



# Uniclub Bonn

Verein zur Förderung der wissenschaftlichen  
Kommunikation an der Universität Bonn e. V.

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## Terms and Conditions

### General Terms and Conditions for the Hotel Accommodation Contract

#### I. Scope

1. These terms and conditions apply to contracts for the rental of studios and apartments for accommodation, as well as all other services and deliveries provided to the customer in this context by the Universitätsclub Bonn e.V. (hotel accommodation contract). The term 'hotel accommodation contract' encompasses and replaces the following terms: accommodation, guest accommodation, hotel, hospitality and hotel room contract.
2. The subletting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, require the prior written consent of the Universitätsclub Bonn e.V., whereby § 540 (1) sentence 2 BGB (German Civil Code) is waived if the customer is not a consumer.
3. The customer's general terms and conditions shall only apply if this has been expressly agreed in writing in advance and countersigned by the Universitätsclub Bonn e.V.

#### II. Conclusion of contract, contractual partners, limitation period

1. The contract shall come into effect upon acceptance of the customer's application by the Universitätsclub Bonn e.V. The Universitätsclub Bonn e.V. is free to confirm the room reservation in writing.
2. The contractual partners are the Universitätsclub Bonn e.V. and the customer. If a third party has made the booking on behalf of the customer, the third party's liability to the Universitätsclub e.V. for all obligations arising from the hotel accommodation contract shall be governed by the statutory provisions. If the Universitätsclub Bonn e.V. has received a corresponding declaration of assumption of liability from the third party, the third party's liability shall also be governed by this declaration. Irrespective of this, every customer is obliged to forward all information relevant to the booking, in particular these General Terms and Conditions, to the guest.
3. All claims against the Universitätsclub Bonn e.V. shall generally become time-barred one year after the start of the statutory limitation period. Claims for damages expire after five years, regardless of knowledge. The shortened limitation periods do not apply to claims based on an intentional or grossly negligent breach of duty by the Universitätsclub Bonn e.V., a breach of cardinal contractual obligations or injury to life, limb or health.

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## III. Services, prices, payment, offsetting

1. The Universitätsclub Bonn e.V. is obliged to keep the rooms booked by the customer available and to provide the agreed services or to arrange for an adequate replacement.

2. The customer is obliged to pay the agreed or applicable prices of the Universitätsclub Bonn e.V. for the provision of rooms and any other services used by him (including all ancillary services such as food, telephone, laundry, etc.). This also applies to services and expenses incurred by the customer and paid by the Universitätsclub Bonn e.V. to third parties (taxi, flowers, etc.). The agreed prices include the applicable statutory value added tax. If more than four months elapse between the conclusion and fulfilment of the contract and the price generally charged by the Universitätsclub Bonn e.V. for such services increases, the Universitätsclub Bonn e.V. is entitled to increase the contractually agreed price accordingly. If the statutory value added tax or any applicable local taxes and duties increase after the conclusion of the contract, the Universitätsclub Bonn e.V. reserves the right to increase the agreed prices by the amount by which the applicable value added tax or local taxes and duties have increased.

3. The hotel may make its consent to a subsequent reduction in the number of rooms booked, the services provided by the Universitätsclub Bonn e.V. or the length of the customer's stay requested by the customer dependent on an increase in the price for the rooms and/or other services provided by the Universitätsclub Bonn e.V.

4. Hotel invoices without a due date are payable immediately upon receipt of the invoice without deduction. The Universitätsclub Bonn e.V. may demand immediate payment of due claims from the customer at any time. In the event of default in payment, the Universitätsclub Bonn e.V. is entitled to charge the applicable statutory default interest, currently 9 percentage points above the base rate, or, in the case of legal transactions involving a consumer, 5 percentage points above the base rate. The Universitätsclub Bonn e.V. reserves the right to prove higher damages. The hotel may charge a reminder fee of EUR 5.00 for each reminder sent after the occurrence of default.

5. Upon conclusion of the contract, the Universitätsclub Bonn e.V. is entitled to demand a reasonable advance payment or security deposit from the customer in the form of a credit card guarantee, a down payment or similar. The amount of the advance payment and the payment dates shall be agreed in writing in the contract.

In the case of advance payments or security deposits for package tours, the statutory provisions remain unaffected.

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6. In justified cases, e.g. payment arrears on the part of the customer, the Universitätsclub Bonn e.V. is entitled, even after conclusion of the contract and until the start of the stay, to demand an advance payment or security deposit within the meaning of No. 5 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

7. The Universitätsclub Bonn e.V. is also entitled to demand an appropriate advance payment or security deposit within the meaning of No. 5 above from the customer at the beginning and during the stay for existing and future claims arising from the contract, insofar as this has not already been paid in accordance with Nos. 5 and/or 6 above.

8. The customer may only offset a recognised, undisputed or legally established claim against a claim of the Universitätsclub Bonn e.V. or exercise a right of retention.

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### **IV. Withdrawal by the customer (cancellation) / Non-utilisation of the services of Universitätsclub Bonn e.V. (no show)**

1. The customer only has the right to withdraw from the contract concluded with him for the rental of hotel rooms if this has been agreed in writing in the contract. The customer's withdrawal from the contract concluded with the Universitätsclub Bonn e.V. must be made in due time and in writing. If this is not done, the agreed price from the contract must be paid even if the customer does not make use of the contractual services. This does not apply in the event of a breach of the obligation of the Universitätsclub Bonn e.V. to take into account the rights, legal interests and interests of the customer, if the customer can no longer be reasonably expected to adhere to the contract as a result, or if the customer is entitled to any other statutory or contractual right of withdrawal.

2. If the Universitätsclub Bonn e.V. has granted the guest an option in the contract to withdraw from the contract within a certain period without further legal consequences, the Universitätsclub Bonn e.V. shall not be entitled to compensation. The date of receipt by the Universitätsclub Bonn e.V. shall be decisive for the timeliness of the declaration of withdrawal. The guest must declare their withdrawal in writing.

3. In the case of rooms not used by the customer, the Universitätsclub Bonn e.V. shall offset the income from renting these rooms to other parties as well as the expenses saved. If the rooms are not rented to other parties, the Universitätsclub Bonn e.V. may demand the contractually agreed remuneration and apply a flat rate deduction for the Universitätsclub Bonn e.V.'s saved expenses.

In this case, the customer is obliged to pay 75% of the contractually agreed price for overnight stays with or without breakfast and for package deals with external services. The customer is free to prove that the aforementioned claim has not arisen or has not arisen in the amount demanded.

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## **V. Withdrawal by the hotel (Universitätsclub Bonn e.V.)**

1. If it has been agreed in writing that the customer may withdraw from the contract free of charge within a certain period, the hotel (Universitätsclub Bonn e.V.) is entitled to withdraw from the contract during this period if there are enquiries from other customers for the contractually booked rooms and the customer does not waive his right of withdrawal upon enquiry by the hotel.

2. If an agreed advance payment or security deposit or a deposit demanded in accordance with Section III, Nos. 5 and/or 6 above is not made even after a reasonable grace period set by the hotel (Universitätsclub Bonn e.V.) has elapsed, the hotel (Universitätsclub Bonn e.V.) shall also be entitled to withdraw from the contract.

3. Furthermore, the hotel (Universitätsclub Bonn e.V.) is entitled to withdraw from the contract for objectively justified reasons, for example if

- force majeure or other circumstances beyond the control of the hotel (Universitätsclub Bonn e.V.) make it impossible to fulfil the contract;
- rooms are booked under misleading or false statements of material facts, e.g. the identity of the customer or the purpose of their stay;
- the hotel (Universitätsclub Bonn e.V.) has reasonable grounds to believe that the use of the hotel's services may jeopardise the smooth running of the business, the safety or the reputation of the hotel (Universitätsclub Bonn e.V.) in public, without this being attributable to the sphere of control or organisation of the hotel (Universitätsclub Bonn e.V.);
- there is a violation of the above-mentioned Section I No. 2.
- In the event of justified withdrawal by the hotel (Universitätsclub Bonn e.V.), the customer shall not be entitled to claim damages.

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## VI. Provision, handover and return of rooms

1. The customer shall not be entitled to the provision of specific rooms.
2. Booked rooms shall be available to the customer from 1 p.m. on the agreed day of arrival. The customer has no right to earlier provision.
3. On the agreed departure day, the rooms must be vacated and made available to the hotel by 10:00 a.m. at the latest. After this time, the hotel (Universitätsclub Bonn e.V.) may charge 50% of the full accommodation price (list price) for use of the room beyond the contractual period until 6 p.m. and 100% after 6 p.m. due to the late vacating of the room. This does not justify any contractual claims on the part of the customer. The customer is free to prove that the hotel (Universitätsclub Bonn e.V.) has incurred no or a significantly lower claim for usage fees.

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## VII. Liability of the hotel

1. The hotel (Universitätsclub Bonn e.V.) shall be liable for its obligations under the contract with the diligence of a prudent businessman. Claims for damages by the customer are excluded. This does not apply to damages resulting from injury to life, limb or health if the hotel (Universitätsclub Bonn e.V.) is responsible for the breach of duty, other damages resulting from an intentional or grossly negligent breach of duty by the hotel (Universitätsclub Bonn e.V.) and damages resulting from an intentional or negligent breach of typical contractual obligations of the hotel (Universitätsclub Bonn e.V.). A breach of duty by the hotel (Universitätsclub Bonn e.V.) is equivalent to a breach by a legal representative or vicarious agent. Should disruptions or defects occur in the services provided by the hotel (Universitätsclub Bonn e.V.), the hotel (Universitätsclub Bonn e.V.) will endeavour to remedy the situation upon becoming aware of it or upon immediate complaint by the customer. The customer is obliged to contribute what is reasonable to remedy the disruption and minimise any possible damage. If the guest culpably fails to notify the hotel (Universitätsclub Bonn e.V.) of a defect, there shall be no entitlement to a reduction in the contractually agreed remuneration.

2. The hotel (Universitätsclub Bonn e.V.) is liable to the customer for items brought onto the premises in accordance with the statutory provisions, i.e. up to one hundred times the room price, up to a maximum of €3,500, and for money, securities and valuables up to €800.

3. If the customer is provided with a parking space on the premises of the Universitätsclub Bonn e.V., even for a fee, this does not constitute a safekeeping agreement. The Universitätsclub Bonn e.V. is not liable for loss of or damage to motor vehicles parked or manoeuvred on the premises of the Universitätsclub Bonn e.V. and their contents, except in cases of intent or gross negligence. The above No. 1 sentences 2 to 4 apply accordingly.

4. Messages, mail and goods deliveries for guests will be handled with care. The Universitätsclub Bonn e.V. will deliver, store and, upon request, forward them for a fee. The above No. 1 sentences 2 to 4 apply accordingly.

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## VIII. Final provisions

1. Amendments or additions to the contract, the acceptance of the application or these General Terms and Conditions for Hotel Accommodation must be made in writing. Unilateral amendments or additions by the customer are invalid.
2. The place of performance and payment is the registered office of the hotel (Universitätsclub Bonn e.V.).
3. The exclusive place of jurisdiction – including for disputes relating to cheques and bills of exchange – in commercial transactions is the registered office of the hotel (Universitätsclub Bonn e.V.). If a contractual partner 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 the registered office of the hotel (Universitätsclub Bonn e.V.).
4. The law of the Federal Republic of Germany applies. The application of the UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions is excluded.
5. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

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