

General Terms and Conditions of ACHAT Hotels (as of January 2024)

I. Scope of Application

1. These terms and conditions apply to the contracts for the rental of hotel rooms of the respective ACHAT Hotel and LOGINN Hotels. They also apply to all other accommodations and customer services provided in this context by ACHAT (Hotel Accommodation Contract). They do not apply to package tours within the scope of § 651a BGB. The term "Hotel Accommodation Contract" includes and replaces the following terms: accommodation contract, guest accommodation contract, hotel/hotel room contract.

2. The subletting or re-letting of the rooms rented, the use of the hotel rooms rented for purposes other than accommodation, public invitations, or other advertising purposes, such as job interviews, sales, and other similar events and the use of hotel premises located outside the rented rooms for the events as mentioned above, shall require the prior explicit consent of ACHAT and may be made subject to the payment of additional remuneration. § Section 540 (I) sentence 2 BGBs shall not apply if the customer is not a consumer.

3. The Customer's General Terms and Conditions shall only apply if this has been explicitly agreed in advance.

II Conclusion of Contract, Partners

1. The contracting parties are the hotel and the customer. The contract becomes effective upon the hotel's acceptance of the customer's application. Suppose the booking is not made by the guest but rather by a third party. In that case, the latter shall be liable as the ordering party for all obligations arising from the Guest Accommodation Contract, together with the guest as joint debtors. Regarding bookings made via the hotel's homepage, the contract shall be concluded by clicking on the icon "BOOK WITH OBLIGATION TO PAY".

2. The Customer shall notify ACHAT unprompted, at the latest upon conclusion of the contract, if the use of the hotel service will likely jeopardize the hotel's smooth business operations, safety, or public reputation.

III Services, Prices, Payment, Offsetting

1. The Customer shall be obliged to pay the agreed or applicable prices charged by ACHAT for the provision of rooms and other services made use by the customer. The same shall also apply to third-party services commissioned by the customer directly or via ACHAT, which ACHAT is to advance payment. If the period between contract conclusion and service provision exceeds four (4) months, and if the price generally charged by ACHAT for such services increases, the contractually agreed price may be increased appropriately, however, by no more than 8 % per year.

2. The agreed prices include the taxes and local charges applicable at the time of contract conclusion. Not included are local taxes that are payable by the guest according to the respective municipal law, such as visitor's tax or local bed taxes. In the event of a change in the statutory value-added tax or the introduction, change, or abolition of local taxes on the subject matter of the service after the contract conclusion, the prices shall be adjusted accordingly. In the case of contracts concluded with consumers, this only applies if the period between the conclusion and fulfillment of the contract exceeds four (4) months.

3. ACHAT may render its consent to a later reduction in the number of rooms booked, the hotel's services, or the customer's length of stay, as requested by the customer. This consent shall be subject to a reasonable increase in the price of the rooms or other hotel services.

4. If payment on account has been arranged, payment must be made within ten (10) days of receipt of the invoice, without deduction, unless otherwise agreed.

5. Unless otherwise agreed upon in individual cases, payment shall be made on-site upon departure. Invoices issued may be paid in Euros or local currency at the daily exchange rate. In each case, ACHAT is free to decline credit cards, even if the general acceptance of credit cards is indicated by notices displayed in the hotel.

6. For each reminder issued by ACHAT after default, the customer shall reimburse ACHAT 10,00 Euros for reminder costs incurred. The customer is free to prove that no costs were incurred or only significantly lower costs were incurred. ACHAT may instead file a claim under Section 288 (5) BGB for customers who are not consumers.

7. ACHAT shall be entitled to demand an appropriate advance payment or security deposit from the customer upon contract conclusion, such as a credit card guarantee. The amount of the advance payment and the payment dates can be agreed upon in text form within the contract. In the event of advance payments or security deposits for package holidays, statutory provisions shall remain unaffected.

8. In justified cases, e.g., if the customer is in arrears with payment or if the scope of the contract is extended, ACHAT shall be entitled to demand advance payment or a security deposit within the context of No. 7 (as noted above), or an increase in the advance payment or security deposit agreed in the contract, up to the total agreed remuneration, even after contract conclusion up to the stay's commencement.

9. ACHAT shall also be entitled to demand a reasonable advance payment or security deposit from the customer at the commencement and during the stay within the context of No. 7 (as noted above), insofar as such payment has not already been rendered according to No. 7 and/or 8 (as noted above).

10. The Customer may only offset or deduct an undisputed or legally binding claim against a payment claim of ACHAT.

11. Should the guest be in arrears with payment, the hotel is entitled to charge the guest interest on arrears at a rate of 5 percentage points above the respective base interest rate. In the event of commercial transactions, the default interest rate shall be 9% above the base rate. ACHAT reserves the right to claim further damages.

Furthermore, ACHAT shall be entitled to demand immediate payment of any accounts receivable accrued during the guest's stay at the hotel by issuing that guest an interim invoice. If the guest fails to pay, ACHAT shall be entitled to terminate the contract without notice. If advance payment has been requested, the receipt of this payment is a further prerequisite for the reservation's validity.

12. The Customer agrees that invoices may be sent to them electronically.

IV. Cancellation by the Customer / Non-Utilization of ACHAT's Services

1. The Customer may only withdraw from the contract concluded with ACHAT per the "Cancellation Conditions" as specified below unless another right of withdrawal has been expressly agreed upon within the contract, a statutory right of withdrawal exists, or if ACHAT expressly consented to the cancellation of the contract. The agreement of a right to withdraw from the contract and any consent to contract cancellation shall be made in writing.

Cancellation Conditions for Conferences and Business Groups (BCR)			
Up to 20 rooms	Up to 50 rooms	Over 50 rooms	
Up to 12 weeks	Up to 6 months	up to 9 months	no cancellation fees are due
Up to 8 weeks	Up to 4 months	up to 6 months	up to 50 % of the booked rooms can be canceled free of charge
Up to 4 Weeks	up to 12 weeks	up to 4 months	up to 25 % of the remaining booked rooms can be canceled free of charge
Up to 2 weeks	up to 8 weeks	up to 10 weeks	up to 10 % of the remaining booked rooms can be canceled free of charge
The cancellable rooms always refer to the "remaining rooms" left over after a partial cancellation or a partial cancellation option has already been made.			

2. If a date has been specified for exercising the right of cancellation free of charge, the customer may cancel the contract up to that date without incurring payment or compensation claims from ACHAT. The customer's right to cancel shall expire if they do not exercise it in written form vis-à-vis ACHAT by the stipulated date.

3. If a right of cancellation has not been agreed upon or has already expired, or if there is no statutory right of cancellation, and if ACHAT does not agree to the contract being cancelled, ACHAT shall retain the right to the remuneration as agreed upon, despite non-utilization of the services. ACHAT shall offset the income from renting the rooms to other parties and the expenses saved. Suppose the rooms are not rented to other parties. In that case, ACHAT may demand the remuneration contractually agreed upon and make a lump-sum deduction for saved expenses. In this case, the customer shall pay 90 % of the contractually agreed price for overnight accommodation (with or without breakfast) and package arrangements with third-party service providers, 70 % for half-board, and 60 % for full-board arrangements. The customer is at liberty to prove that the above claim did not arise or did not arise in the amount claimed.

V. Cancellation by ACHAT, Unauthorized Events

1. Insofar as it has been contractually agreed upon that the customer may withdraw from the contract, free of charge, up to a specific date, then ACHAT shall, for its part, be entitled to withdraw, in whole or in part, from the contract up to this date. If there are inquiries from other customers for the contractually booked rooms and the customer does not waive his/her right of withdrawal upon inquiry by ACHAT within a reasonable deadline. This shall apply accordingly if an option is granted if other inquiries are received and the customer is not prepared to make a firm booking upon inquiry by ACHAT within a reasonable period.

2. Furthermore, ACHAT shall be entitled to withdraw from the contract extraordinarily for an objectively good cause, in particular, if

- force majeure or other circumstances for which ACHAT is not responsible make it impossible to fulfill the contract;
- hotel services were booked with misleading or false information or by concealing material contractual facts. The identity of Customers, their solvency, or the purpose of their stay may be material to the contract if ACHAT has reasonable grounds to assume that the use of the hotel services may jeopardize smooth business operations, the security, or the public reputation of ACHAT, without this being attributable to ACHAT's sphere of control or organization;
- the purpose or reason for the stay is unlawful,
- there is a breach of Clause I. No. 2;
- an agreed advance payment or an advance payment demanded according to Clause III. No. 6. and 7. (as noted above) have not been made, even after a reasonable grace period set by ACHAT has expired.

3. Unauthorized job interviews, sales, and other similar events may be prevented or canceled by ACHAT.

4. The justified cancellation by ACHAT or prevention of an unauthorized event, pursuant to No. 3 (as noted above), shall not entitle the customer to claim damages.

5. Should ACHAT have a claim for damages against a customer in the event of cancellation, according to No. 2 (as noted above), ACHAT may make a flat-rate claim. In this case, Clause IV. No. 3. shall apply accordingly.

6. ACHAT shall be entitled to withdraw from a contract if ACHAT becomes aware that the guest's financial circumstances have deteriorated significantly after the conclusion of the contract. ACHAT shall, in particular, be entitled to withdraw from the contract if the guest fails to settle due claims or does not provide sufficient security. Therefore, ACHAT's payment claims appear to be jeopardized. - the guest has applied to the opening of insolvency proceedings against his/her assets, has issued an affidavit according to Section 807 of the German Code of Civil Procedure (ZPO), has initiated out-of-court debt settlement proceedings, or has suspended payments - insolvency proceedings have been opened against the guest's assets, or the opening of such proceedings has been refused due to insufficient assets or for other reasons.

7. In the event of overbooking, ACHAT is entitled to rebook a group to a comparable hotel. In this case, the contractually agreed services shall be deemed fulfilled. The guest/client shall have no further claims against ACHAT in this respect.

VI Room Provision, Handover, and Return

1. The customer does not acquire any entitlement to providing specific rooms unless this has been expressly agreed upon.

2. Subject to the explicit agreement of an earlier check-in time, booked rooms shall be available to the customer from 3.00 p.m. on the agreed day of arrival. Unless a later arrival time has explicitly been agreed upon, or the room in question has been paid for in advance, ACHAT shall have the right to reassign booked rooms after 6.00 p.m., without the customer being able to derive any claim against ACHAT from this. There is no obligation to reassign rooms.

3. Rooms must be vacated and made available to ACHAT by 11.00 a.m. on the agreed day of departure at the latest. Use exceeding this timeframe may be agreed upon with ACHAT for a time-based fee, subject to availability.

4. Should a customer use a room beyond 11.00 a.m. without having made an explicit agreement with ACHAT in advance, ACHAT shall charge 50 % of the total list price (but at least the fee according to No. 3 – as noted above) due to the delayed vacating of the room for its use beyond the contractual time until 6.00 p.m. and at least 90 % from 6.00 p.m. onwards. This shall not give rise to any contractual claims on the part of the customer. The customer shall be at liberty to prove that ACHAT has no or a significantly lower claim to a usage fee.

VII Liability of ACHAT

1. ACHAT shall be liable for damages for which it is responsible arising from injury to life, limb, or health. Furthermore, ACHAT shall be liable for other damages resulting from an intentional or grossly negligent breach of duty by ACHAT and damages from an intentional or negligent breach of typical contractual duties by ACHAT. Typical contractual obligations are those obligations that make the proper fulfillment of the contract possible in the first place and on the fulfillment of which the customer relies and may rely. A breach of duty by ACHAT shall be deemed equivalent to a breach of duty by a legal representative or vicarious agent. Further claims for damages are excluded unless otherwise stipulated in clause VII. In the event of disruptions or defects in ACHAT's services, ACHAT endeavors to remedy the situation as soon as it becomes aware of them or upon immediate complaint by the customer. The customer shall be obliged to make reasonable efforts to remedy the disruption and minimize any possible damage. In addition, the customer shall be obliged to inform ACHAT in good time of the possibility of exceptionally high damages being incurred.

2. ACHAT shall be liable to the customer for items brought into the hotel according to statutory provisions. It is recommended that the safe in the hotel or room be used if the customer wishes to bring in money, securities, or valuables with a total value of more than 800.00 Euros, or other items with a total value of more than 2,000 Euros, a separate storage agreement must be made with ACHAT.

3. Items left behind by the customer shall only be forwarded at the customer's request, risk, and expense. ACHAT shall keep the items for three (3) months, after which they shall be handed over to the local lost and found office, provided they have recognizable value. Should the lost and found office not be prepared to accept the items, they will be kept for a further nine months, and then either utilized or destroyed. For ACHAT's liability, No. 1 (as noted above) - sentences 1. to 5. apply accordingly.

4. Should the customer be provided with a parking space in the hotel garage or parking lot, even for a fee, this shall not constitute a contract of safe custody. ACHAT shall have no duty of supervision. In the event of loss of or damage to motor vehicles (and their contents) parked or maneuvered on the hotel premises, ACHAT shall only be liable according to sentences 1 to 5 (as noted above); any damage must be immediately reported to ACHAT.

5. ACHAT carries out wake-up calls with the utmost care. Messages, mail, and consignments of goods for guests shall be handled with care. ACHAT shall undertake delivery, storage (in the case of consignments of goods, however, only by prior arrangement), and - upon request - forwarding of the same for a fee. As noted above in No. 1, sentences 1 to 5 shall apply accordingly to ACHAT's liability.

VIII Final Provisions

1. Any amendments or additions to the contract or these General Terms and Conditions should be made in written form. One-sided amendments or additions by the customer are invalid.

2. The place of performance and payment in commercial transactions is the location of the respective ACHAT hotel.

3. In commercial transactions, Mannheim, Germany shall be the exclusive place of jurisdiction - also for disputes concerning checks. However, ACHAT may, at its discretion, also sue a customer at the location of the respective ACHAT Hotel or the customer's registered office. The same shall apply in each case if the customer fulfills the requirements of Section 38 (2) ZPO and has no general place of jurisdiction in Germany.

4. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws shall be excluded.

5. ACHAT does not participate in dispute resolution proceedings before consumer arbitration boards.

6. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respect, the statutory provisions shall apply.