

General Terms and Conditions (B2C)

I. Geltungsbereich

I. Scope of Application

1. These General Terms and Conditions (hereinafter "GTCs B2C") apply to all services provided by SIC Hospitality GmbH, operator of Kennedy 89 (hereinafter "Hotel"), which are provided to a consumer as defined by law, in particular the letting of hotel rooms for accommodation, the temporary, paid use of conference and event rooms and other rooms of the Hotel for the organisation of events such as meetings, conferences and other events (hereinafter "Events"), as well as for all other supplies and services provided by the Hotel for the guest, the organiser and other contracting parties (hereinafter "Contracting Party"). The Hotel is entitled to fulfil its services through third parties. These GTCs B2C are not applicable to contractual relationships with businesses (*Unternehmer*) as defined by law. In these instances, the separate General Terms and Conditions for Entrepreneurs 'General Terms and Conditions (B2B)' apply.
2. These GTCs B2C apply to all contracts concluded between the Hotel and the Contracting Party as consumer, such as hotel accommodation, package travel, block bookings, and event contracts.
3. The subletting or re-letting or the unremunerated utilisation of the rooms by third parties as well as their use for purposes other than accommodation require the prior consent of the Hotel in text form.
4. The subletting or re-letting of the rooms, areas or showcases provided as well as invitations to job interviews, sales or similar events require the Hotel's prior consent in text form.
5. Terms and conditions of the Contracting Party shall only apply if this has been previously agreed in text form. Counter-confirmations of the Contracting Party with reference to its general terms and conditions are hereby rejected.

II. Conclusion of Contract, Contracting Party

1. With the booking, which can be made online, verbally, in writing, by telephone, fax or e-mail, the Contracting Party makes a binding offer to conclude a contract. The respective contract (hereinafter "Contract") is concluded upon confirmation of the booking by the Hotel. The Hotel is free to accept the contract offer of the Contracting Party in writing, verbally, in text form (e-mail, fax) or implicitly by provision of services.
2. The parties to the contract (hereinafter referred to as "Parties") are exclusively the Hotel and the Contracting Party. If the customer ordering the Hotel's services concludes the contract on behalf of a third party, the third party, and not the customer, shall become the Hotel's Contracting Party.
3. In the event that the Contracting Party has ordered services from the Hotel for third parties, said third parties will be held jointly and severally liable with the Contracting Party to the hotel for the fulfilment of all obligations under the contract.
4. If the Contracting Party has ordered services from the hotel for third parties, the third party shall be jointly and severally liable to the hotel together with the Contracting Party for all obligations arising from the contract. The third party shall also become a Contracting Party to the hotel.
5. If the customer concludes the contract in the name of the third party or if the third party has commissioned a commercial agent or organiser for the contractual processing, the customer, agent or organiser shall be jointly and severally liable with the third party who becomes the Contracting Party for all obligations arising from the Contract, insofar as the Hotel has received corresponding declarations from the customer, agent or organiser. The customer, agent or organiser must inform the Hotel in good time before conclusion of the Contract about the actual Contracting Party and provide the latter's name and address. In addition, the customer, agent or organiser is obliged to forward all information relevant to the booking, in particular these GTCs B2C, to the third party who becomes the Hotel's Contracting Party.
6. In the case of a group booking by the Contracting Party, a contingent Contract is concluded. The contingent Contract shall take precedence over and supplement these GTCs B2C. Special conditions can be arranged for group bookings. Within the framework of this contingent Contract, the Contracting Party is jointly and severally liable for all damages caused by the end user.
7. A group booking is deemed to exist if more than nine rooms are booked at the Hotel by a Contracting Party in the course of one or more booking processes that are related in terms of time and/or subject matter. A group booking is independent of the booking method.

III. Room provision, Handover and Return

1. The rooms are made available exclusively for accommodation purposes, unless another purpose has been expressly contractually agreed. The Contracting Party is obliged to comply with the hotel's applicable house rules.
2. Unless otherwise agreed in text form in individual cases, the Contracting Party is not entitled to the provision of specific rooms of the booked category within a room category.
3. During their stay, the Contracting Party is subject to the Hotel's applicable house rules.
4. When using the hotel's fitness area, the Contracting Party is subject to the applicable house rules for the fitness area. It is not permitted to bring accompanying persons.
5. Booked rooms are available to the Contracting Party from 3:00 p.m. on the agreed day of arrival. The Contracting Party has no claim to earlier availability unless such a claim has been agreed between the Parties for a fee.

6. Booked rooms must be occupied by 11:59 p.m. at the latest on the agreed day of arrival. Unless a later arrival time has been expressly agreed, the Hotel has the right to reallocate booked rooms after 11:59 p.m. without the Contracting Party being able to derive any claims for compensation from this. The Hotel is entitled to a right of cancellation in this respect.
7. On the agreed day of departure, the rooms must be vacated and returned to the Hotel by 12:00 noon at the latest. For any use beyond this time, the Hotel may claim compensation for use as follows: Up to 6:00 p.m. 50% of the regular overnight price (list price), longer than 6:00 p.m. 100% of the regular overnight price (list price).
8. The Contracting Party is at liberty to prove to the Hotel that it has incurred no or less damage. The Hotel is at liberty to prove higher damages.

IV. Services, Prices, Payment, Offsetting

1. In accordance with these GTCs B2C, the Hotel is obliged to provide the agreed services and to provide the rooms booked by the Contracting Party.
2. The Contracting Party is obliged to pay the prices agreed or customarily charged by the Hotel for these services (utilisation of the Hotel's premises) and any other supplies and services provided by the Hotel. This also applies to services commissioned by the Contracting Party directly or via the Hotel, which are provided by third parties and disbursed by the Hotel, in particular also for claims of copyright utilisation companies.
3. The agreed prices include the statutory VAT applicable at the time of the Contract or booking. Should the statutory VAT be increased between the conclusion of the Contract or the time of booking and the fulfilment of the Contract, the price shall be increased accordingly. Please note that this provision does not apply to increases in the first four months following the conclusion of the contract. If the statutory VAT is reduced between the conclusion of the Contract or the time of booking and the fulfilment of the Contract, the price shall be reduced accordingly.
4. The agreed prices do not include local taxes that are owed according to the respective municipal law, such as a tourism tax. The Contracting Party shall bear the aforementioned charges himself. The respective amounts will be invoiced separately. In the event of changes, the introduction or abolition of local taxes on the subject matter of the service after conclusion of the Contract, the prices shall be adjusted accordingly. Please note that this provision does not apply to increases in the first four months following the conclusion of the contract.
5. If the period between the conclusion of the Contract and the first contractual service provided by the Hotel exceeds four months and if the price generally charged by the Hotel for such services increases, the Hotel may increase the contractually agreed price by a reasonable amount, but by no more than 8%. Price changes according to number 3 remain unaffected by this.
6. The Hotel is entitled to demand a reasonable advance payment or security deposit of up to 100% of the total payment obligation of the Contracting Party upon conclusion of the Contract. The amount of the advance payment and the payment dates may be agreed in the Contract. Furthermore, the Hotel is entitled to demand a reasonable advance payment from the Contracting Party at the beginning and during the stay for existing and future claims arising from the Contract, insofar as such a payment has not already been made in accordance with the above provision.
7. The statutory provisions shall apply in the event of default in payment by the Contracting Party. In justified cases, e.g. payment arrears of the Contracting Party or extension of the scope of the Contract, the Hotel is entitled to demand an advance payment or security deposit within the meaning of the above clause or an increase in the advance payment or security deposit agreed in the Contract up to the full agreed remuneration, even after conclusion of the Contract up to the beginning of the stay.
8. If the Contracting Party subsequently wishes to make changes to the number of rooms booked, other hotel services or the duration of the guests' stay, this requires the Hotel's consent in text form. It is pointed out that such changes are subject to the regulations provided for in the Contract, such as in particular cancellation or rebooking conditions. Unless otherwise stipulated in the Contract, the Hotel's consent may be made dependent on a price adjustment.
9. Hotel invoices without a due date are payable in full upon receipt of the invoice. An invoice shall be deemed to have been received by the invoice recipient no later than 3 days after dispatch, unless earlier or later receipt can be proven. If the Hotel has granted the Contracting Party a payment term or other credit and the Contracting Party falls into arrears with this or with other payment obligations to the Hotel, the payment term or other credit may be revoked and all claims shall become due immediately. In the event of default in payment, the Hotel shall be entitled to charge and claim the respective statutory default interest. The Hotel reserves the right to provide evidence of higher damages and the Contracting Party in turn reserves the right to provide evidence of lower damages.
10. The issue of a total invoice does not release the Contracting Party from the obligation to pay the individual invoices on time. A delay in payment of even a single individual invoice shall entitle the Hotel to withhold all further and future services and to make fulfilment of the services dependent on the provision of security amounting to up to 100% of the outstanding payment.
11. The Contracting Party agrees that invoices may be sent to him electronically.
12. The Contracting Party may only offset claims of the Hotel against undisputed or legally established counterclaims.
13. The same applies to the exercise of a right of retention due to the Contracting Party's own claims.
14. Claims and other rights may only be assigned with the consent of the Hotel in text form. The Hotel may not unreasonably withhold its consent.
15. If the Contracting Party uses a credit card without physically presenting it (e.g. via telephone, Internet or similar) to pay for services of the Hotel with a prepayment obligation (e.g. general orders with prepayment or guaranteed bookings), the Contracting Party is not entitled to revoke this charge vis-à-vis the Hotel's credit card company. The possibility of exercising any statutory right of withdrawal remains unaffected by this.

V. Withdrawal (Cancellation) by the Contracting Party; Non-utilisation of the Hotel's services

1. The Contracting Party only has the right to withdraw from the Contract concluded with him if this has been agreed in the Contract or if there is a statutory right of withdrawal or cancellation.
2. If any right of cancellation has not been exercised within the agreed period, it shall lapse upon expiry of the period. In this case, the Contract remains fully effective, with the consequence that the Contracting Party is obliged to pay the agreed remuneration even if he does not utilise the ordered goods and services, in particular rooms or event rooms.
3. Withdrawal or cancellation of the Contract must be made in text form (e.g. by e-mail or post). Decisive for the timeliness of the cancellation is its receipt by the Hotel.
4. If a right of cancellation has not been agreed or has already expired and there is also no statutory right of cancellation or termination and the Hotel does not agree to the cancellation of the Contract, the Hotel shall retain the claim to the agreed remuneration despite non-utilisation of the service.
5. If and to the extent that the Contracting Party does not utilise ordered services (rooms, event rooms, etc.), the Hotel shall offset the proceeds from other rentals and any expenses saved against the compensation to be paid by the Contracting Party, but up to a maximum of the full amount of such compensation.
6. If the rooms or event rooms are not rented to another party, the Hotel may demand the contractually agreed remuneration and make a flat-rate deduction for saved expenses. In this case, the Contracting Party is obliged to pay 90 % of all contractually agreed costs, including room and accommodation costs, event flat rate, conference flat rate, food, drinks and other services.
7. The Contracting Party is at liberty to prove that the Hotel has incurred no or less damage. The Hotel is at liberty to prove higher damages.

VI. Withdrawal, Cancellation by the Hotel

1. If and insofar as the Contracting Party has been granted a right of withdrawal in text form, the Hotel is entitled to withdraw from the Contract within the period agreed for exercising the right of withdrawal if third parties have made enquiries about the services reserved by the Contracting Party (rooms, event rooms) and the Contracting Party does not waive his contractual right of withdrawal upon enquiry by the Hotel referring to this fact, within a reasonable period of time granted by the Hotel. This shall apply accordingly if an option is granted, if other enquiries have been made and the Contracting Party is not disposed to make a binding booking upon enquiry by the Hotel within a reasonable period of time.
2. If and to the extent that advance payments or security deposits have been agreed with the Contracting Party and the Contracting Party fails to make such payments within a reasonable grace period set by the Hotel with a warning of refusal, the Hotel shall be entitled, at its discretion, to withdraw from the Contract and to claim damages for non-performance. In this case, the Hotel may make a lump-sum claim for damages against the Contracting Party. The Contracting Party is at liberty to prove that the Hotel has incurred no or less damage. The Hotel is at liberty to prove higher damages.
3. Furthermore, the Hotel is entitled to withdraw from or terminate the Contract in accordance with the statutory provisions of sections 314, 323 of the German Civil Code (BGB), in particular if
 - a. force majeure or other circumstances for which the Hotel is not responsible make the fulfilment of the Contract impossible or unreasonably difficult for the Hotel;
 - b. the Contracting Party makes misleading or false statements about essential data or facts, e.g. about the person, the purpose of the rental or the ability to pay;
 - c. the Contracting Party uses the Hotel's industrial property rights without the corresponding consent of the Hotel;
 - d. the Contracting Party fails to provide a due payment;
 - e. the Hotel becomes aware of circumstances indicating that the financial circumstances of the Contracting Party have deteriorated significantly since the conclusion of the contract, in particular if the Contracting Party fails to settle due claims of the Hotel or does not provide sufficient security and therefore the Hotel's payment claims appear to be at risk;
 - f. the contracting party has filed for insolvency proceedings against its assets, has provided information on its assets in accordance with Section 802c of the German Code of Civil Procedure, has initiated out-of-court debt settlement proceedings or has suspended payments;
 - g. insolvency proceedings have been opened against the Contracting Party's assets or the opening of such proceedings has been rejected due to lack of assets;
 - h. the Hotel has justified cause to believe that the contractual use of the Hotel's goods and services (in particular the staging of the event, use of rooms) by the Contracting Party, may jeopardise the smooth running of the business or the safety or public reputation of the Hotel, without this being attributable to the Hotel's sphere of control or organisation;
 - i. there is an unauthorised subletting or re-letting within the meaning of Clause I;
 - j. the purpose or reason for the stay is unlawful;
 - k. the Hotel has issued a prohibition against entering the premises to the Contracting Party.
4. In the event of justified cancellation by the Hotel, the Contracting Party has no claim to compensation or other compensation payments. The claims of the Hotel remain unaffected.
5. In the event of justified cancellation or termination of the Contract, the Hotel may make a lump-sum claim for damages or reimbursement of expenses against the Contracting Party. The Contracting Party is at liberty to prove that the Hotel has incurred no or less damage. The Hotel is at liberty to prove higher damages.

VII. Defects, Liability, Limitation Period

1. The Hotel shall be liable without limitation for all statutory and contractual claims in the event of wilful (*Vorsatz*) or grossly negligent behaviour (*grobe Fahrlässigkeit*).
2. In cases of simple negligence, the Hotel shall be liable only for damages arising from the breach of material contractual obligations (*wesentliche Vertragspflichten*), i.e. obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the Contracting Party may regularly rely, and only up to the amount of the damage typically foreseeable under the contract.
3. The above limitations of liability shall not apply to damages resulting from injury to life, limb or health, for which the Hotel shall be liable without limitation even in cases of simple negligence (*leichte Fahrlässigkeit*).
4. Liability for indirect damages (*mittelbare Schäden*) and for atypical, unforeseeable consequential damages (*Folgeschäden*) is excluded. This shall not apply insofar as such damages are to be compensated under the foregoing provisions, in particular in the event of a breach of material contractual obligations within the scope of the typically foreseeable contractual damage, as well as in cases of intent, gross negligence or injury to life, limb or health.
5. The above limitations of liability and exclusions of liability shall apply correspondingly to the Hotel's legal representatives, corporate bodies, employees, as well as its vicarious agents and auxiliary persons (*Erfüllungsgehilfen, Verrichtungsgehilfen*). They shall not apply where the Hotel has assumed a guarantee as to the quality of an item or a work (*Garantie für die Beschaffenheit einer Sache*), or in cases of fraudulently concealed defects (*arglistig verschwiegene Mängel*). Claims arising from expressly assumed guarantees and from fraudulent concealment of defects shall remain unaffected.
6. In the case of brokered services (no package travel, *keine Pauschalreise*), the Hotel shall not be liable for the provision of services by third-party service providers or transport companies, but only for the proper brokerage of the travel service and for the correct transmission of the service provider's information to the participant.
7. The Hotel exclusively brokers chauffeur services as independent third-party services. Any contract shall be concluded solely between the Contracting Party and the respective chauffeur service. The provision of services and remuneration shall be governed by the terms and conditions of the respective chauffeur service. The Hotel shall only be responsible for proper brokerage and for forwarding the chauffeur service's information; liability for the performance of the transport services by the chauffeur service is excluded, except for obligations arising from the brokerage relationship insofar as liability is mandatory by law.
8. If, at the request of the Contracting Party, the Hotel undertakes the collection and forwarding of payments to the chauffeur service, this shall be carried out solely as a payment agent without any liability of its own for the chauffeur service's fee claims, except for obligations relating to the proper forwarding of payments. The Contracting Party shall be informed that the transport contract is concluded exclusively with the chauffeur service and that the Hotel does not act as a tour operator or travel agent within the meaning of Section 651v of the German Civil Code (BGB).
9. If the Contracting Party is provided with a parking space in the Hotel garage or in a Hotel car park, even for a fee, this does not constitute a safekeeping agreement. The Hotel has no duty of supervision. The Hotel shall not be liable for loss of or damage to motor vehicles parked or manoeuvred on the Hotel property and their contents, unless the Hotel, its legal representatives or its vicarious agents are responsible for intent or gross negligence (*Vorsatz oder grobe Fahrlässigkeit*). In this case, the damage must be claimed from the Hotel at the latest when leaving the Hotel property.
10. The Contracting Party is obliged to notify the Hotel of any recognisable faults or defects immediately, at the latest on departure. The Contracting Party shall be obliged to make reasonable efforts to remedy the disruption and minimise any possible damage. In addition, the Contracting Party is obliged to inform the Hotel in good time of the possibility of exceptionally high damages.
11. Should disruptions or defects in the Hotel's services occur, the Hotel shall endeavour to remedy such upon immediate complaint by the Contracting Party. If the Contracting Party culpably fails to notify the Hotel of a defect, there shall be no entitlement to a reduction in the contractually agreed remuneration.
12. Wake-up calls are carried out by the Hotel with due diligence. In the event of non-performance or poor performance, the Hotel shall only be liable for intentional or grossly negligent behaviour (*vorsätzliches oder grob fahrlässiges Verhalten*); any further liability is excluded.
13. Messages, mail and consignments of goods for the Contracting Party shall be handled with the care customary in the trade. The Hotel shall be responsible for the delivery, storage and - upon express request - forwarding of the same for a fee. In the event of non-performance or poor performance, the Hotel shall only be liable for intentional or grossly negligent behaviour (*vorsätzliches oder grob fahrlässiges Verhalten*); any further liability is excluded.
14. The statutory provisions of Sections 701 et seq. of the German Civil Code (BGB) shall apply to items brought in by the Contracting Party.
15. Items left behind by the Contracting Party will only be forwarded at the request, risk and expense of the Contracting Party. The Hotel will store the items for 3 months and charge an appropriate fee for this. Items of recognisably high value will be handed over immediately to the responsible local lost property office.
16. Claims by the Customer against the Hotel in respect of property damage and financial loss which do not arise from injury to life, limb or health (*Leben, Körper oder Gesundheit*) shall become time-barred two years after the commencement of the statutory limitation period. Excluded from this shortening of the limitation period are claims based on intent or gross negligence (*vorsätzliche oder grob fahrlässige Pflichtverletzung*), as well as claims arising from the breach of material contractual obligations (*wesentliche Vertragspflichten*), for which the statutory limitation periods shall apply. Mandatory statutory provisions on limitation, including knowledge-independent maximum limitation periods, shall remain unaffected.
17. Claims against the Hotel that are subject to the regular limitation period shall become time-barred, subject to knowledge, one year after the commencement of the statutory limitation period in accordance with Section 199 (1) of the German Civil Code (BGB). This shall not apply to claims for damages arising from injury to life, limb or health (*Leben, Körper oder Gesundheit*). Nor shall it apply to claims arising from intentional or grossly negligent breaches of duty by the Hotel, its legal representatives or its vicarious agents. In the event of a breach of material contractual obligations, the statutory limitation periods shall apply. In cases of breach of material contractual obligations (*wesentliche Vertragspflichten*), liability shall be limited to the damage typically foreseeable under the contract, unless intent or gross negligence (*vorsätzliche oder grob fahrlässige Pflichtverletzung*) is present or the breach relates to injury to life, limb or health. In all other respects, statutory limitation periods and maximum limitation periods shall remain unaffected.

VIII. Liability of the Contracting Party

1. The Contracting Party shall be liable to the Hotel for all damage caused by it, its employees or other auxiliary staff, its legal representatives and vicarious agents.
2. The Contracting Party shall also be liable for damage caused by it or by third parties who receive the Hotel's services at his instigation.
3. In the event of loss or damage to the rooms and premises provided to the Contracting Party during the term of the Contract or the duration of the stay, the Contracting Party or its guests, employees, assistants or event participants shall be assumed to be at fault, unless the damage is demonstrably the responsibility of the Hotel or was caused by third parties.
4. The Contracting Party shall be liable to the Hotel for the payment of additional services which its guests, event participants etc. request from the Hotel and which the Hotel provides to them as far as the Hotel does not have the personal details of the persons concerned, and the Contracting Party has not provided such details in the context of the contract.
5. Smoking is strictly prohibited in all rooms and enclosed areas of the Hotel. In the event of a breach of this smoking ban, the Contracting Party is obliged to bear all costs incurred as a result of smoking in breach of the Contract. This includes in particular, but is not limited to, the costs of additional cleaning, the restoration of the premises to a smoke-free condition (including special cleaning procedures) and any renovation costs incurred. The Hotel may make a lump-sum claim for damages against the Contracting Party. In this respect, the Hotel reserves the right to charge a flat-rate cleaning fee of EUR 150, unless higher costs can be proven. The Contracting Party is at liberty to prove that the Hotel has incurred no or less damage. The Hotel is at liberty to prove higher damages.
6. If the Hotel is unable to let the room concerned for one or more nights due to smoking in breach of the Contract, the Contracting Party undertakes to pay the Hotel 90% of the room rate per night applicable at that time for the duration of the loss of use. The Contracting Party is at liberty to prove that the Hotel has incurred no or less damage. The Hotel shall be at liberty to provide evidence of higher damages.
7. Should the fire brigade be called out as a result of smoking in breach of the smoking ban (e.g. by triggering a fire alarm), the Contracting Party shall bear the full costs incurred.

IX. Final Provisions

1. Amendments and additions to the Contract for the provision of Hotel services must be made in writing to be effective. Unilateral amendments or additions by the Contracting Party are invalid.
2. The place of fulfilment and payment is Frankfurt am Main.
3. In the event that a Contracting Party fulfils the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Frankfurt am Main.
4. If the Contracting Party is a merchant (*Kaufmann*), a legal entity under public law (*juristische Person des öffentlichen Rechts*) or a special fund under public law (*öffentlich-rechtliches Sondervermögen*), the exclusive – and international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Frankfurt am Main. The same shall apply if the Contracting Party is a business (*Unternehmer*) within the meaning of Section 14 of the German Civil Code (BGB).
5. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
6. Should individual provisions of the Contract and/or these GTCs B2C be or become invalid, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.