

## **General Terms and Conditions for Online Hotel Booking**

These General Terms and Conditions apply to reservations made by post, fax, email or the hotel reservation system of the Leipziger Messe GmbH (LM).

### **1. Contractual relationship with LM**

LM enables users to book overnight hotel accommodations via LM's hotel reservation system. LM offers no travel services in its own name or on its own behalf; LM is in these matters only the agent. The contractual partner for the lodging contract is the hotel at which you have reserved accommodations.

Please note that the services as described by LM are based on information furnished by the hotels and that LM makes no guarantee regarding the accuracy or completeness of said information.

### **2. Reservations**

- a) On your behalf, LM forwards your reservation to the hotel concerned.
- b) This service is free of charge for the guest. Selling the reservation or brokering room allocations to third parties at higher prices is not permitted. LM reserves the right to cancel existing reservations in the case of violation. Moreover, the assignment or sale of claims against the hotel is not permitted. In such cases the hotel shall be authorised to cancel the booking.
- c) The availability of hotel rooms is subject to demand at the time the reservation is made in writing, as well as being subject to changes undertaken by the service provider.
- d) Special wishes (e.g. king-sized bed, twin room) can only be expressed as unbinding requests and shall be honored according to availability.

### **3. Contract and payment**

- a) Contracts for the overnight hotel accommodations are concluded directly between you and the chosen hotel through the reservation procedure. The guest pays the room price confirmed by LM directly at the hotel upon arrival. All rights and obligations stipulated in §§ 651(a) ff. German Civil Code (BGB) shall apply directly and exclusively to the person booking the room and the selected hotel.
- b) The reservation confirmation, along with directions for finding the hotel, will be sent by email.
- c) Credit card information:  
A credit card will be necessary for the hotel to guarantee the reservation.

d) If a business invoice is desired, please send us a letter of intent to assume the costs on business letterhead 20 workdays prior to arrival. The hotels reserve the right to run credit checks.

#### 4. Provision

The reserved room shall be available from 3:00 p.m. on the appointed date of arrival. The guest shall vacate the room no later than 11:00 a.m. on the agreed day of departure.

#### 5. Changes and cancellations

Any changes or cancellations can only be accepted if submitted in writing to Leipziger Messe and not directly to the hotel:

Fair & Event Service Department  
 Hotel Reservation Team  
 Fax: +49 (0)341-678 8722  
 Email: hotelreservation@leipziger-messe.de

b) Cancellations free of charge are allowed only within the following periods of time:

Number of room nights*	Cancellation period (A)	Extended cancellation period (B) for: Leipzig Book Fair OTWORLD Conference & guest events
1 to 10	up to <b>1</b> week prior to arrival	up to <b>2</b> weeks prior to arrival
11 to 30	All of the room nights may be cancelled up to <b>4</b> weeks prior to arrival.  Half (50%) of the room nights may be cancelled up to <b>2</b> weeks prior to arrival.  Single room nights (maximum of 5) may be cancelled up to <b>1</b> week prior to arrival.	All of the room nights may be cancelled up to <b>8</b> weeks prior to arrival.  Half (50%) of the room nights may be cancelled up to <b>4</b> weeks prior to arrival.  Single room nights (maximum of 5) may be cancelled up to <b>2</b> week prior to arrival.
More than 30	All of the room nights may be cancelled up to <b>8</b> weeks prior to arrival.	All of the room nights may be cancelled up to <b>12</b> weeks prior to arrival.

	<p>Half (50%) of the room nights may be cancelled up to <b>4</b> weeks prior to arrival.</p> <p>A quarter (25%) of the room nights may be cancelled up to <b>2</b> weeks prior to arrival.</p> <p>Single room nights (maximum of 5) may be cancelled up to <b>1</b> week prior to arrival.</p>	<p>Half (50%) of the room nights may be cancelled up to <b>8</b> weeks prior to arrival.</p> <p>A quarter (25%) of the room nights may be cancelled up to <b>4</b> weeks prior to arrival.</p> <p>Single room nights (maximum of 5) may be cancelled up to <b>2</b> week prior to arrival.</p>
More than 50	<p>All of the room nights may be cancelled up to <b>12</b> weeks prior to arrival.</p> <p>Half (50%) of the room nights may be cancelled up to <b>8</b> weeks prior to arrival.</p> <p>A quarter (25%) of the room nights may be cancelled up to <b>4</b> weeks prior to arrival.</p> <p>Single room nights (maximum of 5) may be cancelled up to <b>1</b> week prior to arrival.</p>	<p>All of the room nights may be cancelled up to <b>16</b> weeks prior to arrival.</p> <p>Half (50%) of the room nights may be cancelled up to <b>12</b> weeks prior to arrival.</p> <p>A quarter (25%) of the room nights may be cancelled up to <b>8</b> weeks prior to arrival.</p> <p>Single room nights (maximum of 5) may be cancelled up to <b>2</b> week prior to arrival.</p>

\*Room nights = (number of reserved rooms) x (number of overnights).

The extended cancellation period (B) is valid only for the following events: Leipzig Book Fair, OTWorld and all conference and guest events. The general cancellation period (A) shall apply to hotel reservations in connection with all other trade fair events.

**c)** In case of late cancellation or NoShow the affected hotel will charge 90 % of the room rate for the RoomNights reserved.

In this case, your personal details including the credit card details provided by you as booking guarantee will be forwarded to the hotel.

Please note that in case of early departure the total period reserved must be paid for if the hotel cannot resell the RoomNights, on short notice.

**d)** Cancellation of bookings by unknown users

To avoid abuse of the free reservation system and prevent hotels being burdened unnecessarily with incorrect bookings, LM reserves the right to cancel non-guaranteed reservations in individual cases if LM cannot contact the user at the telephone number provided by the guest. In these cases, no claim for accommodation shall exist. The same applies if the email address specified by the

user has been frequently used to make reservations for which the guest did not turn up or if LM is unable to establish contact with the user via the email address provided. To avoid cancelled reservations due to suspicion of deliberately wrong bookings, users are advised to make guaranteed reservations by providing their credit card number.

## 6. Hotel categories and information

a) The internationally recognised system of star ratings for hotels gives a non-binding indication of hotel quality according to German hotel classification (DEHOGA). All additional information about hotels is based on statements made by the hotels themselves.

b) The hotel category ( \*\*/ \*\*\*/ \*\*\*\*/\*\*\*\*\* stars) as indicated by Leipziger Messe in the hotel reservation is based on personal evaluation following an inspection of each hotel. It is not always identical with a hotel rating according to the German Hotel and Restaurant Association DEHOGA or the hotel category marketed by the hotels.

## 7. Liability

LM shall only be liable for properly informing, consulting and transacting reservations within the scope of the Agency Agreement (Geschäftsbesorgungsvertrages). LM shall not be liable for any of the services to be provided by the hotel. In any such matters, the customer shall contact the hotel only. It is expressly pointed out that any defects or shortcomings must generally be reported onsite and immediately to the hotel and that the hotel must be informed of any claims at the latest one month after the contractually appointed end of the hotel stay. The defects or shortcomings must be stated. Submission in writing with confirmation of receipt is recommended.

The liability of LM within the scope of the Agency Agreement (Geschäftsbesorgungsvertrag) shall be limited to the amount of the price of the overnight accommodation if LM is culpable for gross negligence or intent.

## 8. Data protection

Data entered by the user is processed electronically by LM. Only data required for booking is passed on. Data is not shared for any other purpose. In addition, data is processed in accordance with the statutory provisions for data protection. LM will never pass on personal data to third parties or make any other use thereof without your consent. Information collected and passed on for statistical purposes does not contain any personal data.

## 9. Miscellaneous

Although the utmost care has been taken in assembling the available information, we assume no liability for errors that may arise during data entry or data transfer.

Data may be copied onto other data storage media—in part or in whole—or used for purposes other than those intended here only with the express permission of LM.

All contractual relations are governed by German law. The place of performance is Leipzig, Germany. Legal venue shall be Leipzig, Germany, for all businessmen or those who do not have a German court of jurisdiction. In all other cases, the legally stipulated court of jurisdiction will apply.

LM's website and its contents may only be used for the purpose of making individual enquiries regarding hotel room reservations. Automated enquiries are not permitted. LM's programs and content are copyrighted making any copying impermissible.

© Leipziger Messe GmbH, 2017/02 Dok A5288