



**Willkommen an Bord.**

General Terms and Conditions for the  
provision of accommodation on  
hotel ships operated by KD ( Köln Düsseldorfer  
Deutsche Rheinschiffahrt GmbH )

## **I. SCOPE**

1. These conditions of business apply to agreements concerning the renting out of hotel rooms on hotel ships by KD for accommodation purposes as well as to all other goods and services of the hotel ship provided to the customer in this connection (hotel agreement).
2. The subletting or re-letting of the rooms as well as using for purposes other than accommodation are prohibited unless agreed upon beforehand.
3. 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.
4. The General Terms and Conditions of the customer shall only apply if KD has expressly given prior written agreement.

## **II. AGREEMENT CONCLUSION; AGREEMENT PARTNER; LIMITATION**

1. The agreement comes into effect with the acceptance of the customer's request by KD or by KD's partners in providing hotel accommodation.
2. KD and the customer are contract partners. If a third party has ordered for the customer, they shall be liable to KD together with the customer for all the obligations from the hotel agreement provided KD has a corresponding declaration from the third party to that effect.
3. All claims against KD shall lapse after one year as from the legal start of the limitation period. Damage compensation claims become time-barred, independently of any knowledge, in five years, provided they have not been asserted on the basis of injury to life, body, health or liberty. In the latter cases these claims for damages become time-barred, independently of any knowledge, in ten years. The time-barring reductions do not apply to claims based on a deliberate or negligent violation of duty by KD.

## **III. SERVICES, PRICES, PAYMENT, OFFSETTING**

1. KD is obliged to have the rooms booked by the customer available and to provide the agreed services.
2. The customer is obliged to pay KD's agreed or valid prices for the accommodation and further services used. This also applies to services arranged by the customer and to expenses paid by KD to third parties.
3. The total accommodation price inclusive of all incidental costs is due and payable 6 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 6 weeks before the first day of the trip.
4. If the customer falls into arrears with payment KD is entitled to charge default interest at a rate of 5% over the base interest rate. KD reserves the right to provide proof that the damage incurred was greater. Where the guest or client is in arrears with the agreed down payments, KD may, after sending a reminder and allowing a suitable period of grace, withdraw from the contract and charge the costs as specified at IV.1 below to the guest/client.

#### **IV. WITHDRAWAL OF THE CUSTOMER (CANCELLATION)/ NON-USE OF THE SERVICES OF KD (NO SHOW)**

1. A withdrawal of the customer from the contract concluded with KD requires the consent of KD in written form. If this does not take place, the agreed price from the contract must be paid even if the customer does not make use of contractual services. In the event of a cancellation or no-show, when not due to reasons of Force Majeur as laid out in clause VI, KD shall remain entitled to 100% 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. If a date has been agreed between KD and the customer for the free withdrawal from the contract in written form, the customer can withdraw from the contract until then without triggering payment or damage claims of KD. The customer's right of withdrawal expires if he does not exercise his right to withdraw from the contract in writing to KD by the agreed date.
3. The guest/client can withdraw from the accommodation contract at any time before the start of the agreed accommodation period. KD may charge the following lump-sum cancellation costs, taking into account the damage to be expected from the cancellation in the normal course of events, based on the total price including all ancillary costs (taking into account the fact that cabin bookings are only offered with breakfast services):
  - 3.1 Up to 6 months before the start of the agreed accommodation period, cabins may be cancelled at 75% of the agreed accommodation price.
  - 3.2 From 6 months before the start of the agreed accommodation period, all bookings can be cancelled at 90% of the agreed accommodation price. This regulation also applies in cases of a so-called no-show.
4. In the case of rooms not used by the customer, KD will attempt to resell the rooms not required, provided that the customer allows a reasonable lead time. Should a successful resale be possible, a processing fee of at least 10% will be charged. KD can demand the contractually agreed remuneration for all rooms booked before the planned arrival date and credit the deduction pro rata for resold rooms to the customer after the final check out date.

The customer is free to prove that the afore-mentioned claim has not arisen or has not arisen in the demanded amount.
5. It is strongly recommended that guests take out a travel cancellation cost insurance

#### **V. WITHDRAWAL OF KD**

1. If it has been agreed in writing that the customer can withdraw from the contract free of charge within a certain period of time, KD is entitled to withdraw from the contract within this period of time, if there are inquiries from other customers regarding the contractually booked rooms and the customer does not waive his right to withdraw from the contract upon inquiry by KD.
2. If an agreed advance payment or provision of security, or one requested in accordance with Clause III.3 above, is not made even after a reasonable grace period set by KD has expired, KD is also entitled to withdraw from the contract.
3. Furthermore, KD is entitled to extraordinarily withdraw from the contract for factually justified reasons, for example if
  - force majeure or other circumstances for which KD is not responsible make the fulfilment of the contract impossible ( see clause VI )
  - rooms or premises are culpably booked under misleading or false declaration of essential contractual facts, e.g. concerning the person of the customer or the purpose of his stay

- KD has reasonable grounds to believe that the use of the hotel services may endanger the smooth operation, safety or public reputation of the hotel ship, without this being attributable to KD's sphere of control or organization
- the purpose or occasion of the stay is unlawful

4. In case of justified withdrawal of KD, the customer has no claim for damages.

#### **VI. FORCE MAJEUR**

1. In the event of force majeure, in particular high water or low water, serious damage to the ship through no fault of KD or obstacles such as defective/closed locks (any cases of force majeure which prevent the ship from reaching the berth agreed upon), strikes, war, civil turmoil, epidemics, natural disasters, acts of terrorism, pandemics, hindrances on account of state sanctions or official travel warnings all rights and obligations of the parties according to this contract shall be suspended. The parties will try to take appropriate measures together to carry out the hotel ship accommodation if at all possible. Should this not be possible with reasonable effort the rights and obligations of the parties shall be suspended.
2. In cases of force majeure there is no liability for the party whose obligations from this charter contract cannot be wholly or partially fulfilled

#### **VII. ROOM PROVISION, HANDOVER AND RETURN**

1. The customer does not acquire any claim to the provision of specific rooms, unless this has been expressly agreed in writing.
2. Booked rooms are available to the customer from 15:00 hours on the agreed day of arrival, unless otherwise agreed in advance. The customer has no claim to earlier provision.
3. On the agreed day of departure the rooms must be vacated and made available to KD by 10:00 a.m. at the latest.

#### **VIII. LUGGAGE, VALUABLES AND OTHER POSSESSIONS**

1. Under no circumstances may dangerous objects be brought on board the ship.

All such articles shall be handed over to the captain of the ship upon embarkation and may be disposed of at his discretion. Pets and other animals are not allowed on board the ship

Any luggage, in particular fragile and valuable items, must be carried by the passengers themselves when entering or leaving the ship. KD is not liable for the loss of or damage to such items and is not liable for goods that KD would not have been allowed on the ship if it had been aware of their existence.

#### **IX. RIGHT TO AMENDMENTS**

1. KD will make all reasonable efforts to provide the hotel accommodation offered on the hotel ships. If the provision of the hotel accommodation is hindered or prevented by Force Majeur ( see clause VI) the client and his belongings can be brought ashore at the place of overnight accommodation or at a place that KD or the captain of the ship can decide upon at its own reasonable discretion, whereby the responsibility of KD ends at this place and the present agreement is considered to be partially fulfilled, or KD can cancel the hotel accommodation offered and refund the passenger any money or fares paid in advance in the event that the client has not yet embarked on board.
2. KD does not guarantee a fixed landing stage but will initially confirm without obligation according to availability. KD is permitted to change - even at short notice - the landing stage due to water levels or other influences without the possibility of raising claims by the customer. KD will consider the needs of the customer as far as possible.

## **X. LIABILITY OF KD**

1. KD is liable for its obligations under the contract and booking Terms and Conditions. Claims of the customer for damages are excluded. Excluded from this are damages resulting from injury to life, body or health if KD is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by KD and damages based on an intentional or negligent breach of duties typical for the contract by KD. A breach of duty by KD is equivalent to that of a legal representative or fulfilment assistant. Should disruptions or defects occur in the services of KD, KD will endeavour to eliminate them as soon as it becomes aware of them or upon immediate complaint by the customer. The customer is obliged to contribute what is reasonably to be expected of him in order to remedy the disturbance and to keep any possible damage to a minimum.
  
3. 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.

## **XI FINAL REGULATIONS**

- a. Amendments and additions to the booking, the acceptance of applications or these General Terms and Conditions of Business should be made in text form. One-sided changes or additions by the customer are invalid.
- b. Place of fulfilment and payment is Cologne.
- c. Exclusive place of jurisdiction - also for disputes concerning cheques and bills of exchange - is the registered office of KD under company law in commercial transactions. If a contractual partner complies with the requirements of § 38 paragraph 2 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction is the registered office of KD under company law.
- d. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and conflict of laws is hereby excluded.
- e. Should individual regulations of these general terms and conditions be or become ineffective or void, the effectiveness of the remaining regulations is not affected. In all other respects the statutory regulations shall apply.

Cologne, 04.06.2021