

Augustus GmbH - Terms and Conditions 2020

The terms below apply to your booking if you book from 1st May 2020.

What these terms cover: when you make a booking with us via our digital channels (such as our website, mobile site or app) or when we make any booking on your behalf these terms and conditions will apply.

You will see your booking referred to as a **Flexible Rate, Non-Refundable Rate and/or Group Booking and/or a booking of Extras**.

If you book ten or more rooms for the same night we will treat this as a Group Booking. These types of bookings are covered by these terms.

When you make a booking on our digital channels you will be asked to click "I accept" and you will not be able to complete your booking if you do not do this; clicking "I accept" confirms that you accept these terms. For your own benefit and protection, you are required to read these terms carefully before making a booking. If you do not understand any point please ask us for further information.

If you have a question in relation to your booking or these terms, please visit our website www.augustus-hotel.de and click on the "Contact Us" link. We will respond to you as quickly as we can, the expected maximum response time is 5 working days.

1. Making a booking and identification required on arrival at the hotel
2. Payment
3. Cancellation, amendments, refunds and no shows
4. Arrival, departure and relocation
5. Your stay – requirements of you and the other members of your booking
6. Extras
7. Pets
8. General
9. Information about us and how to contact us
10. Cookies
11. Augustus Brand
12. Changes to these terms and conditions

- 1.1 Please follow the directions on the website, mobile site or app or as advised to you to make a booking.
- 1.2 If you book ten or more rooms for the same night we will treat this as a "Group Booking".
- 1.3 We will issue you with a confirmation number when a booking has been made. The confirmation number is proof that we have accepted your booking. No booking shall be binding on Augustus GmbH until we issue you with a confirmation number.
- 1.4 Each booking will be for one hotel only. It is not possible to split a booking across multiple hotels.
- 1.5 Your booking is not transferable. You cannot transfer or resell your booking (in whole or in part) or advertise or otherwise offer any Augustus GmbH room for sale and if you do transfer or resell (or attempt to transfer or resell) your booking then we may terminate your booking and retain any money paid to us for such booking. Any bookings resold or transferred may not be honoured and we accept no liability in respect of this. We may also refuse to take any future bookings from you.
- 1.6 You must ensure that the name on a booking is correct at the time of booking as we will not change the name on the booking afterwards.
- 1.7 You are responsible for ensuring that each person who stays at the hotel has their name included in your booking.
- 1.8 Even if you make a booking for someone else's benefit and don't stay yourself, you must comply with these terms.
- 1.9 You must be aged 18 years or over to make a booking with us and you must be aged 18 years or over to stay alone. If a customer arrives at the hotel and is under 18 years of age the customer will not be permitted to stay alone. We may require photo identification (a driver's licence or passport) as proof of age and if the customer is unable to present this to the satisfaction of the hotel we may terminate your booking without refund.

2. Payment

Room Rates

- 2.1 The rate for each room is as published on our website, mobile site or app (as applicable) at the time of your booking on that channel or in the case of a telephone booking as advised to you at the time of booking.
- 2.2 Room rates are per room per night and are inclusive of VAT and exclusive of meals and other Extras. You may be able to add Extras to your booking during the booking process or during your stay. For further details on Extras please see section 6.
- 2.3 Any promotional rates or benefits available to Augustus GmbH employees can only be used in accordance with the terms of such promotional rates or benefits and must not be used by anyone who is not an Augustus GmbH employee unless we explicitly state that this is allowed. Any person staying at an Augustus GmbH hotel using such a promotional rate or benefit may be required to show employee and/or photo identification.
- 2.4 We reserve the right to terminate any booking made using a promotional rate or benefit not in accordance with these terms.
- 2.5 All payments are due in full at the time of booking unless you are otherwise advised by us.
- 2.6 We reserve the right to terminate any booking made where we have been unable to successfully receive payment from the customer on the date of payment being due.

3. Cancellations, amendments, refunds and no shows

Cancellations

- 3.1 Once you have checked into Augustus Hotel Bernkastel-Kues you cannot amend or cancel the related booking.

Flexible rate bookings

- 3.2 Cancellations or amendments to your booking must be completed by 6pm on the day prior to your original check-in date. If you cancel a booking after this time, you will be charged 100% of the reservation.

Non-Refundable rate bookings:

- 3.4 As Non-Refundable Rate bookings are at discounted rates these bookings are not-refundable and non-transferable. If you cancel a booking, you will be charged 100% of the reservation.

Group bookings

- 3.5 You can cancel an entire Group Booking in whole prior to 28 days before your scheduled arrival date by notifying us via email at info@augustus-hotel.de. Your 10% deposit is non-refundable but we will refund any additional monies you have paid (including for any food & beverage extras; all other extras are non-refundable). If you cancel a Group Booking 28 days or less before your scheduled arrival date we will not provide a refund on the room(s), any extras purchased with the booking or any booking fee.

No shows

- 3.6 If you do not arrive at the hotel on the scheduled date of arrival, you will be deemed to be a 'no show' and your booking will be cancelled and in accordance with our cancellation policy no refunds will be made to the customer and all the payment will be charged.

Amendments

- 3.7 All amendments are subject to rate change supplements from the previous booking.

Flexible rate bookings

- 3.8 All amendments must be completed before 6pm on the day prior to your original check-in date. You cannot amend a booking after this time.

Non-Refundable rate bookings:

- 3.9 As Non-Refundable Rate bookings are at discounted rates these bookings are not amendable.

Group bookings

- 3.10 You may make certain amendments to your Group Booking prior to 28 days before the scheduled date of arrival provided that your booking does not drop below ten rooms per night. If you wish to reduce the number of rooms below ten you will need to cancel the Group Booking in its entirety, following the 'Cancellation' process above, and make a new booking.

- 3.11 You can add any additional nights to your Group Booking, subject to availability. Please be aware that you are only able to add nights after your original departure date (via the website only).

Refund process

- 3.12 Where a refund is payable in accordance with our terms and conditions, we will only make refunds to the payment card that you used to make the booking. If you cancel your booking

before you check in, in accordance with these terms we will normally credit refunds within 10 days of cancellation. If you shorten your booking during your stay in accordance with these terms we will normally credit refunds within 10 days of the last day of the original booking. If you are an individual consumer, your statutory rights are unaffected.

Cancellation by Augustus GmbH

- 3.13 If you fail to pay us when you are required to do so or breach these terms we may cancel your booking with immediate effect on notice to you (including by email).
- 3.14 If an event outside our reasonable control is reasonably likely to prevent us from performing your booking we may cancel your booking on notice to you (by email) and will refund in full any payment made by you in respect of such booking to the payment card that you used to make the booking, including any extras and booking fees.

4. Arrival, departure and relocation

- 4.1 You can check in after 3pm on the scheduled date of arrival unless you purchase an early check-in extra with your booking or directly at the hotel, subject always to availability.
- 4.2 You must check-out before the indicated time on your confirmation email on the scheduled date of departure unless you purchase a late check-out extra with your booking or directly at the hotel, subject always to availability. If you do not check out by 11:00hrs then we must charge you the Late Check-Out fee of £10.00 till 14:00hrs and after that the Non-Refundable rate at that time for one night's stay for the applicable room(s).
- 4.3 We operate a relocation policy. If a room is unavailable on arrival, then we agree to provide a room in a third-party hotel and pay the reasonable cost of transport to that alternative hotel or any applicable car park charges; or at your request or, if in our reasonable opinion there is no suitable alternative hotel accommodation available, cancel your booking and refund you any money you have paid in advance for the unavailable room(s) including related food & beverage extras.
- 4.4 If you are due to pay on arrival at the hotel and the process above is followed, we will still take payment for the cost of the booking and any prepaid extras but additional costs over and above the original cost of the booking will be covered by us (i.e. difference in room rates, reasonable transport costs and car park charges).

5. Your stay – requirements of you and the other members of your

booking Accessibility

- 5.1 We provide wheelchair accessible and limited mobility rooms subject to availability. Please specify this requirement at the time of booking.
- 5.2 You must not exceed the maximum specified occupancy for the room type which you have booked. The maximum occupancies are set out below.

Family rooms

The maximum number of occupants is 4 (including babies & children) in the following combinations:

2 adult, 2 children (under 16)

3 adults, 1 children (under 16)

1 adults, 3 children (under 16)

4 adults

Double rooms

2 adults; or

1 adult and 1 children (under 16)

Twin rooms

2 adults; or

1 adult and 1 children (under 16)

Single rooms

1 adult only

- 5.3 We do not permit people under the age of 16 to stay in our hotels alone. You must not leave under 16s unattended in any rooms or public areas at any times.
- 5.4 We will try to assist with any special requests but all room bookings are subject to availability.
- 5.5 We will require you to move rooms if you make a booking or bookings to stay at a hotel for 28 or more days concurrently. If you refuse to do so we may terminate your booking.
- 5.6 In making a booking you agree to not use the Augustus hotel or its facilities to conduct any commercial activity or activity that seeks to gain profit without prior written consent from Augustus GmbH. We may terminate your booking and retain any money paid to us for such booking if we believe that you are in breach of this provision.
- 5.7 Smoking is not permitted in Augustus Hotel other than in designated smoking areas outside the hotel. You must not smoke in any of our hotel, either in the hotel rooms or public areas, or interfere with our fire detection system or with any emergency equipment. If you do so we may terminate your booking and reserve our rights to take any further action. We may either (at our sole discretion) request the immediate repayment of our reasonable costs during your stay or instruct a third party to contact you after your stay to recover our reasonable costs. The reasonable costs we incur if you smoke in our hotel are likely to include costs for specialist cleaning, repair or replacement of damage by you to our property, the cost of the room for any period it is unusable and our administration expenses. If you request it we will send a breakdown of these costs to the address used for the booking.
- 5.8 You must not bring any potentially hazardous or otherwise dangerous items onto our premises.
- 5.9 You must not damage or interfere with any items belonging to us. If you do so we may terminate your booking. You must bring any damage to our hotel or property to our immediate attention. We may either (at our sole discretion) request the immediate repayment of our reasonable costs during your stay or instruct a third party to contact you after your stay to recover the reasonable costs for any repair, replacement or specialist cleaning we incur if you damage our hotel or property. If you request it we will send a breakdown of these costs to the address used for the booking.
- 5.10 Cooking equipment including but not limited to microwave ovens, fridges, deep fat fryers and toasters must not be operated by you in the hotel.
- 5.11 You must not cause any disturbance to any other customers or our staff including but not limited to noise disturbance.

- 5.12 All room keys must be returned to us on check-out. If you don't do this we may charge you for a replacement key or lock as required. In the event that a key is not returned after check-out we request you to contact the hotel to make arrangements for keys to be returned.
- 5.13 If you do not comply with the rules stated above, when staying at our hotel we may terminate your booking and require you to leave the hotel immediately and may retain any money paid to us for such booking. If we consider your non-compliance to be sufficiently serious we may not accept any future reservations from you and/or not allow you entry to or accommodation at any of our hotels.
- 5.14 Your responsibility: If you or any member of your booking causes damage or loss of any kind to us or any other customers, including but not limited to as described in paragraph 5.7 (Smoking) above, you will be responsible for that damage or loss and you as the person who made the booking will be required to pay the costs, including but not limited to those described in this section 5.

6. Extras

- 6.1 We offer certain extras when you make a booking; for more details on extras can be found in the final stage of the booking process.
- 6.2 The room rate excludes any extras unless we expressly agree with you otherwise as part of your booking.
- 6.3 Extras may be purchased after you have made a booking directly at the hotel.
- 6.4 Extras are always subject to availability.
- 6.5 If you have ordered any food & beverage extras with your booking and these are unavailable upon arrival at the hotel we will refund you the price paid by you for those extras.
- 6.6 Food & beverage extras are refundable in accordance with these terms only. All other extras are non-refundable at any time.
- 6.7 We will not transfer extras to another booking and extras, cannot be cancelled unless the related booking is cancelled and refunded. Please refer to section 3 above for more detail on cancellation and when extras may be refunded.

7. Pets

- 7.1 Guide dogs and hearing dogs may be brought into the hotel at free of charge; please notify the hotel in advance that you are intending to bring such dog(s) with you. We accept small pets (cats & dogs) for an extra charge of £8.00 per pet, please check with your hotel before booking.
- 7.2 You must not leave pets unattended in any rooms or public areas at any time and dogs must be kept on leads in public areas always.

8. General

- 8.1 We process your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy as it includes important terms which apply to you. By providing personal information in connection with a booking you consent to such processing on behalf of you and each customer staying with us under such booking.
- 8.2 Additional terms may apply to your use of our digital channels whether you make a reservation through them. These are published on the relevant digital channel. Please take the time to read these as they include important terms which apply to you.
- 8.3 Amendments to these terms: We reserve the right to change these terms from time to time and the terms applicable to your booking are those in force on the date of booking.

- 8.4 Statutory Rights: If you are an individual consumer you have certain legal statutory rights. If any of these terms conflict with a statutory right or the law changes and your statutory rights change, then the statutory rights will prevail over these terms.
- 8.5 Events Beyond our Reasonable Control: We shall not be in breach of these terms or liable for any failure to perform any of our obligations in relation to your booking (such as the provision of room(s) and/or other products and/or services and/or extras) due to any adverse event, act, omission or accident which happens which is beyond our reasonable control including but not limited to flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, partial or full cancellation or delay of major public event, interruption or fire (except by way of our default) or failure of (except by way of our default) electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures. If an event outside our reasonable control is reasonably likely to prevent us from performing your booking we may cancel your booking on notice to you (by email) and will refund in full any payment made by you in respect of such booking to the payment card that you used to make the booking, including any extras and booking fees.
- 8.6 Complaints, Questions and Disputes: If you wish to make a complaint or have a question regarding your booking please click here to contact us using the 'Contact Us' link on our website. We will respond to you as quickly as we can and normally within 4 working days. If you make a complaint to us in relation to your booking and that complaint remains unresolved as between you and us you may use the European Commission's online dispute resolution portal at <https://ec.europa.eu/consumers/odr>. You should note that any decision may not be binding and that neither we nor you are required to participate in online dispute resolution.

Our Liability

- 8.7 We will not be liable for any losses which are not caused by either a breach of these terms by us, our non-compliance with our duties under applicable legislation or our negligence. We will also not be liable for any losses which were not foreseeable to both parties when the contract was formed. Loss is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen for example if you discussed it with us during the booking process.
- 8.8 We want to provide a safe and secure environment for your stay and where necessary we will take appropriate security measures. If an incident occurs during your stay resulting in theft, loss or damage of your property we will carry out an internal investigation. If we do not feel certain that your property was stolen, lost or damaged through any fault of ours, our staff or agents our liability will be limited to the maximum sums of twice the daily rate paid and if an incident is referred to the Police and they draw the same conclusion as us this will also be evidence that our liability is limited to those maximums. If the loss is caused by an act of negligence by the customer, or by an Act of God (such as a flood) our liability will be limited to the maximum sums of £3,500.
- 8.9 In respect of all losses which are not subject to a maximum liability under the clause 8.8 or are not covered by the relevant legislation, our total liability to you for any and all losses shall not exceed twice the total daily rate we charge you for your booking. If your booking includes a number of different daily rates, the average rate will be used.
- 8.10 We will not be liable in any circumstances for any loss or damage to vehicles you bring to the hotel or any property left in them regardless of whether they are parked in a car park connected to the hotel or not.
- 8.11 Nothing in these terms will exclude or limit our liability for fraud or death or personal injury caused by our negligence or any other matter which it would be illegal for us to (or to attempt to) exclude or limit.

- 8.12 Severability: If any provision in these terms is found to be illegal, invalid or unenforceable in whole or in part then the provision will apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable. The legality, validity and enforceability of the remainder of these terms shall not be affected.
- 8.13 Waiver: Any failure by us to enforce our rights or remedies under these terms or otherwise or any delay in enforcing such rights or remedies shall not be construed as a waiver by us of those or any other rights or remedies.
- 8.14 Third Party Rights: This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 8.15 Law: These terms and any non-contractual obligations arising out of or in relation to these terms shall be governed by and will be interpreted in accordance with English law. All disputes arising out of or relating to these terms or any non-contractual obligations arising out of or relating to these terms shall be submitted to the non-exclusive jurisdiction of the English courts.

9. Information about us and how to contact us

- 9.1 For more information please contact Augustus Hotel Bernkastel-Kues, a trading name of Augustus GmbH which has its registered office at 19 Wuppertalstraße, Bernkastel-Kues, D-54470, Germany. (Company No. 05018910, VAT No. 867225209).

10. Cookies

- 10.1 Augustus GmbH uses cookies in our webpages to:
- (a) maintain your session and required details when you browse the Augustus GmbH website, during account registration and during the booking process (session cookie)
 - (b) collect website usage data for statistical/analytics purposes (analytics cookie)
 - (c) direct you to the correct landing page based on your geo-location (geo-targeting cookie)
- 10.2 You may instruct your browser, by changing its settings, to stop accepting cookies or to prompt you before accepting a cookie from the websites that you visit. The Augustus GmbH website will not function properly if cookies are disabled.

11. Augustus Brand

- 11.1 The Augustus GmbH website, mobile site and app, including the booking and other applications, text, graphics, designs, audio and video clips, hotel and destination information and all other content contained within them are the property of Augustus GmbH and/or its content suppliers.
- 11.2 You may use the Augustus GmbH website, mobile site and app and their content solely for personal, non-commercial and private use subject always to applicable copyright laws.
- 11.3 All trademarks, trade names, service marks and all other marks, whether registered or unregistered, on the Augustus GmbH website, mobile site and app are owned by or licensed to Augustus GmbH and may not be used, reproduced or modified without the prior written approval of Augustus GmbH and/or their respective owners.

DISCLAIMER

- 11.4 The Augustus GmbH website, mobile site and app, the services provided and all content contained within them are supplied "as is" and "as available". Augustus GmbH provides no guarantee regarding the website and content. You are solely responsible for your use thereof.

- 11.5 While we will make every effort to ensure that the information on the Augustus GmbH website, mobile site and app is accurate and published in good faith. without affecting any statutory consumer rights that cannot be lawfully excluded or limited, Augustus GmbH does not warrant or represent the accuracy of the information displayed and disclaims to the maximum extent permitted by law all warranties expressed or implied by statute, custom or usage.
- 11.6 Augustus GmbH will not be liable for any direct, indirect, consequential, punitive losses or damage (including without limitation loss of revenue, loss of goodwill, loss of reputation and loss of, or damage to data), arising out of the Augustus GmbH website, mobile site or app or the use thereof or any services purchased from the Augustus GmbH website, mobile site or app, or any errors, inaccuracies or omissions in the services or content provided howsoever caused
- 11.7 The inclusion of all website links on our Augustus GmbH website, mobile site and app does not imply endorsement by Augustus GmbH of such linked sites, or any association with their operations. These sites are outside the control of Augustus GmbH. We will not be responsible for the content on the linked sites or your use thereof.

12. CHANGES TO THE THESE TERMS & CONDITIONS

Augustus GmbH reserves the right to cancel, amend or vary the arrangements and content featured on the Augustus GmbH website, mobile site and app and/or change, amend, vary or add to these Terms and Conditions at any time without prior notice. You will be notified of any changes to these Terms and Conditions as made available on the Augustus GmbH website. Please check the Augustus GmbH website, mobile site and app regularly for updates to these Terms and Conditions.

CONFLICT BETWEEN ENGLISH TEXT AND ANOTHER LANGUAGE TEXT

If there is any conflict or discrepancy between the English text of these Terms and Conditions and any translation thereof into any other language, the English text shall prevail.