

General Terms & Conditions for Hotel Booking Intermediation of Koelnmesse GmbH

1. Scope of Application

The following General Terms & Conditions apply for the mediation of accommodation and other services of Koelnmesse GmbH (hereinafter referred to as Koelnmesse) to customers for third parties (service providers, or hotels). They are an integral part of the mediation contract concluded with Koelnmesse.

Counter-confirmations by the customer with reference to his own general terms and conditions of business or purchase are hereby rejected. Deviations from these General Terms and Conditions are only valid if they have been expressly confirmed in writing by Koelnmesse.

2. Contractual relationship with Koelnmesse

Koelnmesse mediates accommodation and other services via an electronic reservation system. In the scope of this activity, Koelnmesse does not carry out any services itself, instead it mediates these on behalf of and at the expense of third party companies, i.e. the service providers. A contract for the specific service is drawn up exclusively between the customer and the service provider. Koelnmesse and the customers are solely connected by a mediation contract. Koelnmesse is not a tour operator in the sense of §§ 651a et seq. of the German Civil Code (BGB).

3. Reservation

The mediation by Koelnmesse is free of charge for the customer.

Koelnmesse offers rooms on behalf of the service provider via an electronic reservation system. On using the online booking portal, the enquiries, quotes and bookings exclusively take place via this booking portal.

In the scope of the booking enquiry received by Koelnmesse, the customer offers the service provider the opportunity to conclude a contract (i.e. for the hotel bookings of an accommodation contract) and at the same time Koelnmesse the opportunity to conclude a binding mediation contract subject to the mediation conditions stated herein. After placing his/her enquiry, the customer receives a non-binding notification from Koelnmesse regarding the possibilities and conditions of the available hotels. After the customer has made his/her decision, Koelnmesse sends the customer a written quote. The customer accepts Koelnmesse's offer by submitting his/her credit card details within the deadline set by Koelnmesse. After successful conclusion of the contract, the customer and the service provider receive a booking confirmation, where possible, per email.

Koelnmesse forwards on each booking to the respective hotel as an intermediary on behalf of the customer. It is therefore necessary that the data provided by the customer is correct and complete.

In the case of bookings made by the customer for another person, the contract is concluded exclusively between the person utilising the services of the service provider and the service provider. In this case, the customer is obliged to make a booking exclusively for whom he/she is authorized to make such a declaration.

It is not permitted for rooms booked via Koelnmesse to be resold. This particularly includes the assignment of rooms to third parties at higher prices than those mediated by Koelnmesse. Bookings by resellers (travel agents) cannot be accepted.

4. Payment

The payment of the prices stated on the booking confirmation occurs according to the agreed terms of payment. Payment is always made directly to the hotel. The credit card that the customer specified during the booking procedure will be debited accordingly by the hotel in line with the payment conditions (see booking note).

The payment obligation has to be fulfilled even in the event of non-arrival, if no cancellation has been made before the expiry of the free cancellation period; the hotel will debit the specified credit card accordingly.

Deviating methods of payment require the agreement of Koelnmesse or the hotel and have to be confirmed in writing.

5. Guaranteed availability of the hotel rooms

Availability of the rooms booked per credit card will be guaranteed by the hotel on the day of arrival.

The customer is obliged to inform the hotel, if the guests intend to arrive after 6 p.m.

In order to guarantee a booking, valid credit card details are necessary. If the credit card has been debited with the complete sum of the accommodation costs or the sum has been paid in advance before arrival (guaranteed booking), the reserved rooms will also be kept free for arrival after 6 p.m.

6. Rebookings

Changes to booking data are handled as rebookings. After stating the booking number printed on the booking confirmation, the customer can make alterations to bookings directly via Koelnmesse (hotel-services@koelnmesse.de).

Rebookings that lead to a shorter length of stay, will be dealt with as a cancellation in the sense of point 7. There will be no fees charged for the rebooking. Koelnmesse is not obliged to make rebookings.

7. Cancellation

The customer can cancel the booking at any time by informing Koelnmesse or the hotel. The cancellation has to be declared in writing and the booking number has to be stated. The date the cancellation is received by Koelnmesse (hotel-services@koelnmesse.de) or by the hotel is decisive.

In the event of a cancellation, the hotel can claim for compensation of its expenses and can claim for further damages in accordance with the contractual conditions applicable for the booking.

8. Group Bookings

An online booking for more than 5 rooms is deemed to be a group booking. Special conditions apply for group bookings, these can be provided on request.

9. Liability of Koelnmesse

In the event of claims for compensation for injury to life, limb or health, Koelnmesse is only liable if such damage is caused by intent or negligence in the scope of the legal obligations.

Furthermore, Koelnmesse is exclusively liable for the mediation activity. The liability is limited to intent and gross negligence. Any further liability is excluded.

Koelnmesse is not liable for performance deficiencies in the contractual relationship between the service provider and the customer, in particular, Koelnmesse is not liable for deficiencies that are not within its area of responsibility (i.e. incorrect hotel descriptions, overbooking of the hotel).

Claims made due to the lack of fulfilment of the contractual performances should exclusively be addressed to the respective service provider immediately. Liability for damages/disruptions caused by force majeure is excluded.

10. Final provisions

Should parts of these General Terms and Conditions be or become invalid, this shall not affect the validity of the contract or the

remaining terms and conditions. Ineffective provisions shall be replaced by provisions that come closest to the intended purpose of the parties.

The contract is governed solely by German law. The place of jurisdiction for all disputes, which arise out of the mediation contract between Koelnmesse and the customer, is Cologne.