

I. Scope

1. These general terms and conditions apply to contracts for the leasing of hotel rooms as well as all other related services and supplies (hereinafter "service provision") of the hotel company AMC Apartments GmbH (hereinafter "Hotel") and the customer (hereinafter referred to as "customer"; are hereinafter collectively referred to as "parties").
2. General terms and conditions of the customer only apply if the parties have previously agreed in written form.

II. Conclusion & Contractor

1. Offers of the hotel are non-binding. The contract is concluded by the acceptance of the customer's application by the hotel. The hotel is not obliged to confirm the conclusion of the contract in writing.
2. If a third party has ordered for the customer, he is liable to the hotel together with the customer as the joint debtor for all obligations under the accommodation contract, provided the hotel has a corresponding declaration from the third party.

III. Subletting / Type of use

The subletting or re-letting of the provided hotel rooms requires the prior consent of the hotel in text form (§ 126b BGB). Section 540 (1) sentence 2 BGB does not apply to commercial transactions. In any case, the customer is obliged to impose general obligations contained in the contract or in these general terms and conditions to any third parties to whom he relinquishes the rooms and to inform these third parties about due diligence obligations, in particular for the gentle handling of the rental object.

IV. Room provision, handover & return

1. The customer does not claim to be provided rooms, unless the hotel has confirmed the provision of a particular room in writing.
2. Unless otherwise agreed with the customer, hotel rooms are available from 3 pm on the day of arrival (check-in time). The customer has no right to earlier availability.
3. On the day of departure the rooms must be vacated by no later than 11 am (check-out time). If the rooms are not vacated in time, the hotel may charge half the room price according to the price list for the additional use of the room until 18:00, from 18:00 90% of the full room rate according to the price list. Contractual claims between the hotel and the customer are not justified. However, the customer is allowed to prove that the hotel has suffered no or substantially less damage.

V. Services / Prices / Payment / Offsetting / Lien

1. The hotel is obliged to keep the hotel rooms booked by the customer ready and to provide the agreed services.
2. The customer is obliged to pay the hotel's applicable or agreed hotel prices. This also applies to services provided by the customer and expenses of the hotel to third parties. For the use of services in the normal hotel or restaurant area, which requires the provision of staff, the hotel is entitled after 24:00 to charge reasonable surcharges per commenced hour.
3. The agreed prices include the applicable statutory VAT and any local taxes or duties, for example, accommodation tax, if the customer uses the hotel rooms and other services of the hotel for private life and personal needs. Local taxes, which are personally owed by the guest according to municipal law, such as tourist tax, are not included in the agreed prices. With regard to contracts with non-private clients, the hotel reserves the right to specify and / or agree on net prices.
4. If the period between the conclusion of the contract and the agreed arrival date exceeds four (4) months and the price generally charged by the hotel for the contractual service increases after the contract has been concluded, the contractually agreed price may be increased appropriately, but not by more than 5%.

In the event of an increase in the rate of statutory value added tax applicable at the time the contract is concluded, the gross price of the contractual service shall be increased by the percentage difference between the respective VAT rates. Accordingly, if the rate of statutory value added tax is lowered again, the gross price is reduced by this difference.

5. Billing takes place in the currency EURO. In the case of payment with foreign means of payment, the exchange rate differences and bank charges shall be borne by the person obliged to pay.
6. The prices can be changed by the hotel, if the customer later changes the number of booked rooms, the services of the hotel or the length of stay of the guests and the hotel in written form (§ 126b BGB) agrees.
7. Invoices of the hotel without a due date are due within ten days of receipt of the invoice. An invoice shall be deemed to have been received by the customer no later than three days after dispatch, provided that no earlier access by the hotel or subsequent access by the customer can be proven. In the event of late payment, the hotel is entitled to demand the applicable statutory default interest. The hotel reserves the proof of a higher damage, the customer of a lower damage reserved.
8. The hotel is entitled to demand a reasonable advance payment or security deposit at any time, for example in the form of a credit card guarantee. For advance payments or security for package holidays, the statutory provisions remain unaffected.
9. Notwithstanding item 8 above and if the amount of the advance payments and the payment dates in the contract are not agreed otherwise in writing, the following advance payments shall be deemed agreed:

For accommodating groups of 50 or more room nights

 - 10% deposit upon conclusion of the contract as guarantee, plus
 - 50% deposit 90 calendar days prior to arrival of the group, plus
 - 30% deposit 30 calendar days prior to arrival of the group,
 - Remainder after presentation of the invoice and on due date.
10. The customer can offset against claims of the hotel only with an undisputed or legally established claim.
11. At all objects brought into the hotel by the customer, the hotel has a lien for its claims, § 704 BGB.

VI. No-show / cancellation / cancellation of the customer

1. A withdrawal of the customer from the contract concluded with the hotel requires subject to clause VI. No. 5 of the hotel's consent in written form (§ 126b BGB).
2. For rented hotel rooms is subject to clause VI. No. 3 to pay the agreed fee even if the consent in accordance with paragraph 1 is not made, the booking is canceled by the customer or the customer does not appear. The hotel must be credited with the value of the saved expenses as well as those benefits which it obtains from another rental. The customer is in case of withdrawal subject to clause VI. No. 3 is obliged to pay 90% of the contractually agreed price for accommodation with or without breakfast, 70% for half-board and 60% for full-board arrangements. However, the customer is allowed to prove that the hotel has suffered no or substantially less damage.
3. The above numbers do 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 adherence to the contract can no longer be expected or if he is entitled to any other legal or contractual right of withdrawal.

VII. Resignation of the hotel

1. If a right of withdrawal of the customer within a certain period has been agreed in written form, the hotel is in this period in turn entitled to withdraw from the contract, if inquiries from other customers for the contractually booked rooms are available and the customer on inquiries of the hotel on his right to resign.
2. If and as far as the service of advance payments is agreed with the customer and the customer does not render them within a reasonable grace period set by the hotel with a threat of refusal, the hotel is entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to withdraw from the contract for justifiable reasons, for example if
 - force majeure or other circumstances for which the hotel is not responsible make performance of the contract impossible (such as a strike or power failure);

- Rooms misleading or misrepresenting material facts, e.g. concerning the person of the guest or the purpose;
 - the hotel has good reason to assume that the use of the hotel services can jeopardize 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 organization.
 - the purpose or occasion of the stay is illegal ;
 - the customer subleases or re-leases the provided rooms and uses them for purposes other than accommodation without the hotel's prior written consent.
4. The right of the hotel to demand compensations is not affected by the resignation.
 5. In the case of justified cancellation of the hotel, no claim of the customer for compensations arises.

VIII. General liability of the hotel; limitation

1. The liability of the hotel for own negligence and the fault of its vicarious agents is - for whatever legal reason, albeit subject to clause 2 - limited to intent and gross negligence.
2. This limitation of liability does not apply to claims arising from product liability, a guarantee assumed by the hotel and those due to a life or health injury and a breach of so-called cardinal obligations, i.e. such obligations, the fulfillment of which is indispensable for the achievement of the purpose of the contract and the compliance of the customer can trust. In the latter case liability is limited to the replacement of the typical, foreseeable average damages.
3. Carried items of the customer are at the risk of the customer in the hotel. The hotel assumes no liability for loss, destruction or damage, except in cases of gross negligence or intent.
4. The legal liability according to §§ 701 ff. BGB remains unaffected by clause 3. The hotel is liable to the customer for items brought in accordance with the statutory provisions, ie up to 100 times the room price, maximum 3500, - EUR, as well as money, securities and valuables up to 800, - EUR. Money, securities and valuables can be stored in the room safe up to a maximum value of the insured sum of 800, - EUR for the respective hotel. The hotel recommends that the customer make use of this option. The liability claims expire if the customer does not inform the hotel immediately after gaining knowledge of loss, destruction or damage, § 703 BGB.
5. Insofar as the customer is provided with a parking space in the hotel garage or on a hotel car park - whether free of charge or for a fee - this does not constitute a custody agreement within the meaning of §§ 688 ff. BGB. The hotel is not liable for loss of or damage to the vehicle and its contents, except in case of intent or gross negligence.
6. The hotel carries out wake-up calls with the utmost care. Claims for compensations that are not based on gross negligence or intent are excluded.
7. Messages, mail and merchandise for customers are treated with care. The hotel will take care of the delivery, storage and - if desired - the forwarding for a fee. Claims for compensations that are not based on gross negligence or intent are excluded.
8. The statute of limitations of claims of the customer is always based on the statutory provisions. In deviation from § 195 BGB the limitation period for all claims of the customer is one year. Notwithstanding Section 199 (3) no. 1 BGB and Section 199 (4) BGB, claims for compensations and other claims shall be time-barred from their occurrence without regard to knowledge or grossly negligent ignorance within five years. The above exceptions do not apply to claims for damages for injury to life, body, health or freedom, or if the hotel is guilty of willful misconduct or gross negligence.

IX. Lost property

Any items left behind will be forwarded only upon request, risk and costs of the customer. The hotel will store left behind things for six (6) months. After this time, the hotel acquires ownership of the property if the claimant has not become known or the claimant has filed his right and the hotel has notified the find to the competent authority.

X. Alternative dispute resolution and information according to § 36 Consumer Dispute Settlement Act

1. The EU Platform for Out-of-Court Online Dispute Resolution is available at the following link: <http://ec.europa.eu/consumers/odr/> . Our e-mail address is: res@amcberlin.de.
2. AMC Apartments GmbH is in principle not willing and obliged to participate in dispute settlement proceedings before a consumer arbitration board.

XI. Final Provisions

1. Changes or additions to the contract for the rental of hotel rooms or these terms and conditions must be in writing to be effective. If a consumer is a contracting party, the text form (§ 126b BGB) suffices.
2. Place of fulfillment and payment is the domicile of the hotel.
3. The exclusive place of jurisdiction - also for check and bill of exchange disputes - is in the commercial traffic the domicile of the operating company of the hotel. If a contractual partner fulfills the requirements of § 38 (2) ZPO and has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction is the registered office of the hotel.
4. The law of the Federal Republic of Germany applies. The validity of the UN Sales Convention (CISG) and conflict-of-laws is excluded.
5. Should individual provisions of these General Terms and Conditions be ineffective or void, this shall not affect the validity of the remaining provisions.