

General Terms and Conditions for the Hotel Accommodation Contract and Events as well as Other Services of Neo Hotel Linde Esslingen e.K.

I. Scope of application

1. These Terms and Conditions shall apply to contracts for all services and deliveries of the Neo Hotel Linde Esslingen e.K. (hereinafter referred to as the "Hotel"), in particular for the rental of hotel rooms for accommodation purposes, as well as all other services and deliveries provided by the Hotel to the Customer in this context (Hotel Accommodation Contract). The term "Hotel Accommodation Agreement" includes and replaces the following terms: Accommodation contract, guest reception contract, hotel contract, hotel room contract. These Terms and Conditions shall also apply to the rental of conference, banquet and event rooms of the hotel for the purpose of holding events such as banquets, seminars, conferences, exhibitions, presentations, etc., as well as to all other services and supplies provided by the hotel to the customer in this connection.
2. Subletting and re-letting of the rooms and premises and areas provided, as well as their use for purposes other than accommodation, for public invitations or for other advertising measures, for job interviews, sales and similar events and the use of hotel areas outside the rented rooms shall require the prior written consent of the hotel and may be made subject to the payment of additional remuneration, whereby §Section 540, paragraph 1, sentence 2 of the German Civil Code (BGB) is waived insofar as 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.
4. Publications of any kind in which reference is made to the venue shall be sent to the hotel in good time in advance for information. They shall require the hotel's approval.
5. Furthermore, the additional terms and conditions agreed upon at the time of conclusion of the contract shall apply in each case.

II. Conclusion of contract, partners, limitation period

1. The contract shall be concluded by the hotel's acceptance of the customer's application. The hotel is at liberty to confirm the room and/or room booking in text form.
2. The contracting parties are the hotel and the customer. If a third party has placed an order on behalf of the customer, he shall be liable to the hotel together with the customer as joint and several debtors for all obligations arising from the hotel accommodation contract.
3. All claims against the hotel shall become statute-barred one year after the statutory commencement of the limitation period. Claims for damages shall become statute-barred after five years irrespective of knowledge.

III. Prices and services as well as changes to the number of participants or overnight stays and the event time

1. The hotel shall be obliged to keep available the rooms or premises booked by the customer and to provide the agreed services.
2. The customer shall be obliged to pay the hotel's agreed or applicable prices for the provision of the room or premises and the other services used by him. This shall also apply to services and expenses of the hotel to third parties arranged by the customer. The prices shall be determined in accordance with the price list in effect at the time the services are rendered. The agreed prices include the respective statutory value added tax (unless the customer expressly requests that the offer be made in net prices). If the rate of value added tax changes on the day the service is provided, the agreed prices shall change accordingly; the hotel shall be entitled to subsequently charge the increase in value added tax.
3. If fixed prices are stated in the contract and if more than four months elapse between the conclusion of the contract and the provision of services, the hotel shall be entitled to make reasonable price changes.
4. The hotel may make its consent to a subsequent reduction requested by the customer in the number of booked rooms, rooms, conference packages, or another service of the hotel or in the customer's length of stay conditional upon an increase in the price for the rooms and/or for the other services of the hotel.
5. Invoices of the hotel without a due date are payable immediately and without deduction upon receipt of the invoice. The hotel may demand immediate payment of due receivables from the customer at any time. In the event of default in payment, the hotel shall be entitled to charge the respective applicable statutory default interest in the amount of currently 8% or, in the case of legal transactions involving a consumer, in the amount of 5% above the base interest rate. The hotel reserves the right to prove higher damages. For each reminder after the occurrence of default, the customer shall reimburse reminder costs in the amount of EUR 5.00 to the hotel. All other costs incurred in the course of collection shall be borne by the customer.
6. The hotel is entitled to demand a reasonable advance payment or credit card guarantee, a deposit or similar from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in writing in the contract. The statutory provisions shall remain unaffected in the case of advance payments or security deposits for package tours.
7. In justified cases, e.g. payment arrears on the part of the customer, the hotel shall be entitled, even after conclusion of the contract and up to the beginning of the stay, to demand an advance payment or provision of security within the meaning of No. 5 above or an increase in the advance payment or provision of security agreed in the contract up to the full agreed remuneration.
8. Furthermore, the hotel is entitled to demand from the customer a reasonable advance payment or security deposit within the meaning of No.5 above for existing and future claims arising from the contract at the beginning and during the stay.



IV. Withdrawal of the customer (cancellation) / non-utilisation of the hotel's services (No Show)

1. The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in writing in the contract, if another statutory right of withdrawal exists or if the hotel expressly agrees in writing to the cancellation of the contract. If a right of withdrawal has not been agreed or has already expired, or if the hotel's consent to withdrawal is not given in writing, the agreed price under the contract shall be payable even if the customer does not make use of contractual services.
2. If the hotel and the customer have agreed on a date for withdrawal from the contract free of charge, the customer may withdraw from the contract up to that date without triggering claims for payment or damages on the part of the hotel. The customer's right to withdraw from the contract shall expire if he does not exercise his right to withdraw from the contract in writing to the hotel by the agreed date.
3. In any case, the hotel's written consent to the withdrawal must be obtained. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for overnight accommodation with or without breakfast, as well as for package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is free to prove that the aforementioned claim has not arisen or has not arisen in the amount claimed. Cancellation of room bookings free of charge is possible as follows:

For reservations of room allotments of up to 10 rooms - outside trade fair periods:

10 rooms can be canceled free of charge up to 30 days before arrival
5 rooms can be canceled free of charge up to 14 days before arrival
3 rooms can be canceled free of charge up to 7 days before arrival
Up to 12.00 noon on the day before arrival 1 room can be canceled free of charge

For reservations of room allotments of up to 10 rooms during trade fair periods:

10 rooms can be canceled free of charge up to 60 days before arrival
5 rooms can be canceled free of charge up to 30 days before arrival
Up to 14 days before arrival 3 rooms can be canceled free of charge
Up to 7 days before arrival 1 room can be canceled free of charge

For reservations of room allotments of up to 20 rooms - outside trade fair periods:

20 rooms can be canceled free of charge up to 90 days before arrival
15 rooms can be canceled free of charge up to 45 days before arrival
10 rooms can be canceled free of charge up to 30 days before arrival
Up to 14 days before arrival 5 rooms can be canceled free of charge
Up to 7 days before arrival 3 rooms can be canceled free of charge
Up to 12.00 noon on the day before arrival 1 room can be canceled free of charge

For reservations of room allotments of up to 20 rooms during trade fair periods:

20 rooms can be canceled free of charge up to 120 days before arrival
15 rooms can be canceled free of charge up to 90 days before arrival
10 rooms can be canceled free of charge up to 60 days before arrival
Up to 30 days before arrival 5 rooms can be canceled free of charge
Up to 14 days before arrival 3 rooms can be canceled free of charge
Up to 7 days before arrival 1 room can be canceled free of charge

For reservations of room allotments of up to 30 rooms - outside trade fair periods:

30 rooms can be canceled free of charge up to 120 days before arrival
20 rooms can be canceled free of charge up to 90 days before arrival
15 rooms can be canceled free of charge up to 45 days before arrival
Up to 30 days before arrival 10 rooms can be canceled free of charge
Up to 14 days before arrival 5 rooms can be canceled free of charge
Up to 7 days before arrival 3 rooms can be canceled free of charge
Up to 12.00 noon on the day before arrival 1 room can be canceled free of charge

For reservations of room allotments of up to 30 rooms during trade fair periods:

30 rooms can be canceled free of charge up to 150 days before arrival
20 rooms can be canceled free of charge up to 120 days before arrival
15 rooms can be canceled free of charge up to 90 days before arrival
Up to 60 days before arrival 10 rooms can be canceled free of charge
Up to 30 days before arrival 5 rooms can be canceled free of charge
Up to 14 days before arrival 3 rooms can be canceled free of charge
Up to 7 days before arrival 1 room can be canceled free of charge

For reservations of room contingents up to 70 rooms - outside trade fair periods:

For reservations of room allotments of up to 70 rooms - outside trade fair periods:
70 rooms can be canceled free of charge up to 150 days before arrival
30 rooms can be canceled free of charge up to 120 days before arrival
20 rooms can be canceled free of charge up to 90 days before arrival
Up to 45 days before arrival 15 rooms can be canceled free of charge
Up to 30 days before arrival 10 rooms can be canceled free of charge
Up to 14 days before arrival 5 rooms can be canceled free of charge
Up to 7 days before arrival 3 rooms can be canceled free of charge
Up to 12.00 noon on the day before arrival 1 room can be canceled free of charge

For reservations of room allotments of up to 70 rooms during trade fair periods:

70 rooms can be canceled free of charge up to 180 days before arrival
30 rooms can be canceled free of charge up to 150 days before arrival
20 rooms can be canceled free of charge up to 120 days before arrival
Up to 90 days before arrival 15 rooms can be canceled free of charge
Up to 60 days before arrival 10 rooms can be canceled free of charge
Up to 30 days before arrival 5 rooms can be canceled free of charge
Up to 14 days before arrival 3 rooms

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Once the maximum number of rooms canceled at any one time has been reached, no further free cancellations are possible. At <https://www.messe-stuttgart.de> you will find the valid trade fair times. The day before the trade fair is added to the trade fair times. The trade fair period also applies if the trade fair is cancelled and a trade fair period was available at the time of booking.

In the case of cancellations of call-off contingents, the above-mentioned cancellation scales apply to the total contingent. The named cancellation conditions are binding for the calling guest.

If the stay is shortened by individual days, these cancellation conditions and the corresponding deadlines apply in exactly the same way as if the reservation is canceled completely.

4. In the case of booked events, the entire event may be cancelled free of charge up to 90 days before the event. If the right to cancel free of charge has expired, the room rental according to the list price for the booked room shall be due in full in any case. Furthermore, the following scale shall apply

60 - 31 days before the event	Charge of the full room rental according to the price list and 25% of the contractually agreed packages, booked food, drinks and other services
30 - 14 days before the event	Charge of the full room rental according to the price list and 50% of the contractually agreed packages, booked food, drinks and other services
13 - 7 days before the event	Charge of the full room rental according to the price list and 80% of the contractually agreed packages, booked food, drinks and other services
later withdrawal:	full room rental charge according to price list and 100% of the contractually agreed packages, booked food, drinks and other services
5. The calculation of the food turnover is based on the formula: agreed menu price plus drinks x number of participants. If no price has been agreed for the menu, the cheapest 3-course menu of the respective valid event offer shall be taken as a basis. Drinks shall be charged at one third of the menu price. The deduction of expenses saved is taken into account by Nos. 1 to 3. The customer is at liberty to prove that the above-mentioned claim did not arise or did not arise in the amount claimed.
6. In the event of deviations in the number of participants and overnight stays by more than 10%, the hotel shall be entitled to redefine the agreed prices and to exchange the confirmed rooms, unless this is unreasonable for the client.
7. Any change in the number of participants booked for events must be notified to the hotel in writing and reconfirmed by the hotel in writing. The following scale shall apply:

30 days prior to the event	announcement of the actual number of persons = minimum billing basis
14 days prior to the event	3 participants can be cancelled free of charge.
7 days before the event	1 participant can be cancelled free of charge
8. Deviations beyond this will be invoiced to the customer. In the event of an upward deviation, the actual number of participants will be charged. If the number of participants is exceeded by more than 5%, it may not be possible to serve the desired sequence of dishes.
9. If the agreed start or end times of the event are postponed, the hotel may charge an appropriate fee for the additional service provided. If the agreed closing times of the event are postponed and the hotel has to accommodate guests elsewhere due to the delayed evacuation, the client shall bear all costs incurred for this.
10. The customer shall not acquire any claim to the provision of specific rooms or premises.
11. In the case of events lasting beyond 11.00 p.m., the hotel may, unless otherwise agreed, charge for staff costs from that time onwards. Furthermore, the hotel may, on the basis of individual proof, charge staff for travel expenses if they have to travel home after the end of business hours and additional costs are incurred as a result.
12. The customer undertakes to inform the hotel without delay and without being requested to do so, but no later than upon conclusion of the contract, that the provision of services and/or the event, whether due to its political, religious or other character, is likely to give rise to public interest or to affect the interests of the hotel. Newspaper advertisements, other advertising measures and publications which have a reference to the hotel and/or which contain, for example, invitations to job interviews or sales events shall generally require the hotel's written consent. If the client violates this duty of disclosure or if a publication is made without such consent, the hotel shall have the right to cancel this event.

V. Withdrawal of the Hotel

1. If it has been agreed in writing that the customer may withdraw from the contract free of charge within a certain period of time, the hotel shall be entitled for its part to withdraw from the contract during this period if there are enquiries from other customers about the contractually booked rooms and the customer does not waive his right to withdraw upon inquiry by the hotel. This applies accordingly in the case of the granting of an option if other enquiries exist and the customer is not prepared to make a firm booking within a period set by the hotel upon enquiry by the hotel. In this case, a firm booking means that a hotel accommodation contract comes into effect as of this date and the originally agreed, free cancellation period is cancelled.
2. If an agreed or requested advance payment or security deposit is not made even after the expiry of a reasonable period of grace set by the hotel, the hotel shall also be entitled to withdraw from the contract.
3. Furthermore, the hotel shall be entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example in the event of
 - Force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
 - rooms or rooms are booked with misleading or false information or concealment of material facts; material facts may be the identity of the customer, the ability to pay or the purpose of the stay;
 - the hotel has reasonable grounds to assume that the use of the service may jeopardise the smooth operation of the business, the security or the reputation of the hotel in public without this being attributable to the hotel's sphere of control or organisation;
 - there is a violation of Item I.No. 2 above.
4. In the event of justified withdrawal by the hotel, no claim for damages shall arise.
5. The hotel may prevent unauthorised job interviews, sales and similar events or demand that they be cancelled.

VI. Ordering, handing over and returning rooms

1. The customer does not acquire any entitlement to the provision of specific rooms or event rooms.
2. Booked rooms are available to the customer from 3:00 p.m. on the agreed day of arrival. The customer has no right to earlier availability. Unless a later arrival time has been expressly agreed or the room in question has been prepaid, the hotel shall have the right to assign booked rooms to other parties after 6 p.m. without the customer being able to derive any claim against the hotel from this.
3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11.00 a.m. at the latest. Thereafter, due to the delayed vacating of the room, the hotel may charge 50% of the full accommodation price (list price) for its use in excess of the contract until 3.00 p.m., and 100% from 3.00 p.m. onwards. Contractual claims of the customer are not justified by this.

VII. Bringing foods and drinks

As a rule, the customer may not bring food and drinks to events. In special cases, a written agreement may be reached on this; at least a service fee or corkage fee will be charged. In the event of a violation, the hotel shall be entitled to claim a lump-sum compensation per participant for the loss incurred, which would have accrued to the hotel for the provision of the service. The hotel accepts no liability whatsoever for damage to health caused by the consumption of food and drinks brought along.

VIII. Liability of the hotel

1. The hotel shall be liable for its obligations under the contract with the due care of a prudent businessman. Claims of the customer for damages are excluded. Excluded from this are damages from injury to life, body or health if the hotel is responsible for the breach of duty and other damages based on an intentional or grossly negligent breach of duty by the hotel. In the event of disruptions or defects in the hotel's services, the hotel shall endeavour to remedy such upon the customer's immediate complaint. The customer is obligated to contribute what is reasonable to him in order to remedy the disruption and minimise any possible damage.
2. The hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions, i.e. up to one hundred times the room rate, up to a maximum of € 3,500.00 for money, securities and valuables up to € 800.00. The liability claims shall lapse unless the customer notifies the hotel immediately after becoming aware of the loss, destruction or damage (section 703 of the German Civil Code). Liability shall only exist if the rooms have been locked and items have been stored in the locked room safe.
3. Any items left behind by the customer will only be forwarded at the customer's request, risk and expense. The hotel shall keep the items for 4 months and charge a reasonable fee for this if necessary.
4. Insofar as a parking space is made available to the client in the hotel garage or in the hotel car park, even for a fee, this shall not constitute a safekeeping contract. The hotel shall not be liable for the loss of or damage to motor vehicles parked or manoeuvred on the hotel's property or their contents, except in the case of intent or gross negligence.
5. Wake-up calls are carried out by the hotel with the utmost care. No liability shall be assumed. Messages, mail and consignments of goods for the guests will be handled with care. No liability shall be assumed.
6. The hotel shall only be liable in the event of intent or gross negligence. Safekeeping requires express agreement. Offsetting, reduction or retention shall only be permissible for the customer in the case of undisputed counterclaims or counterclaims that have been established by a court of law.
7. In the event of force majeure (fire, strike or similar) or other impediments or impairing circumstances for which the hotel is not responsible (e.g. risk to reputation), in particular those outside the hotel's sphere of influence, the hotel reserves the right to withdraw from the contract without the customer being entitled to any claim, e.g. for damages.

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IX. Liability of the customer

1. The customer shall be liable to the hotel for any damage or loss occurring during the term of the contract, unless the damage is the responsibility of the hotel or was caused by a third party and the third party actually pays compensation, which must be proven by the customer in each case. If the customer is an entrepreneur, he shall be liable for all damage to the building or inventory caused by event participants or visitors, employees, other third parties from his area or himself.
2. The hotel may require the customer to provide appropriate security (e.g. insurance, deposits, guarantees).
3. The attachment of decorative material or the like as well as the use of areas of the hotel outside the rented rooms, e.g. for exhibition purposes, shall require the express written consent of the hotel and may be made subject to the payment of additional remuneration. Decorative material brought into the hotel must comply with fire protection requirements. The hotel shall be entitled to demand official proof thereof. If such proof is not provided, the hotel shall be entitled to remove any material already brought in at the customer's expense. If material is not collected immediately, but at the latest within 12 hours after the end of the events, it shall be stored at the hotel for which the client shall be liable to pay an appropriate fee, at least equal to the rental costs for the room used. Any rubbish left behind by the client may be disposed of by the hotel at the client's expense.
4. Any "official" permits required for an event shall be obtained by the customer in good time at his own expense. The customer shall be responsible for compliance with public law requirements and other regulations. Any fees payable to third parties for the event, in particular GEMA fees, entertainment tax, etc., shall be paid directly to the creditor.
5. Any exhibition or other items, including personal items, carried by the customer shall be at the customer's risk in the event rooms or in the hotel. The hotel accepts no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the hotel.

X. Technical facilities and connections

1. Insofar as the hotel procures technical and other equipment from third parties for the customer at the customer's instigation, it shall act in the name of, on the authority of and for the account of the customer. The customer shall be liable for the careful handling and proper return of the equipment and shall indemnify the hotel against all claims of third parties arising from the provision of this equipment.
2. The use of the customer's own electrical equipment using the hotel's power supply system requires the hotel's written consent. Any disruptions or damage to the hotel's technical equipment resulting from the use of such equipment shall be borne by the customer insofar as the hotel is not responsible for such disruptions or damage. The hotel may record and charge for the electricity costs incurred by such use on a flat-rate basis.
3. Faults in technical or other facilities provided by the hotel shall be remedied immediately as far as possible. Payments may not be withheld or reduced for this reason.
4. Any official permits, conditions and authorisations required for an event shall be obtained by the customer in good time and at its own expense. He/she shall be responsible for compliance with public law requirements and other regulations, compliance with the provisions of noise protection, the Youth Protection Act, etc., as well as the payment of GEMA fees.

XI. Non-smoking hotel / cooking and open fire

The hotel is a non-smoking hotel. Smoking in the hotel rooms and public hotel areas, as well as the hotel garage is prohibited. Smoking out of the hotel windows is also prohibited. The public smoking area is located in the inner courtyard in front of the hotel reception. In case of violation of the smoking ban, the hotel will charge a fee of € 250.00 per violation. Cooking on hotplates brought along, the use of toasters or similar cooking devices as well as barbecuing in the room and on the balconies / terraces is strictly prohibited.

XII. Data protection

Data protection is subject to the German Data Protection Regulation (DSGVO) and the German Telemedia Act (TMG). The collection, storage and processing of personal data of the guest may occur for the execution of the contract. Personal data will only be used for the intended execution of the contract. The guest agrees to the use of his/her personal data for the aforementioned purposes.

In all other respects, the separate data protection provisions apply, which are available on the hotel's website.

XIII. Final Provisions

Amendments or additions to the contract, the acceptance of the application or these General Terms and Conditions shall be made in writing. Unilateral amendments or supplements by the customer shall be invalid.

The place of performance and payment as well as the exclusive place of jurisdiction in commercial transactions shall be the location of the hotel. If a contracting party fulfils the prerequisite of § 38 paragraph 2 of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel under company law.

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.

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 respects, the statutory provisions shall apply.