



Emil-von-Behring-Straße 6  
D - 60424 Frankfurt am Main



## Terms of contract for DERhotel.com

Please read the terms of contract attentively!

1. The contract for DERhotel.com only takes effect after it has been accepted and confirmed by DERTOUR GmbH & Co. KG (in the following shortly DERTOUR).
2. The contract is renewed automatically for one year if not cancelled by one of the parties three months before it ends at the latest. The contract is completed by the yearly renewed prices as well as the information about changes in the hotel facilities.
3. The hotel partner confirms the accuracy and completeness of all information concerning the hotel and its prices by his/her signature. The hotel partner commits himself to inform every employee responsible for reservations about the co-operation with DERhotel.com.
4. The hotel partner commits himself that the mentioned contract rate for DERhotel.com is in no case higher than the rate offered via another hotelbooking engine. Should we realize higher rates in DERhotel.com anyway, the hotel partner commits himself to refund the respective difference to the client. The hotel guarantees DERTOUR access to offered special rates for the sales channel DERhotel.com. These special rates automatically replace the DERhotel.com contract rate for the corresponding period.
5. In case the fair dates are changed by the fair co-ordinator, the agreed special conditions in this contract are to be applied for the new dates. The hotel partner commits himself to inform DERTOUR about such amendments immediately.
6. The hotel agrees to accept cancellations of **not guaranteed bookings** free of charge until 4 p.m. local hotel time the day of arrival. If the client does not arrive, the not guaranteed booking will be cancelled free of charge. In these cases the hotel partner is bound to inform DERTOUR.
7. Bookings guaranteed by credit card are to be hold after 4 p.m. as well. If a cancellation occurs after 4 p.m. respectively after the free cancellation period and despite all efforts it was not possible to sell the hotel room, the hotel is generally allowed to charge the cost of one overnight to the client. The hotel receives the client's credit card number by DERTOUR.
8. If the client cancels directly at the hotel the hotel partner is bound to inform DERTOUR immediately.
9. DERTOUR receives a commission of at least 12% (plus VAT in Germany) for the turnaround generated via DERhotel.com. The commission collection process is outsourced to our partner Net Trans Services who is entitled to collect those commissions on our behalf. We kindly ask you to pay all commissions immediately after the receipt of statements by Net Trans. Please do so in accordance with their requirements (stated on all documents from Net Trans): Via wire/bank transfer:  
Bank: ING Bank Nederland  
Swift address: INGBNL2A  
IBAN: NL96INGB0657459054  
Account: 65.74.59.054  
Owner of bank account: Net Trans Services AS, P.O.Box 529, NO-3101 Tonsberg, Norway  
By cheque: please send together with cheque related booking details (reservation number, clients name and travel date) to the following address:  
Net Trans Services AS  
P.O.Box 529  
NO-3101 Tonsberg  
Norway
10. The participation in DERhotel.com is free of charge for the year 2011. Should this fact change in one of the following years, DERTOUR is bound to inform the hotel immediately. In this case DERTOUR grants an exceptional right to cancel to the hotel.
11. The hotel guarantees that all information required are loaded into the reservation system Pegasus as soon as possible and four weeks after receiving the letter of confirmation with the rateloading information at the latest.

12. If the hotel is not linked to the reservation system Pegasus or wishes an alternative booking transmission, all bookings, amendments and cancellations via DERhotel.com are transmitted by fax. In this case the hotel guarantees the correctness and accessibility of the mentioned fax number as well as an immediate handling. This is valid as well and in particular for bookings made on the day of arrival. These bookings can be made via DERhotel.com until 8 p.m. local hotel time at the day of arrival.
13. In case of booking transmission via fax the hotel is committed to update the DERhoteladministration regularly. Changes in the DERhoteladministration are possible at any time and become active immediately. If a hotel has decided to use the DERhoteladministration, a parallel transfer by fax is only possible in case of technical problems Monday to Friday between 09 a.m. and 6 p.m. CET.
14. DERTOUR only accepts that the agreed contract rates cannot be booked, if the hotel is completely closed in the reservation system Pegasus (last-room-availability).
15. DERTOUR publishes up to six hotel pictures free of charge via DERhotel.com. Please choose different motives (e.g. front-view, room, conference room, restaurant, gym, reception). The pictures should match the following criteria:
  - Format: jpg
  - Colours: RGB-Colours
  - Border-length: Maximum 550 Pixel (on edge or at level)
  - Break-up: 72 dpi
  - File size: maximum 50 KB
  - Transmission: digital (e-mail, floppy disk, CD-ROM etc.)
16. DERTOUR acts as a retailer in the name of the hotel guest. The contract accomplishes between the hotel and the guest directly. All eventually occurring claims against the hotel guest must be asserted directly between these two parties.
17. The via DERhotel.com arranged guest pays directly at the hotel. He does not receive a voucher from DERTOUR.
18. Frankfurt am Main as Court of Justice has been agreed upon. The German law is to be applied.