2 CONCLUDING THE CONTRACT, CONTRACT PARTIES, STATUTE OF LIMITATIONS

2.1 The hotel and the customer are the parties to the contract. The contract is concluded by and between the customer and the hotel in the application for a room by the customer. The contract can confirm the room reservation in text form at its discretion.

2.2 All claims against the hotel shall become statute-bound in principle one year after commencement of the statutory limitation period. This does not apply to claims for damages in the event of death or injury, in which case the limitation period is six months. Furthermore, this limitation period shall not apply in the event of a breach of contract or other claims for compensation for damage to personal property, which is not of a kind that can be listed in value terms: lodging, guest accommodation, hotel and hotel room contract.

4.2 If the hotel and the customer have agreed upon a deadline for revocation of the contract, then the hotel retains its entitlement to the remuneration without triggering any claims for payment or damages by the hotel.

5.1 If it has been agreed that the customer may revoke the contract free of charge within a certain period of time set by the hotel, the customer is not prepared to make a firm booking after the hotel makes an inquiry and does not receive an appropriate proposal from the hotel.

5.2 The hotel also has the right to revoke the contract if an advance payment or security agreed or required in accordance with subsection 3.6 and/or subsection 3.7 has not been paid after an appropriate period of grace set by the hotel has expired.

5.3 Further, the hotel has the right, for an objectively legitimate reason, to revoke the contract for extraordinary grounds, in particular in the event of:
- force majeure or other circumstances for which the hotel is not responsible, which render performance of the contract impossible;
- rooms being reserved by culpably providing material facts that are wrong or misleading or by failing to provide material facts; in this context the term material can mean the identity of the customer, the customer’s ability to pay or the purpose of the residence;
- the hotel having reasonable grounds to assume that the use of the service can jeopardize the smooth running of the business, the safety or public reputation of the hotel without this being attributable to the area of responsibility or organization of the hotel;
- the purpose of or the reason for the stay being in violation of the law;
- a breach of subsection 1.2.

5.4 Revocation by the hotel that is justified does not give the customer the right to claim damages.

6.1 The customer does not acquire a right to the provision of specific rooms unless this has been explicitly agreed in text form.

6.2 The reserved rooms shall be available for use by the customer with effect from 15:00 hours on the agreed date of arrival. The customer has no right to earlier availability.

6.3 The rooms shall be vacated and available for use by the hotel by 11:00 noon at the latest on the agreed departure date. After this time, if the room was vacated late, the hotel shall charge the customer the full rental price of one night. The period of time of time lapsing between the date of conclusion of the contract and the date of performance of the contract is longer than four months.

8.2 The place of performance and payment shall be Bonn and the courts of Bonn shall have exclusive jurisdiction over commercial transactions – also over disputes relating to cheques and bills of exchange. If the customer meets the conditions of section 38 (2) German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the courts of Bonn shall have jurisdiction and venue.

8.3 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

8.4 In compliance with its statutory obligation the hotel points out that the European Union has set up an online dispute resolution for consumers disputes ("ODR platform"): http://ec.europa.eu/consumers/odr/

The hotel does not, however, participate in dispute resolution proceedings held before customer dispute resolution bodies.