



General Terms and Conditions (GTC) of LyvInn Hotel (As of 21.02.2025)

I. Scope

These GTC apply to contracts for the temporary provision of hotel rooms for accommodation, as well as all other services and deliveries provided by LyvInn Hotels in connection with the customer (hereinafter referred to as: Contract). The term "Contract" encompasses and replaces the following terms: hotel accommodation, lodging, guest accommodation, hotel, and hotel room contract. The term "Customer" is used uniformly for guest, purchaser, tenant, organizer, intermediary, etc. The GTC apply to services and deliveries of LyvInn Hotels (hereinafter referred to as: Hotel) under the following company names:

Hotel Frankfurt Messe: Salima 1 OpCo GmbH, Westendstraße 28, 60325 Frankfurt/Main, Germany

Customer's terms and conditions only apply if expressly agreed upon in advance.

II. Conclusion of Contract

1. The contract is concluded when the hotel accepts the customer's request. Acceptance is confirmed by a booking confirmation from the hotel. The hotel is free to confirm the booking in writing. If payment or authorization of the payment method fails when booking via the hotel's website (www.lyvinn.com), no booking will be made, and therefore, no contract will be established.
2. Contracting parties are the hotel and the customer. If the booking is not made by the customer but by a third party, the third party is jointly and severally liable with the customer to the hotel for all obligations arising from the contract. Regardless of this, the third party is obligated to pass on all booking-related information, especially these GTC, to the customer.
3. Subletting and re-letting of the provided rooms as well as their use for purposes other than accommodation require the hotel's prior written consent.
4. Bookings may only be made by legally competent persons.
5. If a customer makes multiple bookings for individual travelers of up to 4 rooms for the same period, even though booking for a group of five or more rooms is possible, the hotel reserves the right to consolidate the bookings as a group booking and apply the corresponding regulations.
6. The applicable house rules are also part of the contract. They can be requested from the hotel.



III. Services, Prices, Payment

1. The hotel is obliged to provide the booked rooms and to perform the agreed services.
2. The hotel is entitled to accommodate customers at the booked price in another hotel of comparable category and service without any claims for compensation, if there is an important reason, particularly if accommodation in the reserved hotel is not possible. The customer has no claim in this regard.
3. The customer is obliged to pay the agreed or applicable prices of the hotel for the provision of rooms and the other services booked or utilized. This also applies to services commissioned by the customer directly or through the hotel and provided by third parties and advanced by the hotel.
4. The hotel does not accept cash payments.
5. The agreed prices include the taxes and local charges in effect at the time of contract conclusion. Local charges that are owed by the customer under the respective municipal law (e.g., tourist tax) are not included. In case of changes in the legal value-added tax or the introduction, modification, or abolition of local charges related to the object of performance after contract conclusion, the prices will be adjusted accordingly. This applies to contracts with consumers only if the period between contract conclusion and fulfillment of the contract exceeds four months.
6. The hotel's consent to a subsequent change requested by the customer regarding the number or category of booked rooms, hotel services, or length of stay may be conditional on an increase in the price of the room provision and/or other hotel services.
7. The hotel is entitled to request an appropriate advance payment or security deposit, such as a credit card guarantee, upon contract conclusion. The amount and due dates of the advance payment may be agreed upon in writing in the contract.
8. The total price, minus any advance payments already made, is due upon arrival before room allocation and/or service provision unless otherwise agreed.
9. Special conditions apply for groups, which are provided with the offer.
10. Special offers and discounts cannot be combined; the more favorable offer applies. The hotel reserves the right to request corresponding evidence from the customer upon arrival.
11. Invoices from the hotel are due immediately upon receipt without deduction. The customer will be in default no later than 14 days after receipt of an invoice if no payment has been made. In case of default, the hotel is entitled to charge statutory default interest. The statutory default interest currently amounts to 5 percentage points above the base rate for transactions involving consumers.
12. Any bank fees or exchange rate differences incurred during payment are the responsibility of the customer. In the event of chargebacks, the hotel will invoice the customer for the incurred costs.
13. Refunds are generally made via the original payment method used.
14. Booked additional services that are not used cannot be refunded or credited.
15. The customer may only offset or reduce a claim of the hotel with an undisputed or legally determined counterclaim.
16. Our hotels are cashless.
17. Upon check-in, the hotel may request to verify the details on the registration form with a photo ID.



IV. Cancellation by the Customer (Cancellation, Withdrawal) / Non-Utilization of Booked Services (Non-Arrival / "No Show")

The hotel grants the customer a right of withdrawal according to the following provisions:

1. Room bookings for individual travelers:
 - a. Free cancellations are possible until one day before arrival, unless otherwise agreed. Deviations may occur on certain days.
 - b. If a booking has been made, the following cancellation fees will be charged for cancellations on the day of arrival or for non-utilization of the service:
 - i. In the case of a logi rate, 100% of the contractually agreed logi price will be charged.
 - ii. In the case of a rate that combines lodging and services, such as breakfast, 100% of the contractually agreed logi rate will be charged.
 - c. Deviating from the above regulations, bookings with the addition "non-refundable" cannot be canceled free of charge. 100% of the contractually agreed logi price will be charged.
2. Room bookings for groups: Special cancellation conditions for groups are communicated with the offer.
3. The customer's exercise of the right of withdrawal requires text form.

V. Withdrawal by the Hotel

1. If it has been agreed that the customer may withdraw from the contract free of charge within a certain period, the hotel is likewise entitled to withdraw from the contract within this period if there are inquiries from other customers regarding the contractually booked room and the customer, upon the hotel's request with a reasonable deadline, does not waive their right of withdrawal.
2. If an advance payment or security deposit agreed upon or required pursuant to Section III, Clauses 7, 8, and 11 is not made even after a reasonable grace period set by the hotel has expired, the hotel is entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, particularly if:
 - Force majeure (including pandemics) or other circumstances beyond the hotel's control make it impossible to fulfill the contract;
 - If the hotel is required to close due to official orders or legal measures in connection with a pandemic or epidemic, the guest shall not be entitled to any compensation or reimbursement claims;
 - Rooms or facilities are booked under misleading or false information or by concealing essential facts; essential facts may include the identity of the customer, their financial solvency, or the purpose of their stay;
 - The hotel has justified cause to believe that the use of its services may jeopardize the smooth operation of the business, the safety, or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization;
 - The purpose or reason for the stay is unlawful;



- A violation of Section II, Clauses 3 or 4, or Section VI, Clauses 4 or 8 to 9 has occurred;
 - The hotel becomes aware that the customer's financial situation has significantly deteriorated after the conclusion of the contract, particularly if the customer does not settle due claims of the hotel or does not provide sufficient security, thereby endangering the hotel's payment claims;
 - The customer has filed an application for insolvency proceedings over their assets, has made a sworn affidavit pursuant to § 802 c (3) of the Code of Civil Procedure, has initiated an out-of-court procedure for debt settlement, or has suspended payments;
 - Insolvency proceedings have been opened over the customer's assets or the opening of such proceedings has been rejected due to insufficient assets or for other reasons.
4. The justified withdrawal by the hotel does not entitle the customer to claim damages.

VI. Arrival and Departure, Other Provisions for Hotel Stay

1. The customer has no claim to the provision of specific rooms unless the hotel has explicitly confirmed the allocation of specific rooms in writing.
2. For group bookings with accommodation in multi-bed rooms, the hotel determines the room allocation.
3. Booked rooms are available to the customer from 3:00 PM on the agreed arrival day. The customer has no right to an earlier check-in. Early check-in always requires the hotel's approval.
4. On the agreed departure day, rooms must be vacated and made available to the hotel by no later than 11:00 AM. After this time, the hotel may charge 100% of the full applicable room rate for any extended use of the room, in addition to any damage incurred. This does not establish any contractual claims for the customer.
For pre-booked late check-out, the departure time is extended until no later than 3:00 PM.
5. For groups, a list of all participants, including full names and dates of birth, must be provided to the hotel no later than three days before arrival.
6. If the total number of arriving persons exceeds the contractually agreed number, there is no entitlement to accommodation for the additional persons.
7. Persons under the age of 18 are not permitted to stay in dormitory rooms. In private rooms, minors may only stay if accompanied by a parent or at least one adult authorized by the legal guardians, or with written consent and a copy of the ID of a legal guardian. The latter is only accepted for minors aged 16 and above. These regulations do not apply to group travelers accompanied by an adult authorized by the legal guardians. The hotel reserves the right to refuse accommodation for minors in individual cases.
8. Children older than three years must be accommodated in their own beds. Parents/legal guardians must ensure that children sleep exclusively in the lower beds to minimize accident risks. A limited number of children's beds are available and must be booked in advance. Parents/legal guardians are responsible for fulfilling their duty of care. The hotel is not liable for any damages.
9. Bringing pets or noise-generating medical equipment (e.g., ventilators/oxygen devices) is only permitted in private rooms. The hotel may refuse accommodation for animals in individual cases. Pets must always be registered with the hotel in advance. The hotel charges a fee of €20.00 per pet per night.
10. If breakfast is booked, it will be served following the overnight stay.
11. The hotel reserves the right to expel guests who violate the house rules or significantly disrupt hotel operations without reimbursement of the room price.



12. To protect guests and employees, public areas of the hotel may be monitored by video surveillance. Data processing is carried out in accordance with applicable data protection regulations.

VII. Liability and Limitation

1. The customer is liable for inventory damage caused by willful misconduct or negligence, as well as for severe contamination. If the responsible party within a group cannot be identified, the entire group shall be jointly and severally liable. Damages or costs for the removal of severe contamination must be paid on-site or will be invoiced afterward if the hotel incurs costs due to, for example, fire department or other emergency services being called. This also applies to damages and severe contamination discovered only after the departure of the customer or group.
2. Smoking is strictly prohibited in all areas of the hotel. In case of violation, the hotel will charge a fee of €500. The same applies to tampering with smoke detectors or unauthorized opening of emergency doors. The hotel reserves the right to claim higher damages if, for example, a fire department operation is billed to the hotel or if a fire caused by unauthorized smoking results in damage to hotel property. The smoking ban includes not only tobacco products but also e-cigarettes, vaporizers, or similar devices.
3. If disruptions or defects occur in the hotel's services, the hotel will strive to provide a remedy upon immediate notification by the customer. If the customer fails to report a defect to the hotel due to negligence, they will not be entitled to a reduction of the contractually agreed price.
4. The hotel is liable for damages that it is responsible for, arising from injury to life, body, or health. Furthermore, it is liable for other damages resulting from an intentional or grossly negligent breach of duty by the hotel or from an intentional or negligent violation of contractual obligations. The liability of the hotel is equivalent to that of its legal representatives or vicarious agents. Any further claims for damages are excluded unless otherwise specified below.
5. If the customer is provided with a parking space in the hotel garage or on a hotel parking lot, whether free of charge or for a fee, this does not constitute a safekeeping contract. The hotel assumes no duty of surveillance.
6. Messages, mail, and packages for customers will be handled with care. The hotel undertakes the delivery, storage, and, upon request, forwarding of such items for a fee, as well as the safekeeping of lost property upon inquiry. The delivery address of the hotel may differ from the hotel's or company's registered address. Claims for damages, except in cases of gross negligence or intent, are excluded. The hotel is entitled to hand over these items to the local lost and found office after a maximum storage period of one month, subject to a reasonable fee.
7. The customer's claims for damages must be asserted within two years from the time the customer becomes aware of the damage; otherwise, they are excluded. This does not apply to the hotel's liability for damages arising from injury to life, body, or health, as well as for other damages resulting from intentional or grossly negligent breaches of duty by the hotel, its legal representatives, or vicarious agents.
8. The hotel assumes no liability for the loss, damage, or theft of luggage or valuables that are placed or stored in public or unsecured areas of the hotel, including luggage storage rooms. The use of these facilities is at the guest's own risk. It is recommended to store valuables securely or in a safe, if available.
9. The hotel is not liable for the loss or theft of valuables kept in hotel rooms unless gross negligence or intent by the hotel is proven.



10. **Disclaimer:** Climbing on, jumping from, or improper use of bunk beds is strictly prohibited. The hotel assumes no liability for damages or injuries resulting from falls from a bunk bed or its ladder.

VIII. Final Provisions

1. Amendments or additions to the contract, the acceptance of the application, or these General Terms and Conditions should be made in text form. Unilateral changes or additions by the customer are invalid.
2. The place of performance and payment is the registered office of the hotel.
3. The exclusive place of jurisdiction – including for disputes concerning checks and bills of exchange – in commercial transactions is the registered office of the hotel. If a contractual partner does not have a general place of jurisdiction within the country, the place of jurisdiction shall be the registered office of the hotel. However, the hotel is also entitled to initiate legal proceedings at the customer's general place of jurisdiction.
4. The law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-law rules is excluded.
5. Should individual provisions of these General Terms and Conditions for hotel accommodation be invalid or void, the validity of the remaining provisions shall not be affected. Otherwise, the statutory provisions apply.
6. LyvInn Hotels unequivocally distances itself from radicalism, discrimination, xenophobia, and violence and reserves the right to refuse accommodation to individuals who do not share this stance.