

# General Terms and Conditions for Hotel Accommodation Contract

## I. Scope of application

1. These General Terms and Conditions apply to contracts concerning the renting of hotel rooms for accommodation, as well as to all further deliverables and services of the hotel performed for the customer in this regard.
2. The subletting or re-letting of the rented rooms or their use for purposes other than accommodation require the prior written consent of the hotel, whereby the provisions of Section 540 (1) sentence 2 supra of the German Civil Code (BGB) are waived insofar as the customer is not a consumer.
3. The customer's terms and conditions shall only apply if they have been the subject of an express prior written agreement.

## II. Conclusion of contract, contracting parties; expiry

1. The contract is deemed to have been concluded with the acceptance of the customer's application by the hotel.  
The hotel is free to confirm the room booking in writing.
2. The parties to the contract are the hotel and the customer. If a third party placed the order on behalf of the customer, then that party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor with the customer, insofar as the hotel has a statement to that effect by the third party.
3. Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations dependent on knowledge of Section 199 (1) of the German Civil Code. Damage claims shall be time-barred after five years, independent of knowledge. Reduction of statute of limitations periods shall not apply to claims based on a wilful or grossly negligent breach of obligation by the hotel.

## III. Services, prices, payment, offsetting

1. The hotel is obliged to keep the room reserved by the customer available and to render the agreed services.
2. The customer is obliged to pay the standard or agreed prices of the hotel for the room rent and for the other services of which he avails himself. This also applies to the hotel's services and outlays to third parties caused by the customer.
3. The agreed prices include the statutory value added tax pertaining at the time. If the period between the conclusion of the contract and its fulfilment exceeds four months and if the price generally charged by the hotel for such services increases, the latter may raise the contractually agreed price to an appropriate extent, but not by more than 5%.
4. The prices may also be changed by the hotel if the customer requests subsequent changes to the number of booked rooms, the hotel's service or the duration of the guests' stay and the hotel consents to this.
5. Any invoice of the hotel issued without due date shall be payable within 10 days of receipt without reduction. The hotel is entitled at any time to demand the immediate payment of accrued receivables by the customer. In the event of default of payment, the hotel shall be entitled to demand payment of the statutory level of default interest, currently 8%, in the case of legal transactions in which a consumer is involved, amounting to a level of 5% above the base interest rate. The hotel reserves the right to provide proof that the damage it incurred was greater.
6. The hotel shall be entitled upon conclusion of the contract or thereafter, having regard to the legal provisions for package tours, to demand payment of an appropriate advance sum or security deposit. The level of the advance payment and the dates on which payment is to be made may be agreed in writing in the contract.
7. The customer may only offset or reduce an undisputed or legally binding receivable owed by the hotel against a receivable owed to the hotel.

## IV. Withdrawal of the customer (i. e. cancellation) / failure to use hotel services (No Show)

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If such is not given, the price agreed in the contract must be paid even if the customer does not avail himself of the contractual services. This shall not apply in the event of the breach of obligation of the hotel to take into account the rights, objects of legal protection and interests of the customer, if holding him to the contract is no longer reasonable or another statutory or contractual cancellation right exists for him.
2. To the extent that the hotel and customer agreed in writing on a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if the customer does not exercise his cancellation right in writing vis-à-vis the hotel by the agreed date, insofar as no case of customer cancellation pursuant to no. 1 sentence 3 supra exists.
3. For rooms not used by the customer, the hotel must apply credit for the income from renting the room to other parties and for expenses saved.
4. At its discretion, the hotel may demand the contractually agreed compensation and apply a flat-rate deduction for saved expenses. In this case, the customer is obligated to pay at least 90% of the contractually agreed rate for lodging with or without breakfast, 70% for half-board arrangements and 60% for full-board arrangements.  
The customer shall be free to provide proof that the above claim did not arise or not to the amount demanded.

## V. Withdrawal from contract by the hotel

1. If it has been agreed in writing that the customer may withdraw from the contract without charge within a specific term, the hotel for its part is also entitled to withdraw from the contract if other customers wish to use the contractually reserved rooms and the customer upon enquiry of the hotel does not waive his right of withdrawal.
2. If an agreed or demanded advance payment pursuant to item III no. 6 supra has not been made even after a deadline set by the hotel has elapsed, the hotel shall likewise be entitled to withdraw from the contract.
3. The hotel shall further be entitled to withdraw extraordinarily from the contract with good cause, for instance if
  - force majeure or other circumstances beyond the hotel's control render fulfilment of the contract impossible;
  - rooms are booked giving misleading or false information regarding major facts, e.g. in the person of the customer or in the purpose;
  - the hotel has justified cause to believe that the use of the hotel's services may put the smooth operation, safety, security or public reputation of the hotel at risk, but that this cannot be attributed to the hotel's sphere of control or organisation;
  - there is a breach of the provisions of item I no. 2 supra.
4. No claims for compensation may be asserted by the customer in such justified cases of withdrawal by the hotel.

## VI. Room provision, handover and return

1. The customer does not acquire the right to be provided with specific rooms.
2. Reserved rooms are available to the customer starting at 3.00 pm on the agreed arrival date. The customer does not have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 11.00 am on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50% of the full accommodation rate (list price) up to 6.00 pm and 100% thereafter. No contractual claims of the customer shall be hereby established. The customer is free to provide proof that the hotel incurred no or much lesser claim to compensation.

## VII. Liability of the hotel

1. The hotel is liable with all due diligence for its obligations within the contract. No claims for damages may be asserted by the customer. Excluded from this are such claims as are asserted with respect to life, limb or health when the hotel is responsible for the breach of duty, other claims attributable to a wilful or grossly negligent breach of duty by the hotel of obligations typical of the contract concerned. A breach of duty committed by a legal representative or vicarious agent is deemed to be equivalent to one committed by the hotel. Should disruptions or defects occur in respect of services provided by the hotel, the hotel is to act such upon its knowledge thereof or upon complaint lodged without delay by the customer. The customer is obligated to do everything that can reasonably be expected to remedy the given defect and to minimise any possible damage.
2. The hotel is liable to the customer for property brought into the hotel in accordance with the statutory provisions, i.e. up to one hundred times the room rate, not to exceed € 25,000. Cash, securities and valuables up to a maximum value of € 100,000 may be stored in the hotel safe or up to a maximum value of € 5,000 in the room safe. The hotel recommends that guests make use of this option. Liability claims expire unless the customer notifies the hotel immediately upon gaining knowledge of the loss, destruction or damage (Section 703 of the German Civil Code). With regard to more extensive liability of the hotel, no. 1 sentences 2 to 4 supra shall apply respectively.
3. Insofar as a parking space is provided to the customer in the hotel garage or in a hotel car park, this does not constitute a safekeeping agreement, even if a fee is exchanged. 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, except in cases of intent or gross negligence. No. 1 sentences 2 to 4 supra shall apply respectively.
4. Wake-up calls are carried out by the hotel with the greatest possible diligence. Messages, mail and merchandise deliveries for guests are handled with care. The hotel will deliver hold and on request and for a fee forward such items. No. 1 sentences 2 to 4 supra shall apply respectively.

## VIII. Final provisions

1. Any amendments and additions to the contract, application acceptances or these General Terms and Conditions shall be in written form. Unilateral amendments or additions on the part of the customer are invalid.
2. The place of fulfilment and payment is the location of the hotel.
3. The exclusive place of jurisdiction – including for disputes concerning cheques and bills of exchange – shall be in commercial transactions the registered office of the hotel. Insofar as a contracting party complies with the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and does not have a place of general jurisdiction in Germany, the place of jurisdiction shall be deemed to be the registered office of the hotel.
4. German law is deemed to apply. Application of the UN Convention on the International Sale of Goods and of the conflict of laws is excluded.
5. Should individual provisions set out in these General Terms and Conditions for Hotel Accommodation be invalid, this shall not affect the validity of the remaining provisions. The relevant statutory regulations apply otherwise.