



## **General Terms and Conditions Elite Business Travel GmbH - Effective date: 1 February 2026**

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### **Copyright**

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### **Data protection**

The use of the Elite Business Travel GmbH website is generally possible without providing personal data. Insofar as personal data (e.g. name, address or e-mail addresses) is collected on these pages, this is always done on a voluntary basis as far as possible. This data will not be passed on to third parties without your express consent. Elite Business Travel GmbH would like to point out that data transmission over the Internet (e.g. when communicating by e-mail) may be subject to security vulnerabilities. Complete protection of data against access by third parties is not possible.

### **Subject matter of the contract**

The subject of the contract is the provision of hotel rooms for a specific period during a specific trade fair/event. The demand for rooms at the trade fair/event generally exceeds the supply on site.



Elite Business Travel GmbH provides the customer with hotel rooms for a specific period of time. The hotel category and the distance to the trade fair/event are decisive. **The customer is not entitled to receive rooms in the hotel named.**

Elite Business Travel GmbH can also fulfil the contract by providing rooms in a hotel of the same category and at a comparable distance from the trade fair/event. The category is determined according to the Dehoga hotel classification or (if no such classification has been awarded) according to its standards. The distance shall be deemed comparable if the distance to the trade fair/event is no more than 15 km; the shortest distance determined using the google maps route planner shall be decisive.

The subject of the contract is only the provision of the rooms. Additional services such as parking, minibar use, telephone use, drinks, food etc. on site must be obtained by the customer from the hotel and paid for there.

Elite Business Travel GmbH is not obliged to provide the customer with proof of its own hotel bookings, for example through confirmations from the hotels. The customer is not authorised to ask the hotels about the content of the contracts concluded between the hotel and Elite Business Travel GmbH.

#### **Conclusion of contract**

Elite Business Travel GmbH submits a non-binding offer by e-mail or fax. The customer submits a binding offer to Elite Business Travel GmbH by countersigning and returning it by e-mail or fax, to which he is bound for 7 calendar days. Elite Business Travel GmbH can accept this binding offer from the customer by sending an order confirmation or an invoice by e-mail or fax.

#### **Price fixing/change**

The agreed price is binding if the dates of the overnight stay are within 1 year of the conclusion of the contract. If the dates of the overnight stay are more than 1 year after conclusion of the contract, Elite Business Travel GmbH can increase the price by the same amount by which the booked hotel increases the price to Elite Business Travel GmbH, but by a maximum of 10%. In the event of a price increase, Elite Business Travel GmbH must prove to the customer that the hotel has increased the price and by how much.

All agreed prices are net prices; VAT is always owed at the currently applicable rate.

#### **Option**

Elite Business Travel GmbH can grant the customer the option to book additional rooms for a certain period of time. Unless otherwise agreed in individual cases, the same conditions apply to the rooms that have been opted for as to the rooms already booked. Elite Business Travel GmbH is obliged to keep the opted rooms available during the option period; the option does not result in any obligations for the customer. Elite Business Travel GmbH can request the customer at any time during the option period to make a binding booking for the opted rooms within 24 hours. If the customer does not make a binding booking, Elite Business Travel GmbH can allocate the rooms elsewhere.



### **Payment/cancellation**

Full payment is generally due within 14 calendar days of conclusion of the contract. Deviating from this, the offer may provide for partial payments with different due dates. Payments are to be made in such a way that they are credited to the account of Elite Business Travel GmbH on the due date. If a payment is not made on time, Elite Business Travel GmbH is authorised to make all outstanding payments due immediately.

If the customer has not made a payment by the due date and Elite Business Travel GmbH has set a grace period of at least 10 calendar days, Elite Business Travel GmbH is entitled to reallocate the booked rooms (even partially) and otherwise demand fulfilment - or to withdraw from the contract completely.

Cancellation of the bindingly booked rooms by the customer does not release the customer from full payment.

If the customer cancels the booked rooms (even partially), Elite Business Travel GmbH will endeavour to allocate the rooms elsewhere. If Elite Business Travel GmbH allocates rooms elsewhere, the price achieved elsewhere is to be offset in favour of the customer. However, in view of the additional agency costs incurred by Elite Business Travel GmbH, the customer must always pay 35% of the agreed price as cancellation costs in the event of cancellation (even if the price obtained elsewhere is offset).

### **Defects**

Defects in the booked rooms or hotel facilities must be reported by the customer without delay, either directly to the hotel or by e-mail or fax to Elite Business Travel GmbH. The persons accommodated by the customer in the booked rooms are deemed to be vicarious agents of the customer in this respect.

### **Cancellation/postponement of the trade fair/event**

**The organisation of the trade fair/event for which the customer requires the rooms at the announced time is not the subject or basis of this contract.** The cancellation or postponement is solely at the risk of the customer. Elite Business Travel GmbH is not obliged to provide a free or reduced-cost cancellation or rebooking.

**This also applies if the cancellation or postponement of the trade fair/event is due to force majeure.** Force majeure is understood to mean an external event that has no operational or personal connection and cannot be averted even with the utmost care that could reasonably be expected. This includes, but is not limited to, war, terrorist attacks, massive violent unrest, a reactor accident or the outbreak of an epidemic or pandemic such as SARS/COV-2.

### **Applicable law/jurisdiction**

**The contract is subject exclusively to German law.**

**The place of jurisdiction for all disputes arising from this contract, regarding its validity and in connection with this contract is Aachen, Germany.**



**This English version is provided for information purposes only. In the event of a dispute, only the German version of the general terms and conditions is legally binding.**

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