

General Terms and Conditions for Hotel Accommodation Contracts

Stand: 1. Juni 2020

I. Scope of Applicability

1. These terms and conditions apply to contracts for the rent of hotel rooms for accommodation purposes and to all other goods and services supplied to the customer by the hotel.
2. In order to sublet the rooms that have been rented, or to use the hotel rooms for other purposes than for accommodation, customer must obtain the prior written consent of the hotel. § 540 paragraph 1, sentence 2 of the German Civil Code is not applicable insofar as the customer is not a consumer.
3. The customer's general terms and conditions are applicable only when previously agreed in writing.
4. Furthermore the written provisions and conditions of each contract are valid.

II. Conclusion of a Contract, Parties, Liability, Statute of Limitations

1. The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm the room reservation in writing.
2. If a third party placed the order on behalf of the customer, the aforementioned third party, together with the customer shall be liable as joint debtor vis-à-vis the hotel for all obligations arising from the hotel accommodation contract only if the hotel has an appropriate declaration to this effect from the third party. Beside this, the third party is obligated to forward all relevant information, especially the Terms and Conditions of Business, to the guest.
3. Any claims against the hotel shall be limited to 6 months.
4. These liability restrictions as well as their limited time period also apply for the protection of the hotel in case of violation of the contract obligations.
5. The customer must inform the hotel without being asked, at the latest upon conclusion of the contract, if the customer's use of the hotel service/s is likely to endanger the smooth operation of the hotel, the security or the reputation of the hotel in the public eye.

III. Services, Prices, Payment, Compensation

1. The hotel is obliged to provide the capacities booked by the customer and the goods/ services agreed upon.
2. The customer is obliged to pay the applicable or agreed prices of the hotel for rooms provided and for other services supplied. This shall also apply to goods and services (including extra services such as consumption, telephone calls etc.) used by those accommodated in the hotel on the basis of this agreement and / or by participants in the event or by visitors.
3. All prices include VAT. Should the period between conclusion and fulfillment of the agreement exceed four months and should the statutory value-added tax change within that period, then the prices shall be adjusted accordingly. Should the value-added tax change to the date when the service/s will be fulfilled, the hotel will consider the alteration of this in the prices and in the billing to the customer.
4. Should the period between conclusion and fulfillment of the agreement exceed four months and should the price the hotel generally charges for such services increase, then the price contractually agreed upon may be increased by a reasonable amount, subject however to a maximum of 5%. The maximum shall be increased by another 5% for each additional year between conclusion and fulfillment of the agreement in excess of the four months. Price changes according to number 3 shall not be considered.
5. Moreover, the hotel may change prices if the customer later wishes to make changes to the number of rooms reserved, the hotel services to be provided, or the length of guests' stay, subject to the hotel's consenting to such changes.
6. Unless otherwise agreed, the hotel's invoices are payable and due immediately, without deduction. The hotel is entitled at any time to make accumulated accounts receivable due and to demand payment without undue delay. Upon default of payment, the hotel is entitled to demand the appropriate applicable statutory default interest. The hotel reserves the right to prove greater damage. All costs incurred for the purpose of collection must be borne by the customer.
7. The hotel is entitled to require the payment of a reasonable deposit or the provision of security either on or after the conclusion of the contract. The amount of an advance payment and payment dates may be agreed in writing in the hotel booking contract. The hotel is also entitled to demand immediate payments during the stay of the guest.

8. The customer is only entitled to offset claims which have been recognized as valid or which are legally final and binding against claims of the Hotel.

9. Pets may only be brought in if the hotel has consented beforehand, and a charge may be imposed.

10. A fine of Euro 150,00 will apply if the non-smoking policy in non-smoking rooms is not respected.

11. The hotel is entitled to demand a security deposit and/ or a reservation on the credit card of the guest. The requested amount depends on the length of guest`s stay, for example. The deposit / the credit card reservation will be used for setting an outstanding amount at check/out of the guest. If there are no outstanding amounts, the deposit will be given back in full to the guest. If not changed in a payment, the credit card reservation fails normally after an average period of 14 days. Depending of the card holders bank this can also happen before or after 14 days.

12. The hotel reserves the right to care for replacement accommodation / services for the guest, if the hotel is unable to provide the contracted services by itself, no matter, for which reason.

IV. Withdrawal by Customer (Cancellation, Annulment)

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel`s written consent. If consent is not given, then the price agreed in the contract must be paid even if the customer does not make use of the contractual services. If any right of cancellation granted has not been exerted within the term agreed, then the right shall have become extinct on expiry of the term end the agreement shall remain in full force with the consequence that the customer must pay the agreed consideration even if it does not use the goods and services ordered, in particular the function rooms reserved.

2. If the rooms are not used by the customer, the hotel must give an appropriate credit for the income from renting the rooms to other parties and also for saved expenses. At their discretion, the hotel may demand the contractually agreed compensation and make a flat-rate deduction for saved expenses. In this case, the customer is obliged to pay 90 per cent of the contractually agreed rate for accommodation with or without breakfast or for packages (also including external services). The customer is at liberty to show that the claim mentioned above was or was not incurred to the amount demanded.

3. The customer is not entitled to extraordinarily withdraw from the contract in the event of force majeure, in particular Covid-19, for which the customer is not responsible, make it impossible to fulfill the contract or make it unreasonably difficult for the customer.

V. Cancellation by the Hotel

1. If and in so far as the customer has been granted a free-of-charge right of cancellation in a written agreement, the hotel shall, within the, appropriate time period, be entitled to rescind the contract itself if the hotel has inquiries by third parties for the rooms/services reserved by the customer and the customer, informed about this fact by the hotel and asked to waive its right of cancellation, does not waive its right of cancellation. The same applies to the granting of an option if there are other inquiries and the customer is, if requested by the hotel, not prepared to make a fixed booking. Fixed booking means, the contract starts on this day and a previously agreed free-of-charge cancellation is no longer valid.

2. If a prepayment is agreed with the customer and the customer fails to pay even after a reasonable extension set by the hotel warning that payment will not be accepted on expiry of the extension, the hotel shall be entitled to rescind the agreement or claim damages for non-fulfillment. IV.2) shall apply by analogy to the assessment of the loss.

3. Furthermore, the hotel shall be entitled to rescind the agreement for substantive cause, e.g. if -force majeure or other circumstances for which the hotel cannot be held responsible make it impossible or unreasonably difficult for the hotel to fulfill the agreement; -function rooms and services are booked making misleading or false statements as to material facts, e.g. regarding the customer or the purpose of the rental; -the hotel has justified cause to assume that the use of the hotel's goods and services may endanger the smooth running of the business, security or the hotel's reputation in the public eye, in areas the hotel is unable to control or to organize; -I.2) has been violated.

4. The hotel may also annul any agreement should the hotel attain circumstantial insight that the profit ratios have worsened from those found in the initial partnering agreement. This may occur in the case where the client fails to meet the demands of the agreement or fails to ensure security of payment which consequently threatens the hotel's likelihood of receiving payment. Specifically, the cases may occur when

- the client places a proposal to begin bankruptcy procedure, initiates out-of-court debt regulation procedures, or adjusts payment procedures.
- the opening or rejection of bankruptcy proceedings resulting from cash shortage or other reasons.

5. Should, following the signing of the agreement, the creditworthiness of the client become circumstantially questionable, the hotel may step out of the contract or demand prepayment or security measures that ensure the upholding of the contractual agreements.
6. If in case of cancellation according to clauses 2, 3, 4 and 5 above, the hotel has a claim for damages, the hotel may charge a lump sum for the claim. In this case, clause IV No. 2, sentences 2 and 3 apply accordingly.
7. The customer has no right to compensation in the case of a justifiable cancellation by the hotel.

VI. Room Availability, Supply and Return

1. The customer does not have the right to be provided with specific rooms, unless specifically confirmed in writing.
2. Reserved rooms are available to the customer from 2 p.m. on the agreed arrival date. The customer does not have the right to earlier availability. Unless a later arrival time has been expressly agreed upon or the respective room has been paid in advance, the hotel is entitled to offer the reserved room to another party after 6 p.m. without the customer being able to derive a claim against the hotel from this fact. This is without effect on any claims from the hotel resulting from clause IV. There is no obligation to let the room to another person.
3. Rooms must be vacated and made available to the hotel not later than 1 p.m. on the agreed departure date. Upon exceeding this contractual time, the hotel may charge the full price of the full accommodation rate (list price) for the additional use of the room. This is without effect on any claims from the hotel even if the room rate is paid. If the hotel is forced to relocate arriving guests to another hotel, as a result of the delayed check out of the actual customer, the actual customer has to cover all applying costs. The customer is at liberty to prove that the charge mentioned was or was not incurred to the amount demanded.
4. The hotel is obliged to arrange for replacement accommodation / services for the guest, if the hotel is unable to provide the contracted services by itself, no matter, for which reason.

VII. Liability

1. The hotel is liable to exercise the duty of care of an ordinary commercial trader with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are prohibited except of damage resulting from an intentional or grossly negligent breach of obligation by the hotel and damage resulting from an intentional or negligent breach of similar typical contractual obligations of the hotel. (For

money and other valuables in-room safes and/or safes at the reception are available free of cost.) Should disruptions or defects in the performance of the hotel occur, the hotel shall, upon gaining knowledge thereof or upon objection from the customer, act to remedy such without undue delay. The customer is obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum. Moreover, the customer is obliged to inform the hotel as soon as possible if an extraordinary high loss is liable to arise.

2. Items left behind by the guests and/or participants of the event are only forwarded at the request, the risk and costs of the respective participant. The hotel keeps such items for a reasonable period of time.

3. If the customer is provided with a parking space in the hotel garage or an open air hotel parking space, this does not constitute a safekeeping agreement, even if a fee is charged. The hotel has no monitoring obligation. The hotel assumes no liability for loss of or damage to motor vehicles parked or maneuvered on the hotel's property or in a parking space. The hotel must be informed immediately about possible damage. No. 1 shall apply respectively.

4. Wake-up calls are carried out by the hotel with the greatest possible diligence, but no liability is accepted. No. 1 shall apply respectively.

5. Messages, mail, and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and for a fee forward such items (on request). Hotel's liability for this is not accepted. No. 1 shall apply respectively.

6. The contract partner and / or the guest is liable for all applying costs and damages, caused by him/her and/or all persons, and/or animals and/or items who/that had access to the hotel property for a common or special occasion of the contract partner / guest.

7. The hotel shall be entitled to demand appropriate securities.

8. Use of Internet: The hotel is not liable for demands of third parties that result from the guest's use and distribution of contents of internet pages (for example copyright protected pages) In case of the demand of a third party, the hotel reserves the right to forward the guest's data to that third party.

VIII. Final Provisions

1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for the Hotel performances must be made in text format, otherwise, they are not valid. Unilateral amendments and supplements by the customer are not valid.

2. Place of performance and payment is the location of the registered office of the hotel.

3. The sole places of jurisdiction for commercial transactions -including disputes about cheques and bills of exchange – is the registered office of the hotel. The competence of that court is hereby agreed upon at any rate also in relation to such costumers that meet the prerequisites set down in §38, paragraph 1, ZPO (German code of civil procedure) and/or have no place of general jurisdiction in Germany (the hotel being entitled in the latter case at its option also to sue the customer at its place of general jurisdiction abroad).

4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are excluded.

5. Should individual provisions of these General Terms and Conditions for contracts between Hotel and customer be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. In this case, the parties will agree upon a new provision being as close as possible to the sense of the invalid one.

6. Additional, but not replacing, are the provisions, mentioned in the "General Terms and Conditions of Business for Events" valid, if they are also applicable to the "General terms and Conditions for Hotel Accommodation Contracts".

7. Provisions and conditions in each contract are primary. Furthermore, the provisions and conditions of these General Terms and Conditions do apply.