

## **Guest Accommodation and Mediation Terms and Conditions for Hosts in Bingen am Rhein**

The Bingen Tourismus & Kongress GmbH (BTK) mediates accommodations provided by hosts and private landlords (hotels, guesthouses, pensions, private rooms, and holiday apartments), hereinafter collectively referred to as "hosts," in Bingen according to the current offering.

The following conditions, insofar as they are effectively agreed upon, become an integral part of the guest accommodation/lodging contract that is concluded between the guest and the host in the event of a booking. They supplement the statutory provisions governing the contractual relationship between the guest and the host and regulate the mediation activities of the BTK.

Please read these terms carefully.

### **1. Role of BTK; Scope of These Guest Accommodation Terms**

#### **1.1. The following applies to all contract conclusions:**

- a) The BTK operates the respective websites and is the publisher of corresponding host directories, catalogs, flyers, or other printed and online media, provided it is explicitly identified as such.
- b) Where BTK mediates services provided by hosts (accommodation, meals, and additional services of the host) that do not constitute a significant portion of the total value of the host's services and are neither a key element of the service package offered by the host or the BTK nor advertised as such, BTK acts solely as an intermediary.
- c) BTK has the status of a mediator or provider of linked travel services, provided the legal requirements under § 651w BGB (German Civil Code) for offering linked travel services by BTK are met.
- d) Notwithstanding its obligations as a provider of linked travel services (particularly providing the legally required information form and securing customer payments in case of collection), BTK is neither a travel organizer nor a contractual party in the accommodation contract. BTK is therefore not liable for the host's statements regarding prices and services, the provision of services, or any deficiencies in service.

#### **1.2.**

These guest accommodation terms apply, insofar as they are effectively agreed upon, to all bookings of accommodations where the host directory issued by BTK serves as the booking basis or where bookings are made based on corresponding online offers.

#### **1.3.**

Hosts reserve the right to agree on different guest accommodation terms with the guest in individual cases or to establish regulations that deviate from or supplement these guest accommodation terms.

## **2. Conclusion of Contract, Travel Agents, Information in Hotel Guides; Notice of Right of Withdrawal**

### **2.1.**

By making a booking, the guest, if applicable after receiving non-binding information from the host about available accommodations, submits a binding offer to the host to conclude a guest accommodation contract. This offer is based on the description of the accommodation and the additional information in the booking documents (e.g., location description, classification explanations), provided they are available to the guest at the time of booking.

### **2.2.**

The guest's booking may be made through any booking channel offered by the host, whether verbally, in writing, by telephone, fax, or email.

### **2.3.**

The contract is concluded upon receipt of the declaration of acceptance (booking confirmation) by the host or BTK acting as the host's representative. The declaration of acceptance does not require a specific form, meaning that verbal and telephone confirmations are legally binding for both the guest and the host.

### **2.4.**

As required by law, the guest is informed that, under § 312g (2) sentence 1 no. 9 BGB (German Civil Code), there is no statutory right of withdrawal for guest accommodation contracts concluded through distance selling (letters, catalogs, telephone calls, emails, SMS, or similar) or outside business premises. Instead, only statutory provisions regarding the non-use of rental services (§ 537 BGB) apply (see also Section 6 of these terms).

### **2.5.**

As a general rule, the host will send the guest a written copy of the booking confirmation for verbal or telephone bookings. However, the validity of the guest accommodation contract is not dependent on the receipt of the written confirmation.

### **2.6.**

If the host or BTK offers the possibility of booking accommodation electronically via an online platform, the following applies:

- a) The online booking process is explained to the customer.
- b) The customer can correct or delete individual entries or reset the entire online booking form at any time before submitting the booking.
- c) After selecting the desired accommodation services and entering personal details, all relevant information, including prices, services, booked extras, and any travel insurance, is displayed. The customer can discard or revise the booking before submitting it.
- d) By clicking the "Book with payment obligation" button, the customer submits a binding offer to the host. If the host or BTK confirms the booking within the binding period, a legally binding accommodation contract is concluded.

e) If no real-time booking confirmation is provided, the host or BTK will send an automatic acknowledgment of receipt electronically. This acknowledgment does not constitute a booking confirmation.

f) The guest accommodation contract is concluded once the guest receives the booking confirmation.

#### **2.7.**

If the content of the booking confirmation deviates from the original booking request, it constitutes a new offer. The contract is established based on this new offer if the guest explicitly accepts it, makes a payment, or uses the accommodation.

#### **2.8.**

Travel agents and booking offices are not authorized to make agreements, provide information, or give assurances that alter the agreed contractual terms.

#### **2.9.**

Information in hotel guides or similar directories that are not published by BTK or the host is non-binding, unless expressly agreed upon as part of the host's contractual obligations.

### **3. Non-Binding Reservations (Options)**

#### **3.1.**

Non-binding reservations, which allow the guest to cancel free of charge, require an explicit agreement with BTK or the host.

#### **3.2.**

Unless a non-binding reservation is explicitly agreed upon, a booking is legally binding according to Section 2 of these terms.

#### **3.3.**

If a non-binding reservation is made, the accommodation is held available for the guest until the agreed deadline. If the guest does not confirm by this deadline, the reservation expires without further notification from BTK or the host.

### **4. Prices and Services, Rebookings**

#### **4.1.**

Prices include VAT and all additional costs, unless otherwise stated. However, local taxes (e.g., visitor's tax) and charges for additional services (e.g., electricity, gas, firewood) may be charged separately.

#### **4.2.**

The host's obligations arise exclusively from the booking confirmation and any additional explicit agreements. Guests are advised to document any supplementary agreements in writing.

#### **4.3.**

For rebookings (changes to accommodation type, arrival/departure date, length of stay, meal plan, or additional services), the host may charge a rebooking fee of €15 per change, unless the change is minor.

### **5. Payment**

#### **5.1.**

The due date for deposit and final payment is determined by the agreement with the guest or contracting party as stated in the booking confirmation. If no special agreement is made, the entire accommodation price, including any additional charges for services, is payable at the end of the stay and must be paid directly to the host.

#### **5.2.**

The host may require a deposit after concluding the contract. Unless otherwise agreed, the deposit amounts to 15% of the total accommodation price, including any booked additional services.

#### **5.3.**

Payments in foreign currencies and checks are not accepted. Payments via credit card or EC card are only possible if explicitly agreed upon or if the host generally accepts such payments, as indicated in the accommodation description. Bank transfers at the end of the stay are not permitted.

#### **5.4.**

If the guest fails to make the agreed deposit despite a reminder with a specified deadline, the host is entitled to withdraw from the contract and charge the cancellation fees according to Section 6, provided the host is willing and able to fulfill the contract and no statutory or contractual right of retention applies to the guest.

### **6. Cancellation and No-Show**

#### **6.1.**

In the event of cancellation or no-show, the host retains the right to full payment of the agreed accommodation price, including charges for meals and any additional services.

#### **6.2.**

The host is required to make reasonable efforts to rebook the accommodation for other guests, considering the specific nature of the booked accommodation (e.g., non-smoking room, family room).

#### **6.3.**

The host must offset any revenue from rebooking the accommodation and deduct any saved expenses.

#### **6.4.**

According to legally recognized percentages for calculating saved expenses, the guest or

contracting party must pay the following amounts, based on the total price of the accommodation services, excluding any public taxes (e.g., visitor's tax or tourism levy):

- Holiday apartments/accommodations without meals: 90%
- Bed and breakfast accommodation: 80%
- Half-board accommodation: 70%
- Full-board accommodation: 60%

#### **6.5.**

The guest explicitly retains the right to provide evidence that the host's saved expenses were significantly higher than the deductions mentioned above or that the accommodation or additional services were rebooked or otherwise used. In such cases, the guest or contracting party is only required to pay the lower amount.

#### **6.6.**

It is strongly recommended that guests take out travel cancellation and travel interruption insurance.

#### **6.7.**

For administrative reasons, cancellation requests must be addressed to BTK (not to the host) and should be made in writing in the guest's interest.

### **7. Check-In and Check-Out**

#### **7.1.**

The guest must check in at the agreed time, but no later than 6:00 PM, unless otherwise agreed.

#### **7.2.**

For later arrivals, the following rules apply:

The guest must notify the host by the agreed check-in time if they will be arriving late or starting their stay on a later day (in the case of multi-day bookings).

If the guest fails to provide timely notice, the host is entitled to rebook the accommodation. In such cases, the cancellation fees outlined in Section 6 apply.

If the guest notifies the host of a late arrival, they must pay the agreed price for the booked stay, minus any saved expenses (see Section 6.4 and 6.5), unless the host is contractually or legally responsible for the reason for the delayed check-in.

#### **7.3.**

The guest must vacate the accommodation by 12:00 PM on the agreed departure date, unless otherwise agreed. If the guest fails to vacate the accommodation on time, the host may charge an additional fee. The host retains the right to claim additional damages for late check-out.

### **8. Guest's Obligation to Report Defects, Bringing Pets, Termination by the Host**

#### **8.1.**

The guest must immediately report any defects or disruptions to the host and request remediation. Complaints made only to BTK are insufficient. If the guest fails to report a defect or disruption, they may lose the right to any claims for damages or compensation.

## **8.2.**

The guest may only terminate the contract for significant defects or disruptions. Before doing so, they must grant the host a reasonable deadline to remedy the issue, unless:

- Remediation is impossible
- The host refuses remediation, or
- The guest has a compelling, justifiable reason for immediate termination.

## **8.3. Bringing Pets**

Bringing pets into the accommodation is only permitted if explicitly agreed upon and specified in the accommodation description.

The guest must provide truthful information about the type and size of the pet.

Violations of these rules may entitle the host to extraordinary termination of the contract.

If the guest brings a pet without prior notice or provides incorrect information, the host has the right to deny accommodation, terminate the contract, and charge cancellation fees as per Section 6.

## **9. Limitation of Liability**

### **9.1.**

The host's liability for damages under § 536a BGB (German Civil Code) is excluded unless the damage results from:

- A fundamental breach of contract,
- Breach of duty that endangers the contract's purpose, or
- Injury to life, body, or health due to intent or gross negligence by the host.

### **9.2.**

The innkeeper's liability under §§ 701 ff. BGB (for guests' belongings) remains unaffected.

### **9.3.**

The host is not liable for third-party services (e.g., sports events, theater visits, exhibitions) that are only mediated by the host.

## **10. Statute of Limitations**

### **10.1.**

Claims by the guest against the host expire after three years if they concern:

- Injury to life, body, or health, or
- Other damages due to gross negligence.

### **10.2.**

All other contractual claims expire after one year.

**10.3.**

The limitation period begins at the end of the year in which the claim arose.

**10.4.**

If the guest and host enter negotiations regarding claims, the limitation period is suspended until one party refuses to continue negotiations.

**11. Special Regulations for Pandemics (Including COVID-19)**

**11.1.**

The parties agree that all travel services will be provided in compliance with applicable public health regulations.

**11.2.**

The guest agrees to comply with any usage restrictions or measures set by the service provider and must immediately notify the host in case of symptoms of illness.

**12. Alternative Dispute Resolution, Choice of Law, and Jurisdiction**

**12.1.**

Neither the host nor BTK participates in consumer dispute resolution procedures.

**12.2.**

All contracts are governed exclusively by German law.

**12.3.**

If a guest sues abroad, German law applies exclusively.

**12.4.**

Guests may only sue the host or BTK at their respective business location.

**12.5.**

For business customers, the host's jurisdiction applies.

**12.6.**

These provisions do not override any mandatory EU consumer protection laws.