

The following English version of our Terms and Conditions is purely a free, but analogous translation of our German text (the “Allgemeine Geschäftsbedingungen”). Only the German version shall be deemed to be legally binding.

TERMS & CONDITIONS

1. These Terms and Conditions govern contracts for the rental use of rooms for lodging purposes, as well as all other goods and services rendered by the owner of the rooms, so far as the contract of rental has been entered into directly with us and not through any travel or accommodation agent.
2. The contract shall come into force upon our acceptance in writing of your application. This written acceptance, or confirmation, can also be executed by way of fax or email.
3. On conclusion of the agreement we shall be obliged to reserve the booked room(s) for the agreed number of person(s) at the agreed rental price for the agreed time period. You shall be obligated to pay the agreed rental to us.
4. The total rental amount, including any additional costs for other services used, for example breakfast, shall fundamentally be payable on or before the last day of occupation. We are, upon conclusion of the booking, entitled to require an advance payment or security deposit of 50% (fifty per cent) of the agreed total rental value. In the event that we should request such advance payment, it should be paid within 14 (fourteen) days from the date of such notification. Should the amount not be paid within the stipulated time period, and after we have sent a reminder to pay before a certain date, the room reservation shall lapse and you shall not have any entitlement for room occupation for the respective time period. Your obligation to pay on time shall be upheld and should be read in conjunction with the stipulations in clause 5 hereunder.
5. You need to inform us immediately in writing should you wish to cancel your reservation. In cases of non-occupation (i.e. no-show) or cancellation of the rental agreement we shall still have a right for rental compensation and shall make a flat-rate deduction for saved expenses. In this case, our payment claim shall be 90% (ninety per cent) of the contractually agreed rate for lodging without breakfast, 80% (eighty per cent) for the lodging with breakfast, except where the customer can prove without doubt that the owner did not incur such expenses, in full or in partial.
6. The quoted price for the room(s) shall be the final price including all additional costs as well as the applicable value-added tax, except where otherwise specified. The applicable price shall be per room and mentioned occupancy.
7. We shall have the right to withhold as damages, pawn or security any object that you brought into the room(s) during your stay should you fail to pay the rental amount in full.
8. We shall be liable for damages caused by death, physical damages or damages to health in terms of the statutory provisions. We shall only be liable for other damages that were caused by us, or by persons representing or employed by us, either by intent or gross negligence. Excluded from this limited liability is any loss or damage to goods brought in to the room(s) by the customer in accordance with paragraphs 701 - 704 of the BGB (the civil code of Germany).

9. The legal and contractual relationship between us and the customer shall be governed by German Law. The exclusive court of jurisdiction for complaints against traders, legal private or public persons, or persons domiciled abroad or claims against persons with an unknown domicile, for charges or disputes to a value of lesser than and including EUR 5.000,00 shall be the “Amtsgericht Düsseldorf” (the local District or Magistrate’s Court); for disputes to a value of more than and including EUR 5.000,01 the “Landgericht Düsseldorf” (the local Regional Court).

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