

# General Terms and Conditions for the Hotel Accommodation Contract

## I. Scope

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation, as well as all other services provided by the hotel to the customer.
2. The subletting or re-letting of the rooms provided as well as their use for purposes other than accommodation require the prior written consent of the hotel, whereby §540 para. 1 sentence 2 BGB is waived insofar as the customer is not a consumer.
3. The customer's terms and conditions shall only apply if this has been expressly agreed in writing in advance.

## II. conclusion of contract, contracting party; Prescription

1. The contract is concluded by the hotel's acceptance of the customer's application. The hotel is free to confirm the room booking in writing.
2. The contracting parties are the hotel and the customer. If a third party has placed an order on behalf of the customer, he shall be jointly and severally liable to the hotel together with the customer for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.
3. All claims against the hotel shall become statute-barred one year after the beginning of the knowledge-dependent regular limitation period of §199 para. 1 BGB. Claims for damages shall become statute-barred after five years, regardless of knowledge. The shortening of the statute of limitations does not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

## III. Services, prices, payment, set-off

1. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
2. The customer is obliged to pay the applicable or agreed prices of the hotel for the provision of the room and the other services used by him. The s also applies to services and expenses of the hotel to third parties initiated by the customer.
3. The agreed prices include the respective statutory value added tax. If the period between the conclusion of the contract and the performance of the contract exceeds four months and the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price appropriately, but by no more than 5%.
4. The prices may also be changed by the hotel if the customer subsequently requests changes to the number of rooms booked, the hotel's services or the length of stay or guests and the hotel agrees.
5. Invoices of the hotel without a due date are payable immediately without deduction upon receipt of the invoice. The hotel is entitled to declare accrued claims due at any time and to demand payment immediately. In the event of default in payment, the hotel shall be entitled to charge the applicable statutory default interest at the current rate of 8% or, in the case of legal transactions in which a consumer is involved, at 5% above the base interest rate. The hotel reserves the right to prove higher damages.
6. The hotel is entitled, upon conclusion of the contract or thereafter, taking into account the legal provisions for package tours, to demand a reasonable advance payment or security line. The amount of the advance payment and the payment dates can be agreed in writing in the contract.
7. The customer can only offset or reduce an undisputed or legally binding claim against a claim of the hotel.

## IV. Withdrawal by the customer (i.e. cancellation) / non-use of the hotel's services

1. Unless otherwise agreed, the customer's withdrawal from the contract concluded with the hotel requires the written consent of the hotel. If this is not done, the agreed price from the contract must be paid even if the customer does not make use of contractual services. This does not apply in the event of a breach of the hotel's obligation to take into account the rights, legal interests and interests of the customer, if the customer can no longer reasonably be expected to adhere to the contract or if the customer is entitled to any other legal or contractual right of withdrawal.
2. If a date for withdrawal from the contract free of charge has been agreed in writing between the hotel and the customer, the customer may withdraw from the contract up to that date without triggering claims for payment or damages on the part of the hotel. The customer's right of withdrawal expires if he does not exercise his right of withdrawal in writing to the hotel on the agreed date, unless otherwise agreed, unless there is a case of withdrawal by the customer in accordance with number 1 sentence 3.
3. The hotel is free to demand the contractually agreed remuneration and to make a lump sum deduction for saved expenses. In this case, the customer is obliged to pay 100% of the contractually agreed price for accommodation with or without breakfast. The customer is free to prove that the above-mentioned claim did not arise or did not arise in the amount claimed.

## V. Cancellation by the hotel

1. If the customer's right of withdrawal free of charge has been agreed in writing within a certain period of time, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers about the contractually booked rooms and the customer does not waive his right to withdraw from the hotel.

2. If an advance payment agreed or demanded above in accordance with clause III. No. 6 is not made even after expiry of a reasonable grace period set by the hotel, the hotel shall also be entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, e.g. if
  - Force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
  - rooms are booked with misleading or false information about material facts, e.g. in the person of the customer or the purpose;
  - The hotel has reasonable grounds to believe that the use of the hotel's services 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;
  - There is a violation of Clause I. No.2 above
4. In the event of justified withdrawal by the hotel, the customer shall not be entitled to compensation.

## VI. Room provision, handover and return

1. The customer does not acquire any right to the provision of specific rooms.
2. Booked rooms are available to the customer from 4:00 p.m. on the agreed day of arrival. The customer is not entitled to earlier availability.
3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 10:00 a.m. at the latest. Thereafter, due to the delayed vacating of the room, the hotel may charge 100% of the list price for its use in excess of the contract. Contractual claims of the customer are not justified by this. He is at liberty to prove that the hotel has no or a significantly lower claim to a usage fee.

## VII. Liability of the hotel

1. The hotel shall be liable with the care of a prudent businessman for its obligations under the contract. Claims of the customer for damages are excluded. Excluded from this are damages resulting from injury to life, limb 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 typical contractual obligations of the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Should disruptions or defects occur in the hotel's services, the hotel will endeavor to remedy the situation as soon as it becomes aware of them or upon immediate complaint by the customer. The customer is obliged to contribute what is reasonable to him in order to remedy the disruption and to keep possible damage to a minimum.
2. Insofar as the customer is provided with a parking space in a hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. The hotel shall not be liable for loss of or damage to motor vehicles parked or manoeuvred on the hotel property and their contents, except in the case of intent or gross negligence. Number 1 sentences 2 to 4 above shall apply mutatis mutandis.
3. Wake-up calls are carried out by the hotel with the utmost care. Messages, mail and consignments of goods for guests are handled with care. The hotel will take care of the delivery, storage and - on request - the forwarding of the same for a fee. Number 1 sentences 2 to 4 above shall apply mutatis mutandis.

## VIII. Final provisions

1. Changes or additions to the contract, the acceptance of the application and these terms and conditions for hotel accommodation should be made in writing. Unilateral changes or additions 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 relating to cheques and bills of exchange – in commercial transactions is the registered office of the hotel. If a contracting party fulfils the requirements of Section 38 (2) 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 applies. 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 be or become invalid or void for hotel accommodation, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.