

General Terms and Conditions for Hotel Accommodation Contracts

Scope

1. These Terms and Conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as for all other services and supplies rendered by the hotel to the customer.
2. The prior written consent of the hotel is required if rooms provided are to be sub-let or rented on to other parties or used for purposes other than lodging purposes.
3. The General Terms and Conditions for the customer shall only apply if this has been explicitly agreed in advance.

Contract conclusion, parties, liability; Limitation period

1. The contract is made when the hotel accepts the customer's application. At its own discretion, the hotel may confirm the room reservation in writing.
2. The contractual parties are the hotel and the customer. If a third party should place the order on behalf of the customer, then that party shall be liable vis-à-vis the hotel for all obligations arising from the Hotel Accommodation Contract.
3. The hotel shall be liable for its obligations taken from the contract. In non-typical areas of services, its liability is limited to cases of intent and gross negligence.
4. Any claims by the customer against the hotel must be lodged within six months. Claims after this time period shall not apply.
5. This limitation of liability and brief limitation period apply in favour of the hotel even in the case of violation of obligations leading up to the contract and positive violation of the contract.

Service, prices, payment, invoicing

1. The hotel is obligated to keep the rooms reserved by the customer available and to provide the agreed services.
2. The customer is obligated to pay the applicable or agreed rates of the hotel for the rooms provided and for any further services provided to the customer by the hotel. This also applies to hotel services and outlays to a third party which are induced by the customer.
3. The agreed rates include the applicable VAT. If the period between the contract conclusions and the contract fulfilment exceed 4 months, and if the rate generally charged for such services increases, then the hotel may raise the contractually agreed prices, but by no more than 10 %.
4. In addition, the rates can be changed by the hotel, if the customer subsequently wishes to make changes to the number of rooms booked, the hotel services or the length of stay, and the hotel consents to such changes.
5. Hotel invoices not showing a due date of payment are payable in full within ten days of receipt. The hotel is entitled to call in the amounts accrued at any time and to demand immediate payment. In the case of delayed payment, the hotel is entitled to charge interest at a rate of 4 % above the current basic interest rate. In the case of overdue invoices, the hotel reserves the right to debit the outstanding amount from the guarantee credit card.
6. The hotel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or subsequently under observation of the legal conditions for package tours. The amount of advance payment and the payment dates may be agreed in writing in the contract.
7. The customer may only offset or reduce amounts due after an undisputed or legally binding claim against the hotel has been settled.
8. During exhibition periods, the hotel can only guarantee reservations if they are provided with a valid credit card number with expiry date.

Withdrawal by the customer (cancellation)

1. Withdrawal by the customer from the contract concluded with the hotel requires the written consent of the hotel. If this is not provided, then the agreed rate from the contract must be paid even if the customer does not avail himself of the contractual services. This does not apply in cases of delayed service by the hotel or in cases when it is impossible to provide services, at the fault of the hotel.
2. Insofar as the hotel and customer have agreed a date of withdrawal from the contract in writing, the customer can then withdraw from the contract, without incurring payment or damage claims from the hotel. The customer's right to withdraw from the contract expires if he does not exercise his right to withdraw in writing to the hotel before the agreed date, in the case that this is not a case of service delay by the hotel or a case when it is impossible to provide services at the fault of the hotel.
3. If rooms are not used by the customer, the hotel must credit the income from other rental of the room as well as the saved expenses.
4. At its discretion, the hotel may require a fixed rate compensation from the customer for any damages incurred. The customer is then obligated to pay 80 % of the contractually agreed rate for the accommodation with or without breakfast.
5. In the case of reservations during exhibition periods, up to 4 weeks before arrival, 50 % of the contractually agreed total price will be charged in the case of cancellation, non-arrival or shortening of the stay. After this time period, 100 % of the full amount will be charged.

Withdrawal by the hotel

1. Insofar as a right to withdraw by the customer within a certain time limit has been agreed, the hotel is also entitled to withdraw from the contract if there are inquiries by other customers regarding the contractually reserved rooms and the customer does not waive his right to withdraw when asked by the hotel.
2. If an agreed advance payment is not made even after a reasonable grace period set by the hotel with warning of cancellation, then the hotel is entitled to withdraw from the contract.
3. In addition, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, for example
 - Ø Acts of god or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
 - Ø Rooms are reserved under misleading or incorrect information of fundamental facts, such as the name of the customer or the purpose;
 - Ø The hotel has just cause to believe that use of the hotel's services may jeopardise the smooth operation of the hotel, its security or public reputation, without being attributed to the hotel management or organisation.
 - Ø There is a violation of clause 2 of the aforementioned **Scope**.
4. The hotel must notify the customer immediately that it is exercising its right of withdrawal.
5. The customer can derive no claim for compensation from the justified withdrawal of the hotel.

Room availability, hand-over and return

1. The customer has no right to the preparation of certain rooms.
2. Reserved rooms are available for the customer from 2.00 p.m. on the agreed day of arrival. The customer has no right to earlier availability.
3. On the agreed day of departure. Rooms must be vacated and made available to the hotel by no later than 12.00 noon. After this time, the hotel is within its rights to charge 50 % of the complete lodging price (listed price) for the damages arising to the hotel through the additional use of the room until 18.00. From 18.00, the hotel is within its rights to charge 100 % of the amount. In case of dispute, the customer is free to provide proof that the hotel has accrued no or significantly less damage.

Liability of the hotel

1. The hotel is liable for the due care and diligence of a prudent merchant. This liability is limited in non-typical service areas to service defects, damage, consequential damage and disruptions, which result from intent or gross negligence on the part of the hotel. In the case that disruptions or defects occur in the hotel service, the hotel will endeavour to provide relief upon becoming aware of the problem or upon the customer's immediate notification of the defect. The customer is liable to contribute reasonable assistance in remedying the disruption and minimising any possible damage.
2. The hotel's liability towards the customer for property introduced into the hotel in accordance with statutory provisions, i.e. up to one hundred times the room rate, not exceeding 3,100.00 EUR and up to 800.00 EUR for money and valuables. Money and valuables up to a maximum amount of 5,000.00 EUR may be stored in the hotel safe. The hotel recommends that guests make use of this possibility. Liability claims expire unless the customer immediately notifies the hotel upon learning of the loss, destruction or damage (§ 703 German Civil Code (BGB)).
3. Unlimited liability of the hotel is governed by legal conditions.
4. Insofar as a parking space is provided to the customer in the hotel garage or in a hotel car park, even against a fee, this does not constitute a safekeeping agreement. The hotel accepts no liability for loss or damage to motor vehicles parked or manoeuvred onto hotel property, nor the contents thereof, except in cases of intent or gross negligence. This also applies to those employed at the hotel.
5. Wake-up calls are provided by the hotel with the greatest diligence possible. Damage claims are not applicable in these cases, except for gross negligence or intentional acts.
6. Messages, mail and merchandise deliveries for guests are handled with care. The hotel undertakes to deliver, hold and, for a fee, forward (on request) such items. Damage claims, excepting cases of gross negligence or intentional acts, are not applicable here.

Final Provisions

1. Changes or amendments to the contract, the acceptance or order or these Terms and Conditions for Hotel Accommodation should be made in writing. One-sided changes or supplements by the customer are not valid.
2. The place of fulfilment and payment is the location of the hotel.
3. In the event of dispute (including checks and bill disputes), the courts at the location of the hotel have exclusive jurisdiction for commercial traffic. Insofar as a contractual party fulfils the prerequisites of § 38, clause 1 of the German Code of Civil Procedure (ZPO) and does not have a general jurisdiction within the country, the courts at the location of the hotel shall have jurisdiction.
4. The contract is governed and shall be construed in accordance with the laws of the Federal Republic of Germany.
5. In the case that individual provisions of these General Terms and Conditions for Hotel Accommodation are or become invalid, the efficacy of the remaining provisions shall remain unaffected. Legal regulations shall also apply here.