapse begins on the day that the provision of services should be ended, in accordance with the contract. If the contract partner has asserted claims against the Hotel Boulevard, then the lapse does not run until the day, when the Hotel Boulevard refutes the claims in writing.

14. The court of jurisdiction for all disputes arising from the contractual relationship between the parties is Cologne.
15. No verbal or written subsidiary agreements are made. Changes or additions must be in writing to be legally valid. The same applies for waiving the requirement for the written form.

HOTEL BOULEVARD COLOGNE