**Ibis Budget Hamburg St. Pauli Messe**
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**Stichwort: „Buko2026“**

**22.10.2026 – 25.10.2026**

Die Zimmer aus dem vorreservierten Kontingent sind buchbar bis zum **30.07.2026** Die Zahlung erfolgt direkt bei Anreise durch die Gäste.
**Die Zimmer können bis drei Tage vor Anreise (D-3 23:59) kostenfrei storniert werden. Bei späterer Stornierung oder Nichtanreise werden Stornierungsgebühren gemäß den ABG der Essendi Germany GmbH berechnet**

**Anreise:** **Abreise:**

**Einzelzimmer:** (pro Zimmer/Nacht € 134,00 inkl. Frühstück + € 3,85 City Tax*) **O**

**Doppelzimmer:** (pro Zimmer/Nacht € 158 inkl. Frühstück + € 5,14 City Tax*) **O**
***Preise sind unter Vorbehalt und basieren auf 2025.**

**Name/n:**

**Firmenanschrift:**

**Privatadresse:**

**Telefonnummer:**

**Bestätigung per E-Mail:**
**(bitte eintragen)**

**Buchungsgarantie**
Bitte gewünschte Garantie der Buchung ankreuzen

☐ 100%ige Vorauszahlung der ersten Nacht per Banküberweisung

☐ Garantie per Kreditkarte
Kartennummer: _ _ _ _ _ _ _ _ XXXX _ _ _ _ gültig bis: _ _ / _ _ Inhaber_____
Aus Sicherheitsgründen sollten nur die ersten 8 und die letzten 4 Ziffern hier eingetragen werden. Soweit erforderlich, sollte die vollständigen Ziffernfolge ausschließlich persönlich/telefonisch kommuniziert werden.

**Gast/Bucher** **Hotel - Rückbestätigung**

_____ _____
**Datum/ Stempel / Unterschrift** **Datum/ Stempel / Unterschrif**

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Registergericht: Amtsgericht München, HRB 181 911
Geschäftsführer: Mario von Hoesslin (Vorsitz), Tarik B´shary, Michael Verhoff
Aufsichtsratsvorsitzender: Volker Büring
USt-IdNr. DE 120493093 – Bankverbindung: UnitCredit AG
IBAN DE69 7002 0270 0015 6482 97 – BIC HYVEDEMMXXX

# General Terms and Conditions for Hotel Accommodation Contracts Last updated 05/2019

**I. Scope of Applicability**

1. These Terms and Conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel (hereinafter "the hotel") for the customer.
2. The prior consent of the hotel in text form is required if rooms provided are to be sublet or rented out or used other than for lodging purposes, whereby Art. 540 par. 1 sentence 2 German Civil Code [*BGB*] is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall apply only if this is previously expressly agreed in text form.

**II. Conclusion of Contract, Contracting Parties, Statute of Limitations**

1. The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm the room reservation in text form.
2. The parties to the contract are the hotel and the customer. If a third party placed the order on behalf of the customer, that party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor together with the customer, insofar as the hotel has a corresponding statement by the third party.
3. Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations. This does not apply to claims for damages or other claims if the latter are based on an intentional or grossly negligent breach of obligation by the hotel.

**III. Services, Prices, Payment, Set-Off**

1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
2. The customer is obligated to pay the applicable or agreed hotel prices for rooms provided and for other services used. This shall also apply to the hotel's services and outlays to third parties initiated by the customer.
3. The prices agreed included the taxes and local taxes applicable at the time when the contract is concluded. They do not include local taxes such as local visitor's tax [*Kurtaxe*] which the customer owes himself or herself under local community law. The prices shall be adjusted accordingly in the event of changes to the statutory value added tax or the introduction, change or elimination of local taxes on the subject matter of the contract after the contract has been entered into. In the case of contracts with consumers this only applies if the period of time elapsing between the date of conclusion of the contract and the date of performance of the contract is longer than four months.
4. The hotel may make its consent to a request which the customer made retrospectively and which aims to reduce the number of rooms reserved, the services provided by the hotel or the duration of the customer's stay, dependent upon reasonably increasing the price of the rooms and/or of the other services of the hotel.
5. Hotel invoices not showing a due date are due and payable in full within ten days of receipt. The hotel shall be entitled at any time to demand payment of any accounts receivable without undue delay. In case of default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 9%, or, in the case of legal transactions with a consumer, in the amount of 5% above the base interest rate. The hotel reserves the right to prove greater damage.
6. The hotel is entitled to require a reasonable advance payment or security deposit, for example in the form of a credit card guarantee, upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in the contract in text form. In the event of advance payments or security deposits for package travel, the provisions of statute shall remain unaffected.
7. In justified cases, e.g. if the customer is in arrears in payment or if the scope of the contract is extended, the hotel shall be entitled to demand, even in the period between conclusion of the contract and the commencement of the customer's stay, an advance payment or security deposit as described under Item 6 above or to increase the advance payment or security deposit stipulated in the contract up to the full agreed price.
8. Furthermore, the hotel shall be entitled to demand, at the beginning or during the customer's stay, an adequate advance payment or security deposit as described under Item 7 above for existing and future accounts receivable arising from this contract, insofar as such payments have not already been made in accordance with the above Items 6 or 7.
9. The customer may set off or reduce a claim by the hotel or exercise a right of retention only in respect of such a claim with a counter-claim that is undisputed or decided with final, *res judicata* effect.
10. The customer agrees to the invoice being sent to the customer via electronic transmission.

**IV. Rescission by Customer (Cancellation, Annulment) / Failure to Use Hotel Services (No Show)**

1. It is only possible for the customer to cancel the contract concluded with the hotel if a cancellation right has been explicitly agreed in the contract, if there is a statutory cancellation right or if the hotel explicitly consents to the cancellation of the contract. The agreement of a right of cancellation as well as the possible consent to a cancellation of the contract shall be made in text form.
2. To the extent that the hotel and customer agreed upon a date for a cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel, unless otherwise agreed.
3. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses. If the rooms are not rented out to a third party, the hotel may demand the contractually agreed compensation and to make a flat-rate deduction for saved expenses. In this case, the customer is obligated to pay 90% of the contractually agreed rate for lodging with or without breakfast, 70% for halfboard, and 60% for full-board arrangements. The customer is at liberty to show that the claim mentioned above was not created or not created in the amount demanded.

**V. Rescission by the Hotel**

1. To the extent that a right of cost-free cancellation within a certain period was agreed for the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive its right of rescission after an inquiry is made and a reasonable period of time set by the hotel.
2. If an agreed advance payment or an advance payment or security deposit demanded pursuant to Clause III, No. 6 and/or 7 is not made, the hotel is likewise entitled to cancel the contract.
3. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if
• *force majeure* or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
• rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose of the stay at the hotel;
• the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
• the purpose of or the reason for the stay being in violation of the law;
• there is a breach of Clause I. No. 2 above.
4. The customer can derive no right to compensation from justified cancellation by the hotel.

**VI. Room Availability, Handover, and Return**

1.The customer does not acquire the right to be provided specific rooms.
2. Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrivaldate. The customer does not have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 12 noon on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50% of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m., and 100% after 6:00 p.m. Customers can derive no contractual claims from these surcharges. The customer is at liberty to show that the claim for usage compensation was not created or that it was significantly lower.

**VII. Liability of the Hotel**

1. The hotel is liable for damage which is accountable for resulting from injury to life, body or health. It is further liable for other damage which is based on an intentional or grosslynegligent breach of duty of the hotel or on an intentional or negligent breach of duties of the hotel typical of the type of contract. Duties typical of the type of contract are those duties which enable the proper execution of the contract altogether and which the customer relies on being performed and is able to rely on being performed. A breach of duty of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agents. More far-reaching claims for damages are excluded unless otherwise provided for in this Clause VII. If there should be any disruptions or deficiencies in the services of the hotel, the hotel shall endeavor to remedy this when it has knowledge thereof or upon a complaint being made without undue delay by the customer. The customer is obliged to contribute what it can be reasonably expected to constribute in order to remedy the disruption and minimzie possible damage.
2. The hotel is liable to the customer in accordance with the provisions of statute for items brought in to the hotel with the customer. The hotel recommends the use of the hotel or room safe. If the customer wishes to bring with him or her money, securities and valuables valued at over Euro 800 or other property items valued at over Euro 3,500, a separate safekeeping agreement must be entered into with the hotel.
3. Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is charged. For loss of or damage to motor vehicles parked or maneuvered on the hotel's property and for the contents thereof, the hotel is only liable in accordance with sentences 1 to 4 of No. 1 above.
4. Wake-up calls are carried out by the hotel with the greatest possible diligence. Messages for customers are handled with care. After prior agreement with the customer, the hotel can accept and store and – if desired – dispatch for a charge mail and consignments of goods. In this connection the hotel is only liable in accordance with sentences 1 to 4 of No. 1 above.

**VIII. Final Provisions**

1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for Hotel Accommodation should be made in text form. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the relevant hotel branch.
3. In the event of dispute, including disputes for checks and bills of exchange, the courts of Munich shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party fulfills the requirements of Art. 38 par. 2 German Code of Civil Procedure [*ZPO*] and does not have a general venue within the country, the courts in the location of the hotel shall have jurisdiction.

4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.

5. Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The same shall apply in case of unintended omissions. The statutory provisions shall also be applicable.