

General Terms and Conditions Messe Hotel 24 GmbH 01.09.2024

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The use of the MESSE HOTEL 24 website is generally possible without providing personal data. Insofar as personal data (e.g. name, address or e-mail addresses) is collected on these pages, this is always done on a voluntary basis as far as possible. This data will not be passed on to third parties without your express consent. MESSE HOTEL 24 would like to point out that data transmission over the Internet (e.g. when communicating by e-mail) may be subject to security vulnerabilities. Complete protection of data against access by third parties is not possible.

Subject matter of the contract

The subject of the contract is the provision of hotel rooms for a specific period during a specific trade fair/event. The demand for rooms at the trade fair/event generally exceeds the supply on site.

MESSE HOTEL 24 provides the customer with hotel rooms for a specific period of time. The hotel category and the distance to the trade fair/event are decisive. **The customer is not entitled to receive rooms in the hotel named.**

MESSE HOTEL 24 can also fulfil the contract by providing rooms in a hotel of the same category and at a comparable distance from the trade fair/event. The category is determined according to the Dehoga

hotel classification or (if no such classification has been awarded) according to its standards. The distance shall be deemed comparable if the distance to the trade fair/event is no more than 15 km; the shortest distance determined using the google maps route planner shall be decisive.

The subject of the contract is only the provision of the rooms. Additional services such as parking, minibar use, telephone use, drinks, food etc. on site must be obtained by the customer from the hotel and paid for there.

MESSE HOTEL 24 is not obliged to provide the customer with proof of its own hotel bookings, for example through confirmations from the hotels. The customer is not authorised to ask the hotels about the content of the contracts concluded between the hotel and MESSE HOTEL 24.

Conclusion of contract

MESSE HOTEL 24 submits a non-binding offer by e-mail or fax. The customer submits a binding offer to MESSE HOTEL 24 by countersigning and returning it by e-mail or fax, to which he is bound for 7 calendar days. MESSE HOTEL 24 can accept this binding offer from the customer by sending an order confirmation or an invoice by e-mail or fax.

Price fixing/change

The agreed price is binding if the dates of the overnight stay are within 1 year of the conclusion of the contract. If the dates of the overnight stay are more than 1 year after conclusion of the contract, MESSE HOTEL 24 can increase the price by the same amount by which the booked hotel increases the price to MESSE HOTEL 24, but by a maximum of 10%. In the event of a price increase, MESSE HOTEL 24 must prove to the customer that the hotel has increased the price and by how much.

All agreed prices are net prices; VAT is always owed at the currently applicable rate.

Option

MESSE HOTEL 24 can grant the customer the option to book additional rooms for a certain period of time. Unless otherwise agreed in individual cases, the same conditions apply to the rooms that have been opted for as to the rooms already booked. MESSE HOTEL 24 is obliged to keep the opted rooms available during the option period; the option does not result in any obligations for the customer. MESSE HOTEL 24 can request the customer at any time during the option period to make a binding booking for the opted rooms within 24 hours. If the customer does not make a binding booking, MESSE HOTEL 24 can allocate the rooms elsewhere.

Payment/cancellation

Full payment is generally due within 14 calendar days of conclusion of the contract. Deviating from this, the offer may provide for partial payments with different due dates. Payments are to be made in such a way that they are credited to the account of MESSE HOTEL 24 on the due date. If a payment is not made on time, MESSE HOTEL 24 is authorised to make all outstanding payments due immediately.

If the customer has not made a payment by the due date and MESSE HOTEL 24 has set a grace period of at least 10 calendar days, MESSE HOTEL 24 is entitled to reallocate the booked rooms (even partially) and otherwise demand fulfilment - or to withdraw from the contract completely.

Cancellation of the bindingly booked rooms by the customer does not release the customer from full payment.

If the customer cancels the booked rooms (even partially), MESSE HOTEL 24 will endeavour to allocate the rooms elsewhere. If MESSE HOTEL 24 allocates rooms elsewhere, the price achieved elsewhere is

to be offset in favour of the customer. However, in view of the additional agency costs incurred by MESSE HOTEL 24, the customer must always pay 35% of the agreed price as cancellation costs in the event of cancellation (even if the price obtained elsewhere is offset).

Defects

Defects in the booked rooms or hotel facilities must be reported by the customer without delay, either directly to the hotel or by e-mail or fax to MESSE HOTEL 24. The persons accommodated by the customer in the booked rooms are deemed to be vicarious agents of the customer in this respect.

Cancellation/postponement of the trade fair/event

The organisation of the trade fair/event for which the customer requires the rooms at the announced time is not the subject or basis of this contract. The cancellation or postponement is solely at the risk of the customer. MESSE HOTEL 24 is not obliged to provide a free or reduced-cost cancellation or rebooking.

This also applies if the cancellation or postponement of the trade fair/event is due to force majeure. Force majeure is understood to mean an external event that has no operational or personal connection and cannot be averted even with the utmost care that could reasonably be expected. This includes, but is not limited to, war, terrorist attacks, massive violent unrest, a reactor accident or the outbreak of an epidemic or pandemic such as SARS/COV-2.

Applicable law/jurisdiction

The contract is subject exclusively to German law.

The place of jurisdiction for all disputes arising from this contract, regarding its validity and in connection with this contract is Düsseldorf, Germany.

This English version is provided for information purposes only. In the event of a dispute, only the German version of the general terms and conditions is legally binding.

MESSE HOTEL 24 GmbH 01.09.2024