

Cancellation Policy



Contract for Accommodation (DEHOGA) The cancellation or non-utilization of reserved hotel rooms

For good reasons, people expect a special relationship characterized by hospitality between the guest and the host. After all, hospitality is the defining element of every gastronomic service. Unfortunately, this relationship is sometimes tainted by legal disputes. People tend to forget that laws that apply to all the fields of business also apply unrestrictedly to the hotel industry. That is probably why people assume that reserving a hotel room is nothing more than a non-binding preliminary inquiry which is binding for the hotelier but which can be cancelled anytime by the guest without fees applying. In order to provide information on the subject and to avoid misunderstandings, we provide a short, non-binding overview over the terms and conditions concerning the cancellation of reserved rooms.

Contract for Accommodation

The accommodation contract is a mixed-type contract with basic elements from the tenancy law and at least one other form of contract such as a sales or service contract. The contract is agreed to through two unanimous - oral or written - declarations of intention, as soon as the offer has been accepted. Asking to reserve a room does not imply that the hotelier now has to make an offer. Instead, the declaration on your part is already an offer for the conclusion of an accommodation contract.

As soon as the room reservation has been accepted by the accommodation facility, a binding accommodation contract exists. This applies even in the case that the parties did not immediately come to an agreement about all of the essential contract elements. The contractual agreement does not become ineffective when the parties decide to determine some of the contract points later or to allow their contractual partner to determine them. The essential content of the accommodation contract is stipulated in § 535 BGB (German Civil Code). According to this, the hotel has to make the booked room available during the requested time. The guest, on the other hand, is obligated to pay the agreed-upon rate. The contract for accommodation must not be treated differently from other contracts under civil law. Unless otherwise stipulated in the contract or in the Terms & Conditions (AGB), the contract cannot be dissolved without both parties agreeing to do so. Regardless of the time of the cancellation and the reasons for it, there is no legal claim to a cancellation free of charge. The reserved room provided by the hotel has to be paid for according to § 535 paragraph 2 BGB. This applies even when the hotel room cannot be used by the guest for reasons the hotel cannot be held responsible for. The payment to be made by the guest despite the non-utilization is frequently listed under "cancellation fee".



Unless otherwise stipulated in the contract or in the Terms & Conditions, the "cancellation fee" is not meant to be a penalty for cancelling a room.

On the contrary, the "cancellation fee" estimates the contractually owed room price minus the expenses saved on the part of the hotel. According to § 537 section 2 of the BGB (German Civil Code), the hotelier must give claim-reducing credit for non-incurred operating costs - such as catering or making bed linens available. The amount of these savings can be determined individually.

According to the relevant legal practice, the usual deductions are:

- overnight stay 10%
- overnight stay w/ breakfast 20%
- overnight stay w/ half-board 30%
- overnight stay w/ full-board 40%

However, the hotel is at liberty to prove higher or lower savings. Furthermore, the hotelier has to further reduce the price if he can rent the now available room to someone else. However, there is no general obligation on part of the hotel to seek a substitute. The hotelier is not allowed to refuse the re-renting of the room to other guests.

DEHOGA legal department

For **ApartInn**, the following cancellation fees apply.

Without apartment hotel agreement, signed by both parties:

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|-------------------------------------|---|
| - up until 2 months before arrival | no cancellation fees |
| - up until 1 month before arrival | 20% of the monthly rate |
| - up until 1 week before arrival | 40% of the monthly rate |
| - during the last w. before arrival | 60% of the monthly rate |
| - after arrival | 80% of the monthly rate but max. 50% of the daily rates of the cancelled nights |

With apartment hotel agreement, signed by both parties (for long-term stays only)

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|---------------------------------------|----------------------|
| - up until 1 month before arrival | no cancellation fees |
| - up until 1 week before arrival | the first 7 days |
| - during the last week before arrival | the first 14 days |
| - after arrival | the first 21 days |

No cancellation fees apply, if we find a substitute!

Reservations are not final until we have received your full address and phone number!

Your ApartInn team