

General Terms and Conditions for the Hotel Accommodation Contract

I. Scope of application

1. These terms and conditions apply to hotel accommodation contracts as well as all other services and deliveries provided by the hotel for the guest.
2. Deviating provisions, also insofar as they are contained in the general terms and conditions of the guest or the orderer, shall not apply unless they are expressly acknowledged in writing by the hotel.

II. Conclusion of contract

1. In response to a booking request by the guest, a hotel accommodation contract is concluded with the corresponding booking confirmation by the hotel.
2. The contracting parties are the hotel and the guest. If a third party makes the booking on behalf of the guest, he shall be liable to the hotel as the orderer together with the guest as joint and several debtors for all obligations arising from the contract, provided that the hotel has received a corresponding declaration from the orderer. Irrespective of this, each ordering party is obliged to pass on to the guest all information relevant to the booking, in particular these General Terms and Conditions.
3. The subletting or reletting of the rooms provided as well as their use for purposes other than accommodation require the prior written consent of the hotel.

III. Services, Prices, Payments

1. The hotel is obliged to keep the rooms booked by the guest ready in accordance with these General Terms and Conditions and to provide the agreed services.
2. The guest is obliged to pay the prices of the hotel applicable or agreed for the provision of the room and the other services used by the guest. This shall also apply to services and expenses of the hotel vis-à-vis third parties arranged by the guest or the customer.
3. The agreed prices include the respective statutory value added tax. If the period between conclusion and fulfilment of the contract exceeds four months and if the price generally charged by the hotel for such services and expenses increases, this may increase the contractually agreed price by a reasonable amount, but by a maximum of 10%.
4. The prices may also be changed by the hotel if the guest subsequently requests changes in the number of rooms booked, the services provided by the hotel or the length of stay of the guests and the hotel agrees to such changes.
5. Invoices of the hotel are payable immediately upon receipt without deduction. The guest shall be in default at the latest if he/she does not make payment within 30 days after the due date and receipt of an invoice; this shall only apply to a guest who is a consumer if these consequences have been specifically pointed out in the invoice.
6. In the event of default in payment, the hotel shall be entitled to charge consumers interest on arrears at a rate of 5% above the base rate. In business transactions, the default interest rate shall be 8% above the base interest rate. The hotel reserves the right to claim higher damages. The hotel may charge a reminder fee of € 5.00 for each reminder sent after the occurrence of default.
7. The hotel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and its due date may be agreed in writing in the contract. The hotel shall further be entitled to call due any claims accrued during the guest's stay at the hotel by issuing an interim invoice at any time and to demand immediate payment.
8. The guest may only set off or reduce the price with an undisputed or legally established claim of the hotel.

IV. Withdrawal of the guest, Cancellation

1. The hotel grants the guest the right to withdraw at any time.
The following provisions apply:
 - a. I In the case of a guest's withdrawal from the booking, the hotel shall be entitled to appropriate compensation.
 - b. The hotel has the right to claim a cancellation fee from the guest instead of a specifically calculated compensation. The flat-rate cancellation fee amounts to 80% of the contractually agreed price for overnight stays with or without breakfast, 70% of the contractual price for overnight stays with half board and 60% of the contractually agreed price for overnight stays with full board arrangement. The guest is at liberty to prove that the hotel has suffered no loss or that the loss incurred by the hotel is lower than the compensation lump sum demanded.
 - c. If the hotel calculates the compensation in concrete terms, the amount of compensation shall not exceed the amount of the contractually agreed price for the service to be provided by the hotel less the value of the expenses saved by the hotel and what the hotel acquires through other uses of the hotel services.
2. The above regulations on compensation apply accordingly if the guest does not make use of the booked room or services without giving notice in time.
3. If the hotel has granted the guest an option in the contract to withdraw from the contract within a certain period of time without further legal consequences, the hotel shall not be entitled to compensation. The receipt of the declaration of withdrawal by the hotel is decisive for the timeliness. The guest must declare the withdrawal in writing.

V. Withdrawal of the hotel

1. Insofar as the guest has been granted a right of withdrawal free of charge in accordance with Clause IV, Paragraph 2, the hotel is also entitled to withdraw from the contract within the agreed period if there are enquiries from other guests about the booked rooms and the guest does not finally confirm the booking when asked by the hotel.

2. If an advance payment or security deposit agreed in accordance with Clause III, Paragraph 7 is not made within a period set for this purpose, the hotel shall also be entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to withdraw from the contract for good cause, in particular if
 - a. force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract
 - b. Rooms are booked under misleading or false statements of material facts, e.g. regarding the person of the guest or the purpose of the booking
 - c. the hotel has reasonable grounds to assume that the use of the hotel service may jeopardise the smooth running of the business, the security or the reputation of the hotel in public without this being attributable to the hotel's sphere of control or organisation
 - d. there is an unauthorised subletting or subletting in accordance with number II paragraph 3
 - e. a case of number VI paragraph 3 exists
 - f. the hotel becomes aware of circumstances that the financial circumstances of the guest have deteriorated significantly after conclusion of the contract, in particular if the guest does not settle due claims of the hotel or does not provide sufficient security and payment claims of the hotel therefore appear to be at risk
 - g. the guest has filed an application for the opening of insolvency proceedings against his/her assets, has submitted an affidavit in accordance with § 807 of the Code of Civil Procedure, has initiated extrajudicial proceedings for the settlement of debts or has ceased payments
 - h. insolvency proceedings are opened against the assets of the guest or the opening of such proceedings is rejected for lack of assets or for other reasons .
4. The hotel shall immediately notify the guest in writing of the exercise of the right of withdrawal.
5. In the aforementioned cases of withdrawal, the guest shall have no claim to compensation for damages.

VI. Arrival, Departure

1. The guest does not acquire a claim to the provision of specific rooms unless the hotel has confirmed the provision of specific rooms in writing.
2. Booked rooms are available to the guest from 2:00 p.m. on the agreed day of arrival. The guest has no right to earlier availability.
3. Booked rooms are to be claimed by the guest by 6:00 p.m. at the latest on the agreed day of arrival. Unless a later arrival time has been expressly agreed, the hotel shall have the right to assign booked rooms to other parties after 6:00 p.m. without the guest being able to derive any claims for compensation from this. The hotel has a right of withdrawal in this respect.
4. Should the booked room not be available on the day of arrival, the guest agrees to make use of a comparable alternative hotel selected by the contracting partner at the same conditions, without any further claims for damages being possible.
5. The cleaning of a room during the stay is generally carried out between 9:00 am and 1:00 pm. Should the chambermaid be denied access to the room during this time by means of a "don't disturb" card, the guest has no claim to later cleaning. The guest will receive fresh towels and toiletries at the door, any change of linen will be made up for the next day.
6. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. Thereafter, the hotel may charge the daily room rate for the additional use of the room until 6:00 p.m. in addition to any damage incurred by the hotel as a result; after 6:00 p.m., the hotel may charge 100% of the full valid room rate. The guest is at liberty to prove to the hotel that the hotel has not incurred any damage or that the damage is significantly lower.

VII. Liability of the hotel

1. The hotel shall be liable for its obligations under the contract with the due care of a prudent businessman. Claims of the customer for damages are excluded. Excluded from this are damages arising from injury to life, body or health if the hotel is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by the hotel and damages based on an intentional or negligent breach of duties typical for the contract by the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. In the event of disruptions or defects in the hotel's services, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to him in order to remedy the disruption and keep any possible damage to a minimum. The hotel shall be liable to the customer for items brought in in accordance with the statutory provisions, i.e. up to one hundred times the room rate, up to a maximum of € 3,500.00, as well as for money, securities and valuables may be stored in the room safe up to a maximum value of € 800.00. The hotel recommends making use of this possibility. Liability claims expire if the customer does not notify the hotel immediately after becoming aware of loss, destruction or damage (§703 BGB). For further liability, the above number VII 1, sentences 2-4, shall apply accordingly.
2. Wake-up calls are carried out by the hotel with the utmost care. Messages, mail and consignments of goods for the guests will be handled with care. The hotel shall undertake the delivery, safekeeping and - on request - forwarding of the same against payment. No. VII 1. sentences 2-4 above shall apply accordingly.
3. All claims against the hotel shall become statute-barred at the latest after two years from the time at which the guest becomes aware of the damage or, irrespective of such knowledge, at the latest after three years from the time of the damaging event. This does not apply to liability for damages arising from injury to life, body or health

or for other damages based on an intentional or grossly negligent breach of duty by the hotel, a legal representative or vicarious agent of the hotel.

VIII. Liability of the guest

1. The guest shall be liable to the hotel for all damage culpably caused by himself, his fellow travelers or his visitors. This applies in particular to damage to the furnishings, excessive soiling, damage caused by smoking in non-smoking rooms, deliberate deactivation of smoke detectors, theft or other consequential damage caused by improper use.
2. The hotel expressly reserves the right to assert claims for damages in such cases. There shall be no lump-sum quantification of the damage; the claim for compensation shall be based on the specific damage incurred. The guest is at liberty to prove that no or less damage has been incurred.
3. The hotel is entitled to demand a deposit or security deposit to cover possible claims for damages.

IX. Final Provisions

1. Amendments or supplements to the contract, the acceptance of the application or these terms and conditions for hotel accommodation shall be made in writing. Unilateral amendments or supplements 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 - also for disputes regarding cheques and bills of exchange - in commercial transactions shall be the registered office of the hotel. Insofar as a contractual partner fulfils the prerequisite of § 38 Paragraph 1 of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.
4. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions (severability clause). In all other respects, the statutory provisions shall apply.