

Hotel „Die Schule“ – business conditions

I. Scope

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all services provided to the customers for other services provided by the hotel.
2. The subletting or re-letting of the rooms and their use for purposes other than accommodation requires the prior written consent of the hotel.
3. Terms and Conditions of the customer shall only apply if this was expressly agreed beforehand in writing.

II. Conclusion of contract, statute of limitations

1. A contract comes into effect through acceptance by the hotel of the customer's order. The hotel is free to confirm room bookings in writing.
2. All claims against the hotel shall lapse one year after the commencement of the general statute of limitations dependent upon knowledge of § 199 para. 1 BGB. Claims for damages shall become statute-barred, irrespective of such awareness, within 5 years. The limitation periods do not apply to claims which are based on an intentional or grossly negligent breach of obligation.

III. Services, prices, payment, invoicing

1. The hotel is obligated to keep the booked rooms and to provide the agreed services.
2. The customer is obligated to pay the applicable or agreed-upon price for rooms provided and used, and for other services, where applicable, monthly in advance. This also applies to costs incurred for services or expenses incurred by third parties.
3. The rates of the hotel may be further modified if the customer later wishes to make changes to the number of rooms booked, the hotel's services or the duration of the guests, provided the hotel agrees.
4. Hotel bills without a contractually agreed-upon due date are to be paid within 10 days of receipt of invoice without deduction. The hotel is entitled to call in outstanding payments at any time and to demand immediate payment. In case of default the hotel is entitled to demand the applicable statutory default interest in the amount of, currently, 8% or, with legal transactions with a consumer in the amount of 5% above the base rate. The hotel reserves the right to prove higher damages.
5. The hotel is entitled to demand upon signing of contract or thereafter, observing the legal provisions for package tours, a reasonable advance payment or security. The amount of the advance payment and payment dates may be negotiated in the contract.
6. Only undisputed or legally binding claims may be set off by or credited to the customer against claims of the hotel.

IV. Cancellations

1. For individual bookings, a cancellation of 4 weeks before the arrival date may be made without triggering payment or reimbursement claims by the hotel unless there is a contractual agreement made beforehand which states otherwise.
2. If the customer withdraws or cancels a reservation after this period, the hotel is entitled to the contractually agreed upon remuneration less the expenses saved. This does not apply to breach of the hotel's commitment to take into account the rights, objects of legal protection and interests of the customer, if this holding to the contract is no longer reasonable, or another existing statutory or contractual cancellation right. The Hotel has the right to charge the contracted remuneration and calculate a flat-rate for saved expenses.
3. The customer is therefore responsible for the following payments:
 - Up to 3 weeks prior to arrival: up to 50% of the stay can be canceled without charge.

The remaining 50% of the canceled stay will be charged with an 80% cancellation fee.

- Up to 1 week prior to arrival: up to 25% of the stay can be canceled without charge.

The remaining 75% of the canceled stay will be charged with an 80% cancellation fee.

- Cancellations less than 1 week prior to arrival will be charged with an 80% cancellation fee.

Cancellations have to be written and will also be confirmed in writing. The hotel does not accept cancellations by phone.

V. Repudiation by Hotel

1. To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission upon inquiry thereof by the hotel.
2. If an agreed advance payment or an advance payment demanded pursuant to Item III, Nr. 6 and 7 is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to cancel the contract.
3. Moreover, the hotel is entitled to withdraw with exceptionally justifiable reasons from the contract, for example, if
 - by force majeure or other circumstances beyond control of the hotel performance of the contract is made impossible.
 - hotel rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose for the booking;
 - the hotel has justified cause to believe that the use of hotel services or the event might jeopardize the smooth operation, security or reputation of the hotel to the public, without being attributable to the management or organization of the hotel;
 - there is a breach present of clause I. sec. 2.
4. If the Hotel justifiably withdraws, the customer is not entitled to damages.

VI. Room Availability, Delivery and Return

1. The customer has no right to be provided specific rooms.
2. Reserved rooms are available to customers from 15.00 on the agreed day of arrival. The customer has no right to earlier availability.
3. On the agreed departure day, hotel rooms are to be vacated at 11.00 at the latest. Afterwards the hotel is entitled, due to the delay in vacating the room and for exceeding the contractual utilization to 18:00, 50% of the full accommodation rate (list price), and 100% from 18.00. Contractual claims of the customer are not hereby justified. The customer is at liberty to show that the aforementioned claim mentioned was not created or not created in the amount demanded.

VII. Liability of the hotel

1. The hotel is liable with the diligence of a prudent businessperson for its obligations under the Treaty. Customer claims for compensation are excluded. This does not include damage resulting from injury to life, limb or health, if the hotel is responsible for the breach of duty, or other damages based on an intentional or grossly negligent breach of obligation and damage caused from an intentional or negligent breach of typical contractual obligations of the hotel, or a breach of obligation by a legal representative or vicarious agent. Should disruptions or defects in the performance of the hotel occur, the hotel will endeavour with knowledge or on immediate complaint of the customer, to take remedial action. The customer is obligated to contribute reasonably to resolving the disruption and to keep any possible damage to a minimum.
2. For property brought into the Hotel, the hotel is liable to the customer in accordance with statutory provisions, up to one hundred times the room rate, not exceeding € 3,500 and for cash, securities, and valuables up to € 800. Money and valuables cannot be stored in the hotel. Liability claims expire unless

the customer notifies the hotel immediately after gaining knowledge of the loss, destruction or damage (§ 703 BGB). For a more extensive liability of the hotel see sentences 1, 2 to 4 accordingly.

3. If the customer has a parking space in the hotel garage or a hotel parking lot, even if a fee is paid, this does not constitute a safekeeping agreement. For loss of, or damage to, the hotel property, parked vehicles or otherwise and their contents, the hotel is not liable, except for wilful misconduct or gross negligence. No. 1, sentences 2 to 4 apply accordingly.
4. Wake-up calls are carried out with the utmost care. Messages, mail and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and - on request and for a fee - forward delivered materials. Sentences No. 1, 2 to 4 apply accordingly

VIII. Final provisions

1. Changes or additions to the contract, the acceptance of these Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral changes or additions by the customer are ineffective.
2. Place of performance and payment is the location of the hotel.
3. The entire legal and contractual relationship between the customer and the hotel will be subject to German law. The application of the CISG and the conflict of laws are excluded.
4. In the case of a legal action against the traveller, the residence of the traveller as stated in the booking request is decisive. For complaints against customers or contracting parties of the travel contract, the merchants, legal entities under public or private law or persons, who have their domicile or habitual residence abroad, or whose domicile or habitual residence at the time of action is not known, the agreed jurisdiction is the location of the hotel.
5. The aforementioned provisions shall not apply if and insofar as something else necessarily follows from international agreements or provisions of the EU in favour of the customer.
6. Should any of these terms and conditions be invalid or void for hotel accommodation, this shall not affect the validity of the remaining provisions. In addition, the statutory provisions apply.

Berlin, Februar 2021, Betreiber, Inhaber des Hotels:

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