

General Terms and Conditions of Hotel Accommodation Contract



Scope

1. These general terms and conditions apply to contracts concerning the method of renting out hotel rooms for accommodation and all other products and services provided by the hotel.
2. The sub- or re-letting of the relevant rooms as well as their use for purposes other than accommodation requires the prior written authorisation of the hotel.
3. General terms and conditions of the customer are only applicable if this has been agreed upon in advance.

Conclusion of contract, partners, statute of limitations

1. The contract is established by the hotel's acceptance of the request of the customer. The hotel is free to confirm the room booking in writing if it so desires.
2. Partners in the contract are the hotel and the customer. If a third party has ordered a room for the customer, that third party is jointly liable, together with the customer, as co-debtor for all obligations stemming from the hotel accommodation contract to the extent that the hotel presents a suitable declaration from the third party.
3. The hotel assumes liability for its obligations stemming from the contract. In areas that are not components of the services or products of the hotel, the hotel's liability is limited to intent and gross negligence.
4. The statute of limitations for all claims of the customer is 6 months.
5. This limitation of liability and short statute of limitations period also apply in favour of the hotel in case of the breach of obligations upon initiation of the contract and positive contractual violation.

Service, prices, payment, settlement

1. The hotel is obliged to keep the room that the customer has booked ready for him, and to supply the agreed upon services.
2. The customer is obliged to pay the hotel's applicable or agreed-upon prices for the provision of the room and the other services that he uses in the hotel. This also applies to services and expenditures for which the hotel pays a third party on behalf of (ordered by) the customer.
3. The agreed upon prices include the currently applicable value added tax. Should the period of time between the conclusion of the contract and the fulfilment of the contract exceed 4 months, and should the price that the hotel generally charges for such services increase, this may increase the contractually agreed price, but at the most only by 10 %.
4. The hotel may also change its prices if the customer requests later changes in the number of rooms booked, the services of the hotel or the duration of his stay and the hotel agrees with these changes.
5. In case of a rise of the VAT, we reserve ourselves the right to adjust the offered rates and prices.
6. Invoices of the hotel without due dates are payable within 10 days of their receipt, without deductions. The hotel is authorised to

make overdue claims payable immediately at any time and to demand their

immediate payment. If these are not paid, the hotel is authorised to calculate interest in the amount of 5 % over the current basic interest rate as per § 1 of the Discount rate transition law or the relevant successive interest rate of the European Central Bank. The customer reserves the right to demonstrate a lesser, and the hotel a greater, level of loss.

7. The hotel is authorised, upon conclusion of the contract and thereafter, with consideration of the legal stipulations for package travel, to demand a suitable prepayment or guarantee. The amount of the prepayment and the payment deadline can be established in writing in the contract.

8. The customer can only settle or decrease a claim of the hotel with an undisputed or legally valid claim.

Withdrawal of the Customer (cancellation, rescission)

1. A withdrawal of the customer from the contract concluded with the hotel requires the written authorisation of the hotel. If this does not take place, the agreed upon price in the contract must also be paid if the customer does not make use of contractual services. This does not apply in instances in which there are delays in the services of the hotel or if it is impossible for the hotel to provide said services through no fault of its own.
2. If a deadline for withdrawal from the contract has been agreed upon in writing between the hotel and the customer, the customer may withdraw from the contract up to that point, without this giving the hotel any right to claims for payment or damages. The right of the customer to withdraw is cancelled if he does not exercise his right of withdrawal by the established deadline in writing to the hotel, as long as the instance of failure by the hotel to provide services is not based upon an inability to provide said services attributable to the hotel itself.
3. With regard to rooms not used by the customer, the hotel must calculate the profit from other renting of the accommodation to another source as well as the expenses that the hotel would not have incurred.
4. Reservations by the guest that the hotel makes for him are subject to the following withdrawal deadlines:

Individual guests

1 room	2 day
2-5 rooms	5 days
6-10 rooms	14 days

After the conclusion of the withdrawal deadline, the reservation turns into a fixed booking. Notifications of withdrawal must be in writing, (letter, fax, or email). In the event of no-show the hotel charges 80 % of the package rate agreed by contract.

Additionally, the following cancellation terms apply:

Cancellation date (Calendar day before the provision of service)	Right of the hotel
Up to 59 rooms inclusively up to 42 days before arrival, respectively starting from 60 rooms up to 60 days before arrival	Free
Up to 30 days before arrival	50 % ...
Up to 21 days before arrival	60 % ...
7 to 21 days before arrival	70 % ...
Fewer than 7 days before arrival	90 % ...

... of the contractually agreed package price.

Withdrawal of the hotel

1. To the extent that a right of withdrawal on the part of the customer within a certain period of time has been agreed upon in writing, during that time the hotel is authorised to withdraw from the contract if requests from other customers for the rooms that come in at a later point are present and, when asked by the hotel, the customer states that he does not wish to relinquish his right of withdrawal.
2. If an agreed upon advance payment is not effected, even after the passage of a suitable time granted by the hotel with a warning of possible lack of fulfilment of the contract, the hotel is similarly authorised to withdraw from the contract.
3. The hotel is also authorised to withdraw from the contract under extraordinary conditions, on commercially justified grounds, for example if :
 - a. Force majeure or other circumstances not in the power of the hotel make the fulfilment of the contract impossible;
 - b. Rooms were booked with the application of misleading or false significant statements, for example in terms of the person of the customer or his intentions;
 - c. The hotel has well-founded reason to assume that the customer's use of the hotel's services represents a threat to the smooth business operations, the security or the reputation of the hotel in public, without this being attributable to the ownership and/or organisation of the hotel;
 - d. A violation of paragraph 2 above has been committed.
4. The hotel must immediately inform the customer of its exercise of the right of withdrawal.
5. Upon justified withdrawal of the hotel, the customer has no right to damages.

Availability of rooms, transfer to customer and return to hotel

1. The customer acquires no right to the provision of certain specific rooms.
2. Booked rooms are at the disposal of the customer commencing at 3:00 p.m. on the agreed upon arrival day. The customer has no right to earlier availability.
3. On the agreed upon departure day, the rooms are to be made available to the hotel at the latest by 12 noon. Subsequently, with regard to the loss that it incurs for the additional use of the room until 6 p.m., the hotel may charge 50 % of the full accommodation price (list price), and commencing at 6 p.m., 100 %. The customer is free to point out to the hotel that the latter has incurred no loss or only incurred a significantly lesser loss than claimed.

Liability of the hotel

1. The hotel guarantees due diligence on its part. This guarantee is, in areas not typical of its services, nonetheless limited to deficiency in service, damage, consequential damage or malfunction based on intent or gross negligence on the part of the hotel. Should malfunctions or defects occur with regard to the services of the hotel, if it is aware of these matters or in response to a complaint from the customer, the hotel shall immediately take steps to correct the situation. The customer is obliged to grant such assistance as can be expected of him to correct any malfunctions and to keep possible damage to a minimum.

2. According to the legal provisions the hotel is liable, with respect to items that the customer brings into the hotel, up to a sum of one hundred times the price of the room, that is to say at most € 3,000, as well as for money and objects of value up to € 750. Objects of value up to a greatest value of € 5,000 may be stored in the room safe, and up to a value of € 30,000 in the customers' lock box of the hotel safe. The hotel recommends that the customer make use of this option. The right to claims is cancelled if the customer does not inform the hotel immediately upon becoming aware of any loss, disturbance or damage (§ 703 German Civil Code).

3. With regard to the unlimited liability of the hotel, the legal provisions apply.

4. To the extent that the customer may be provided with a parking place, including a paid parking place, this does not result in the conclusion of any custody contract. The hotel is not liable for loss of goods or damage to vehicles parked or placed on the hotel premises, or of or to their contents, except in cases of intent or gross negligence. This also applies for auxiliary personnel of the hotel.

5. The hotel carries out wake-up instructions with great care. Nonetheless, claims for damages in this context, except in case of gross negligence or intent, are ruled out.

6. Messages, post and goods shipments for the guests are handled with great care. The hotel shall handle delivery, storage and – on request – the forwarding of such items (at an extra charge). Claims for damages, except in case of gross negligence or intent, are ruled out.

Final provision

1. Changes in or additions to the contract, the acceptance of the contract or these business terms and conditions for hotel accommodation must be effected in writing. Unilateral changes or additions by the customer are invalid.

2. Place of fulfilment and payment is the domicile of the hotel.

3. Sole place of jurisdiction – including for cheque and exchange disputes – is, in commercial matters, the domicile of the hotel. To the extent that a contractual partner fulfils the conditions of § 38 Paragraph 1 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction within the country, the domicile of the hotel shall be considered to be the place of jurisdiction.

4. German law applies.

5. Should any individual terms and/or conditions of these general terms and conditions for hotel accommodation be or become ineffective or null, this does not compromise the effectiveness of the remaining terms and conditions. Otherwise the legal provisions apply.