

General Terms and Conditions (GTC) of MASEVEN Betriebsgesellschaft IV mbH

I. Validity

1. The following General Terms and Conditions apply to all contracts with MASEVEN Betriebsgesellschaft IV (hereinafter "Hotel") for the rental of hotel rooms and apartments and all other services provided in connection with the accommodation services.
2. If the contractual partner is an entrepreneur, these GTC shall apply exclusively. The customer's general terms and conditions shall only apply insofar as MASEVEN Betriebsgesellschaft IV mbH has expressly agreed to them in writing.

II. conclusion of contract; -partner; -

1. In the case of a room booking, the booking request of the contractual partner (hereinafter also referred to as "customer") constitutes an offer to conclude a contract. The contract is concluded upon acceptance of this offer by the hotel. The hotel is free to confirm the room booking in writing.
2. The contractual partners are the hotel and the customer who makes use of the hotel's services himself or through third parties. If a third party has placed an order on behalf of the customer, he shall be liable to the hotel as joint and several debtor for all obligations arising from the accommodation contract.

III Services, prices, payment, offsetting

1. The agreed prices include the respective applicable statutory value added tax.
2. If the contract partner is an entrepreneur, the following applies: If the period between conclusion and fulfillment of the contract exceeds 4 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 20%.
3. Invoices of the hotel are payable immediately without deduction. The hotel is entitled to demand payment of accrued receivables at any time. In the event of late payment, the hotel is entitled to charge statutory interest and to terminate the contract if it has previously sent the customer a reminder setting a deadline and has threatened to discontinue future services in the event of non-payment.
4. The hotel reserves the right to assert further claims for damages caused by delay.
5. 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 the payment dates may be agreed in writing in the contract.
6. The customer may only offset or reduce a claim of the hotel with an undisputed or legally binding claim.

IV. Withdrawal of the customer / Cancellation

1. If neither a contractual nor a statutory right of withdrawal exists in favor of the customer, the hotel shall retain the claim to the agreed remuneration despite non-utilization of the service. The hotel shall offset the income from other rentals as well as the saved expenses against the claim against the customer. The hotel is entitled to make a lump-sum deduction for saved expenses.
2. For bookings of up to a maximum of 3 apartments for the same period by one customer, the following applies: The customer is entitled to cancel the booking free of charge up to 18:00 one day before the agreed arrival date. In the event of cancellation after this deadline, the customer shall pay 100% of the agreed price for the booked duration of stay, but for a maximum of 3 nights.
3. If a customer departs early, the remaining booking period will be charged for up to a maximum of 7 days.
4. In all cases, the customer is free to prove that the damages claimed by the hotel have not been incurred or have not been incurred in the amount claimed. The hotel is also at liberty to provide evidence of higher damages.

V. Withdrawal by the hotel

1. If the customer's right to withdraw from the contract within a certain period has been agreed in writing, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers for the contractually booked rooms and the customer does not waive his right of withdrawal upon enquiry by the hotel.
2. If an agreed advance payment is not made on time, the hotel is also entitled to withdraw from the contract
3. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example if
 - a. force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
 - b. rooms are booked under misleading or false statements of material facts, e.g. in the person of the customer or the purpose;
 - c. the hotel has justified cause to believe that the use of the hotel's services may jeopardize the smooth operation of the hotel without this being attributable to the hotel's sphere of control or organization.
 - d. there is a breach of section VI paragraph 2 of these General Terms and Conditions.
4. In the event of justified withdrawal by the hotel, the customer shall not be entitled to compensation. The statutory provisions shall apply to claims for damages by the hotel.

VI Room provision, handover and return / transfer to third parties

1. The customer acquires no entitlement to the provision of a specific room.

2. Subletting or re-letting as well as use for purposes other than the agreed purpose require prior written consent.
3. booked rooms are available to the customer from 3 p.m. on the agreed day of arrival. The customer is not entitled to earlier availability.
4. 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 50% of the accommodation price (list price) for the continued use of the room until 6.00 p.m. 50% of the accommodation price (list price), after 6.00 p.m. 100%. Further claims for damages by the hotel remain unaffected. The customer is at liberty to prove to the hotel that it has incurred no or significantly lower damages.
5. If the period of stay for apartment bookings is extended, a new reservation must be made up to 14 days before the end of the contract. A tacit extension of the reservation is excluded. If the customer does not move out in good time, this shall constitute unauthorized self-help. The hotel is entitled to make use of its right of self-help in this respect, to take possession of the apartment and to temporarily store the guest's belongings in a storage room at the guest's expense and risk, exercising a right of lien.

VII Liability of the hotel / Statute of limitations

1. The hotel shall only be liable for financial losses of the customer, irrespective of the legal grounds, in the event of intent or gross negligence. In addition, the hotel shall be liable for financial losses caused by simple negligence if it has culpably breached a material contractual obligation. In these cases, however, compensation shall be limited to the foreseeable typical damage.
2. The hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions. In the case of money, securities and other valuables, the maximum amount is EUR 800.00. The customer is required to keep money and valuables in the hotel safe.

The customer's claims for damages shall lapse unless the customer notifies the hotel immediately after becoming aware of the loss, destruction or damage (§ 703 BGB). For any further liability of the hotel, § VII para. 1 applies accordingly.
3. If the customer is provided with a parking space in the hotel garage or 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 maneuvered on the hotel property and their contents; § VII para. 1 shall apply accordingly.
4. Wake-up orders shall be carried out by the hotel with the utmost care. § Section VII (1) shall apply accordingly.

Messages, mail and consignments of goods for the guests shall be delivered, stored and - on request and for a fee - forwarded with the utmost care. § Section VII (1) shall apply accordingly.

5. Messages, mail and consignments of goods for guests will be handled with care. The hotel shall be responsible for the delivery, storage and - on request and for a fee - forwarding of the same. § Section VII (1) applies accordingly.
6. Claims against the hotel that are subject to the knowledge-dependent regular limitation period shall generally expire within one year from the beginning of the regular limitation period. Claims for damages are subject to a limitation period of five years irrespective of knowledge. The shortening of the limitation period shall not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.
7. Objections to telephone bills can only be raised within one month of receipt.

VIII Final provisions

1. Amendments or additions to the contract must be made in writing. Any change to the written form requirement must also be made in writing. Unilateral amendments or additions by the customer are invalid.
2. Place of performance and payment is the registered office of the hotel.
3. If the customer is an entrepreneur, the following applies: the exclusive place of jurisdiction is the hotel's registered office.
4. If a customer does not have a general place of jurisdiction in Germany, the place of jurisdiction is expressly agreed to be the registered office of the hotel.
5. German law shall apply.
6. Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Insofar as provisions are invalid, the content of the contract shall be governed by the statutory provisions.