

TERMS AND CONDITIONS OF CONTRACT OF KÖLN-DÜSSELDORFER DEUTSCHE RHEINSCHIFFART AG FOR ACCOMMODATION ON THE HOTEL SHIPS IN THE CITY OF DÜSSELDORF

Dear Guests,

The following terms and conditions, where effectively included, shall govern the accommodation contract concluded between Köln-Düsseldorfer Deutsche Rheinschiffart AG – hereinafter referred to as “KD” – and you. We would advise you to read them carefully.

1. Conclusion of the accommodation contract

1.1. By submitting a booking, which must be made in writing, by fax, through the Internet or by e-mail, the guest commits to concluding an accommodation contract with KD. Bookings are only possible as “guaranteed bookings” in accordance with the following terms of payment (specifically item 2.6).
1.2. Düsseldorf Tourismus GmbH (Benrather Str. 9, 40213 Düsseldorf, Tel. +49 211 17 202-839) – hereinafter referred to as “DT” – shall act solely as a broker procuring the accommodation contract between the guest / customer and KD. DT therefore shall not be responsible for information concerning prices and services and for the services themselves nor for any defects in this regard and/or personal injury or damage to property which may arise in connection with the accommodation on any of the hotel ships. This does not affect any liability of DT under the brokerage contract.
1.3. DT has been commissioned by KD with handling the bookings.
1.4. The accommodation contract with KD shall be effective upon confirmation of the booking, which shall be issued by DT as a representative of KD and may be made in any form. The payment will be collected by KD.
1.5. Where bookings are made through companies, travel agencies, tour operators, clubs, adult education centres, schools, school classes, or other groups, the client and, therefore, the contracting partner of KD and the party liable to pay shall be the respective institution, unless expressly agreed with KD that the person submitting the booking merely acts as a representative of the group members.

2. Cancellation and no-show

2.1. In the event of a cancellation or no-show, KD shall remain entitled to payment of the agreed accommodation charges including meals booked. KD shall be obliged to take into account appropriate deductions for alternative occupancy and saved expenses.
2.2. Relevant case law has established percentages for the assessment of saved expenses according to which the guest / customer is liable to pay the following amounts to KD, related in each case to the total price for accommodation including any extra charges (taking into account that cabin bookings are offered exclusively with breakfast):
2.2.1 Individual cabins (up to 6 cabins per booking) may be cancelled free of charge up to 8 months before the first day of the trip;
2.2.2 Group bookings of 7 cabins or more may be cancelled up to 8 months before the first day of the trip at a cost equal to 75% of the travel price;
2.2.3 from 8 months up to 6 months before the first day of the trip the cancellation charge for all bookings for a cabin with breakfast will amount to 75% of the total travel price;
2.2.4 For cancellations of a cabin with breakfast made 6 months or less before the first day of the trip, a cancellation or no-show charge equal to 90% of the total travel price will be payable.
2.3. It shall be incumbent on the guest / customer to prove to KD that the saved expenses are, in fact, higher than the above allowance of deductions or that alternative occupancy took place. Where such evidence is provided, the guest / customer shall only be obliged to pay the correspondingly smaller amount.
2.4. It is strongly recommended that guests take out a travel cancellation cost insurance.
2.5. Notices of cancellation must be sent as follows: On workdays (excl. Saturdays) between 9:00 and 17:30, directly to DT as the broker commissioned by KD with handling the bookings, using the communication data provided in the booking confirmation.
2.6. Payment is only accepted by credit card (no charge for guest) and bank transfer.

2.7. The following applies to payment and cancellation:

- Payment is due immediately after receipt of the booking confirmation.
- Unless otherwise expressly agreed with KD, the booking may only be cancelled at cost.
- KD shall keep the booking overnight.
- Any cancellation or no-show shall incur a cancellation fee as specified in 2.2 and 2.3 which shall be debited to the credit card. The same shall apply mutatis mutandis to such individual cases where the booking may be cancelled at no cost, but KD fails to receive the notice of cancellation within the period agreed for cancellation at no cost.
If no payment is made for lack of cover or due to objection to charges made against the credit card despite the fact that KD is prepared and able to provide the contractual services accordingly and the customer does not have a legal or contractual right to withhold payments, KD shall be entitled, after sending a reminder and setting a time limit, to withdraw from the contract and to impose a fee on the customer as per item 2.2.

3. Payment

3.1. The total travel price inclusive of all incidental costs is due and payable 4 weeks before the first day of the trip unless otherwise agreed. KD requires a down payment of 10% of the accommodation price on receipt of the booking for group bookings of 10 or more cabins. The balance is due and payable 4 weeks before the first day of the trip.
3.2. Where the guest or client is in arrears with the agreed down payments, the KD may, after sending a reminder and allowing a suitable period of grace, withdraw from the contract and charge the costs as specified at 2.2 above to the guest/client.
3.3. In so far as the credit card data of the guest/client are collected by DT, the sum in question shall not be debited by DT. The latter shall pass on the data to the Host, KD. For bookings as specified at 2.7, in the event of cancellation of the accommodation contract or failure to make full payment in accordance with KD's due demands, the latter shall be entitled to charge the outstanding amounts to the guest's/client's credit card.

4. Obligations of / cancellation by the customer

4.1. The guest shall be obliged to notify DT as the representative of KD immediately of any defects and impairments, and request remedial action. Verbal notices of defect submitted to the shipping company or KD shall not suffice. Withholding notices of defect either intentionally or through negligence may void any claims, or parts thereof, of the guest.
4.2. This contract may only be terminated by the guest on grounds of material defects or impairments. In the first instance after notification, DT as the authorised representative of KD shall be granted an appropriate period to remedy the defect unless remedial action proves impossible, is refused by the ship's personnel, or immediate termination is objectively justified on grounds of special concerns recognised by KD or its authorised representatives in the interest of the guest or where the guest's continued stay is objectively unreasonable for these reasons.

5. Limitation of liability

KD shall not be liable for default in performance in connection with services which, during the stay, are provided and indicated to the guest / customer as third-party services (e.g. sports events, theatre visits, exhibitions, etc.). The same shall apply mutatis mutandis to third-party services arranged and procured at the time of booking the accommodation, provided these services are explicitly indicated as third-party services in the advertisement or the booking confirmation.

6. Statute of limitations

6.1. Contractual claims of the guest / customer against KD based on injury to life, limb or health including contractual claims for damages based on negligent breach of duty by KD or the intentional or negligent breach of duty by its legal representatives or vicarious agents, shall become statute-barred after three years. This shall also apply to claims for reparation of other damages based on grossly negligent breach of duty by KD or an intentional or grossly negligent breach of duty by its legal representatives or vicarious agents.
6.2. All other contractual claims shall become statute-barred after one year.
6.3. The statutes of limitations specified above shall commence in each case at the end of the year in which the claim arose and the guest / customer and KD as the party liable had knowledge, or ought reasonably to have had knowledge without gross negligence, of circumstances which constituted the claim.
6.4. Where negotiations are in progress between the guest and KD about claims asserted or the circumstances constituting the claim, the statute of limitations shall be suspended until the guest or KD refuses to continue the negotiations. The above period of limitation of one year shall commence at the earliest 3 months after the end of the suspension.

7. Applicable law and jurisdiction

7.1. The contract between the guest / customer and KD shall be governed exclusively by German law. The same shall apply to any other legal relations.
7.2. Actions by the guest / customer against KD may be filed exclusively at the place of jurisdiction of the latter.
7.3. The place of jurisdiction for claims of KD against the guest / customer shall be the customer's address. If the guest / customer is a merchant, private or public entity, or a person whose registered address or usual residence is either abroad or not known at the time of the action, the place of jurisdiction shall be the registered address of KD.
7.4. The above provisions shall not apply if and when non-trans-actionable EU regulations or other international regulations are applicable to the contract.

Contracting partner of the accommodation contract:
Köln-Düsseldorfer Deutsche Rheinschiffahrt AG
Frankenwerft 35
50667 Köln

Directors:
Dr. Achim Schloemer (Vorsitzender), Thomas Günther

Düsseldorf District Court HRB 10959, Amtsgericht
Düsseldorf, Ust.-IdNr.: DE 122780510