

# **General Terms and Conditions**

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## **General Terms and Conditions for Hotel Accommodation Contracts**

### **I. Scope**

1. These Terms and Conditions apply to Hotel Accommodation Contracts and all other services and deliveries provided to the Guest.
2. Deviating provisions, including those in the general terms and conditions of the Guest or the Purchaser are not applicable, unless they are expressly recognized in writing by the Hotel.

### **II. Contract, Contractual Parties**

1. Once the Hotel has received a booking request from the Guest and has subsequently issued the corresponding booking confirmation, the contractual parties will enter into a Hotel Accommodation Contract (hereinafter referred to as the «Contract»).
2. The contractual parties are the Hotel and the Guest. If a third party should make a booking for the Guest, this third party is, together with the Guest, jointly and severally liable to the Hotel as Purchaser for all obligations under the Contract, insofar as the Hotel has at its disposal a corresponding declaration of the Purchaser. Irrespective of this, every Purchaser is obliged to forward all booking-relevant information, in particular these Terms and Conditions, to the Guest.
3. The subletting and re-letting of the provided rooms and their use for purposes other than accommodation require the prior consent of the Hotel in writing.

### **III. Services, prices, payment, offsetting**

1. The Hotel is obliged to have ready the room booked by the Guest in accordance with these Terms and Conditions and to provide the agreed services.
2. The Guest is obliged to pay the valid or agreed prices of the Hotel for the provided room and any further services used by the Guest. This also applies to services requested by the Guest or the Purchaser and expenses that the Hotel incurs with regards to third parties. The agreed prices are understood to include the appropriate statutory value added tax. If the period between the conclusion of the Contract and the arrival of the Guest exceeds four months and

the statutory value added tax increases after conclusion of the Contract, or any applicable local taxes and duties or local taxes and fees are newly introduced during this time, then the Hotel reserves the right to increase the agreed prices by the amount by which the applicable value added tax or local taxes and duties have increased.

3. The Hotel may make its consent to a Guest's request, made after conclusion of the Contract, to reduce the number of rooms booked, the services of the Hotel or the duration of the Guest's stay, conditional on the price of the rooms and/or of particular services of the Hotel increasing.
4. The Guest must immediately pay Hotel invoices upon receipt without any deduction. The Hotel can at any time demand from the Guest the immediate payment of claims due. The Guest is deemed to be in default if he or she has not made the payment within, at the latest, 30 days after the due date and the receipt of an invoice; this applies vis-à-vis a Guest who is a consumer only if these consequences are specified in the invoice. For each payment reminder after default has occurred, the Hotel can levy a dunning charge of € 5.00.
5. The Hotel is entitled, upon conclusion of the Contract, to demand from the Guest a reasonable advance payment or security deposit in the form of a credit card guarantee, a down payment or similar payment. The amount of the advance payment and the payment dates can be agreed in writing in the Contract.
6. In justifiable cases, for example the Guest has defaulted on the payment due or the scope of the Contract has been expanded, the Hotel is also entitled, after the conclusion of the Contract and until the beginning of the Guest's stay, to demand an advance payment or security deposit within the meaning of paragraph 5 above or to demand an increase in the contractually agreed advance payment or security deposit; this increased advance payment or security deposit may be equal to the full agreed remuneration.
7. The Hotel is furthermore entitled, at the beginning and during the Guest's stay, to a reasonable advance payment or security deposit within the meaning of paragraph 5 above for existing and future claims under the Contract, insofar as this does not already exist in accordance with paragraph 5 and/or paragraph 6 above.
8. The Guest can only offset a claim of the Hotel with the Guest's own claim if his or her claim is undisputed or legally binding.

#### IV. Withdrawal by the Guest, Cancellation

1. The Hotel grants the Guest a permanent right of withdrawal. The following provisions apply:
  - a) If the Guest withdraws from the booking, the Hotel is entitled to reasonable compensation.
  - b) The Hotel has the choice to demand from the Guest compensation in the form of a compensation lump sum instead of a specifically calculated compensation amount. The compensation lump sum amounts to: 90% of the contractually agreed price for overnight stays with or without breakfast; 70% of the contractually agreed price for half-board accommodation; and 60% of the contractually agreed price for overnight stays with full-board

arrangements. The Guest has the right to demonstrate that the Hotel has incurred no damages or that the damages incurred by the Hotel are lower than the requested damages compensation lump sum.

c) Insofar as the Hotel calculates a specific compensation amount, the compensation amount will be, at maximum, the amount of the contractually agreed price for the service to be provided by the Hotel, less the value of the expenses saved by the Hotel, as well as less what the Hotel acquires through other uses of the Hotel services.

2. The above provisions on compensation apply accordingly if the Guest does not make use of the booked room or the booked services without informing the Hotel in good time.

3. If the Hotel has given the Guest an option in the Contract of withdrawing from the Contract within a certain period without further legal consequences, then the Hotel is not entitled to compensation. Decisive for the timeliness of the declaration of withdrawal is when the Guest provides this to the Hotel. The Guest must declare his or her withdrawal from the Contract in writing.

## V. Withdrawal by the Hotel

1. If the Guest has been granted a free right of withdrawal according to section IV paragraph 3, then the Hotel is also entitled to withdraw from the Contract within the agreed period provided that requests have been made by other guests for the booked rooms and provided that the Guest, when queried by the Hotel, does not waive the Guest's free-of-charge right of withdrawal according to section IV paragraph 3.

2. If an agreed payment or security deposit, either of which is agreed upon or demanded in accordance with section III paragraph 5 and/or 6 above, is also not made after expiry of a grace period set by the Hotel, then the Hotel is also entitled to withdraw from the Contract.

3. Furthermore, the Hotel is entitled to withdraw from the Contract, especially if

- Force majeure or other circumstances not brought about by the Hotel make fulfilment of the Contract impossible;
- Upon room or rooms being booked, misleading or misrepresentative information is provided regarding important facts, for example, regarding the person of the Guest or the purpose of the booking;
- The Hotel has reason to believe that the utilization of the Hotel's services might endanger the unobstructed business operation, safety or public reputation of the Hotel without it being the case that this can be attributed to the management or organization of the Hotel;
- In the event of an unauthorized sublease or re-letting in accordance with section II paragraph 3;
- In the event of the circumstance specified in section VI, paragraph 3;
- The Hotel has become aware that the financial circumstances of the Guest have worsened

significantly after conclusion of the Contract, in particular if the Guest does not pay for due payment claims of the Hotel or does not provide sufficient security and as a result payment claims of the Hotel appear to be endangered;

- The Guest has filed an application to open insolvency proceedings for the Guest's assets; or has submitted a statutory declaration in accordance with § 807 ZPO; or has initiated an out-of-court debt settlement procedure; or has stopped the Guest's payments;
- Insolvency proceedings regarding the assets of the Guest have been opened or the commencement of bankruptcy proceedings has been dismissed due to lack of assets.

4. The Hotel must inform the Guest of the Hotel's exercise of the right of withdrawal immediately in writing.

5. In the aforementioned cases of withdrawal, the Guest is not entitled to make a claim for damages.

## VI. Arrival and departure

1. The Guest acquires no claim to the provision of particular rooms, unless the Hotel has confirmed the provision of certain rooms in written form.

2. Booked rooms are available to the Guest from 3 pm of the agreed arrival day. The Guest is not entitled to an earlier provision of the rooms.

3. Booked rooms must be occupied by the Guest no later than 6 pm on the agreed arrival day. Insofar as a later arrival time has not been expressly agreed, the Hotel has the right to allocate booked rooms to someone else after 6 pm without the Guest being able to derive compensation claims therefrom. To this extent, the Hotel is entitled to a right of withdrawal.

4. On the agreed departure day, the rooms are to be vacated and available to the Hotel by 12 noon. Beyond this time, the Hotel can charge the daily room rate for damages incurred, until 6 pm. From 6 pm the Hotel can charge 100% of the full valid accommodation price. The Guest has the right to demonstrate to the Hotel that the Hotel has suffered no damages or considerably lower damage.

## VII. Liability of the Hotel, Statute of Limitations

1. Should faults or defects in the services of the Hotel occur, then the Hotel will make every effort to rectify these problems as soon as they are reported by the Guest. If the Guest culpably omits to report a defect to the Hotel, then there is no entitlement to a reduction in the contractually agreed fee.

2. The Hotel is liable according to the relevant legal provisions for all damages resulting from injury to life, body and health as well as in the case of the assumption of a guarantee on the part of the Hotel and in the case of fraudulently concealed defects.

3. For all other damages that are not covered by section VII paragraph 2 and that are caused by slight negligence on the part of the Hotel, by its legal representatives or its vicarious agents, the Hotel is only liable if these damages occur as a result of a breach of its contractual obligations. In these cases, the liability is limited to the foreseeable damages that are typical for this kind of contract.

4. The above limitations of liability apply to all claims for damages regardless of their legal grounds, including claims arising from unlawful activity. The above limitations and exclusions of liability also apply in cases of any claims for damages that the Guest might make against employees or vicarious agents of the Hotel. They do not apply in cases of liability for a defect after a guarantee has been made for the quality for any items or services, in the case of fraudulently concealed errors, or in the case of personal injury.

5. For items brought onto the Hotel premises, the Hotel is liable to the Guest according to the relevant legal provisions, that is, up to one hundred times the accommodation price, but not more than €3,500.00. For valuables (cash, jewellery, etc.) this liability is limited to €800.00. The Hotel recommends making use of the possibility of storing items in the room safe or the central Hotel safe.

6. Insofar as the Guest is provided with a parking space in the Hotel garage or in a Hotel car park, also for a fee, no safekeeping contract has been entered into by the parties. The Hotel is not obliged to provide surveillance of the Hotel property. The Hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the Hotel's property, nor the contents thereof, insofar as the Hotel, its legal representatives or its vicarious agents are not responsible for intent or gross negligence. In this case, a claim for damages must be made at the latest when the Guest leaves the Hotel grounds opposite the Hotel.

7. Wake-up calls are carried out by the Hotel with the utmost care. Claims for damages occurring in connection with wake-up calls, except for gross negligence or intent, are excluded.

8. Messages, mail and merchandise for Guests are handled with care. The Hotel will take care of the delivery, storage and, upon request and payment of a fee, can also forward items, including lost property. Claims for damages, except for gross negligence or intent, are excluded. The Hotel is entitled to hand over the aforementioned items to the local lost property office after a one-month retention period at the latest, subject to a reasonable fee.

9. Damages claims of the Guest become statute-barred after two years at the latest from the time at which the Guest becomes aware of the damages, or regardless of this knowledge, at the latest three years from the time of the damaging event. This does not apply to the liability for damages resulting from injury to life, limb or health as well as for other damages that are based on an intentional and grossly negligent breach of duty by the Hotel, a legal representative or vicarious agents of the Hotel.

## VIII. Final Provisions

1. Amendments or additions to the Contract, to the acceptance of a request, or to these General Terms and Conditions for Hotel Accommodation, should be in written form. Unilateral amendments or supplements by the Guest are invalid.

2. Place of fulfilment and payment is the registered office of the Hotel.
  3. The place of jurisdiction is – if the contracting party of the Hotel is a merchant or a legal entity under public law – the registered office of the Hotel. If the Guest of the Hotel does not have a general place of jurisdiction in Germany, then the place of jurisdiction is the registered office of the Hotel. However, the Hotel is entitled to bring actions and other legal proceedings also at the general place of jurisdiction of the Guest. The Hotel is unwilling and not obliged to participate in dispute resolution proceedings before a consumer arbitration board.
  4. The law of the Federal Republic of Germany applies to the exclusion of the UN Sales Convention.
  5. If individual provisions of these General Terms and Conditions for Hotel Accommodation are or become invalid or void, then this shall not affect the validity of the remaining provisions. In all other respects, the relevant statutory provisions apply.
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