

General Terms and Conditions of Business

§ 1 General

1. These General Terms and Conditions of Business form part of all quotations and agreements regarding the accommodation of guests by the hotel operator, and govern all current and future business relationships. They also apply to all additional services and deliveries rendered to the guest by the hotel.
2. Divergent agreements and terms and conditions - and in particular the guest's or booking agency's terms and conditions - are only valid if they have been expressly confirmed in writing by the hotel operating company.
3. The parties to the contract are the respective hotel's operating company and the guest.
4. Advertisements and price information issued by the hotel operating company, including in electronic form, are subject to confirmation. A hotel accommodation contract is concluded upon acceptance (confirmation of reservation) of the offer (booking) by the guest. The contents of the reservation confirmation by the hotel operating company are definitive. Alternative statements or agreements on the part of a reserving travel agency or the operator of an internet reservations site (e.g. <http://www.hotel.de>), who are only brokers and not agents for the hotel operating company, have no legal merit without the written confirmation of the hotel operating company.
5. Where third parties make a booking for a guest, the third party shall be held jointly liable with the guest. This does not apply to third parties acting exclusively as brokers (e.g. travel agencies, internet portals). Any third party who makes a reservation for a guest is responsible for providing basic information regarding the guest upon request, such as first and last name and home address, and shall be held liable for incorrect or inaccurate information. The third party is also obliged to make the guest aware of these General Terms and Conditions of Business.
6. If an individual makes a reservation for him/herself and his/her spouse or for a third party, then they shall be jointly liable. The same applies to reservations for children.
7. Sub-letting of the room provided shall only be permissible with the prior consent of the hotel. The use of a room for purposes other than accommodation also requires prior consent.
8. Any changes and amendments to a contract concluded between the hotel operating company and the guest must be made in writing.
The place of performance and payment is the location of the hotel's registered office.
In the case of contracts concluded with tradesmen as defined by § 1 of the German Commercial Code, the sole place of jurisdiction is the registered office of the hotel. The contract is governed by the laws of the Federal Republic of Germany.
If individual provisions of these General Terms and Conditions of Business become invalid, this shall not result in the remaining clauses becoming void.

§ 2 Services and Payment

1. The hotel operating company is obliged to hold the reserved room available for the guest in accordance with these General Terms and Conditions of Business and to perform the services agreed upon.
2. The guest undertakes to pay the agreed price for the provision of the room and for the performance of the services utilised by him/her. If the hotel operating company incurs expenses from third parties for services ordered by the guest, the guest must reimburse it for these.
3. The agreed prices are valid inclusive of statutory sales tax. If, between the confirmation of reservation and the actual performance of the service, the applicable sales tax rate changes, then the sales tax rate that is valid at the time that the service is performed shall apply.
4. The invoices of the hotel operating company are payable immediately upon receipt and without deductions. For every reminder issued after failure to settle an invoice in due time, a blanket reminder fee in the amount of €5.00 may be invoiced. Cheques will be accepted in settlement of the hotel operating company's invoices on the proviso of fulfilment and only with its prior consent. Cheque fees shall be for the account of the guest.
5. The hotel operating company is entitled to require a reasonable advance payment or deposit upon conclusion of

the contract or afterwards, the amount and due date of which must be agreed in writing. For stays of long duration, the hotel operating company is entitled to request payment of accumulating accounts by means of an interim invoice and to require immediate payment. § 266 of the German Civil Code does not apply in this respect.

6. Only an undisputed or legally established claim may be offset against a claim by the hotel operating company.

§ 3 Withdrawal from Contract, Cancellation

1. The guest is entitled at any time to withdraw from the contract under the following terms:
In the event of a withdrawal from the reservation, the hotel operating company is entitled to reasonable compensation. In such cases, the hotel may choose to demand a blanket payment instead of specifically calculated compensation. The lump-sum cancellation cost is 90% of the charge for overnight accommodation without breakfast, 90% of the charge for overnight stays with breakfast, 70% of the charge for accommodation with half board and 60% of the charge for accommodation with full board. The guest is at liberty to attempt to demonstrate to the hotel that it incurred no or lesser costs than the lump-sum cancellation costs requested.
2. If the guest fails to utilise the booked room or services without notifying the hotel in due time, the compensation payable shall be 100% of the agreed charge. The guest is at liberty to attempt to demonstrate to the hotel that it incurred no or lesser costs than the lump-sum cancellation costs requested.
3. If the guest is contractually entitled to withdraw from the agreement within a certain period of time without further consequences, the hotel operating company is not entitled to compensation. The receipt by the hotel operating company of written notification of intent to withdraw from the contract is decisive for the cancellation.
4. In so far as the guest has been granted a cost-free entitlement to withdraw from the contract, the hotel operating company is also entitled to withdraw from the contract within the agreed timeframe if the hotel receives other enquiries for the reserved room from other guests and the guest does not provide a final confirmation of booking upon request.
5. In addition, if an agreed prepayment or deposit is not paid within the agreed timeframe, the hotel operating company is entitled to withdraw from or cancel the contract without notice.
6. The right of the hotel to withdraw from the contract for justifiable cause is unaffected by this clause. In particular, justifiable cause includes:
 - a) force majeure or other unimputable circumstances that render the performance of the contract impossible;
 - b) if rooms or services are booked by giving misleading or incorrect information with regard to significant facts, specifically with regard to the guest's person or the purpose for the reservation;
 - c) if there is justified cause to believe that the availment of the hotel's services would compromise the smooth running of the business, and the security or reputation of the hotel;
 - d) if the room is sublet without authorisation or prior agreement;
 - e) if the hotel operating company becomes aware that the guest's financial circumstances have worsened significantly after the conclusion of the contract, in particular if there are already outstanding sums owing to the hotel on the part of the guest which he/she has not paid, or he/she does not provide an adequate deposit and thus the recovery of the sum owing appears to be at risk;
 - f) if insolvency proceedings have been applied for or launched against the guest, or if a petition for insolvency proceedings has been rejected due to lack of assets;
 - g) if, on the day of arrival, the guest does not avail him/herself of the room within the period of time set out below.

§ 4 Arrival and Departure

1. Unless otherwise confirmed in writing, the guest has no right to rent a particular hotel room.
2. Reserved rooms are made available from 2pm on the agreed day of arrival. The guest must avail him/herself of the room no later than 6pm on the agreed day of arrival. Unless the agreed cost is guaranteed by credit card, a later arrival time has been agreed in advance, or the guest notifies the hotel on the day of arrival that he/she

will be arriving late, the hotel operating company is entitled to reallocate the room to another guest after 6pm without the former being entitled to any compensation as a result. In this respect, the hotel operating company has the right of withdrawal.

3. The room used by the guest is to be vacated and released by 12 noon on the day of departure. If the guest only vacates and releases the room after 12 noon, the hotel operating company may invoice the daily room rate, and after 6pm the full room rate, in recompense for any loss or damage incurred by it as a result of the delay. The guest is at liberty to attempt to demonstrate to the hotel that it incurred no or only a small loss.

§ 5 Liability, Statute of Limitations

1. In the event of an inadequacy or disruption in the performance of the agreed services, the hotel operating company is obliged, upon notification by the guest, to provide redress. If the guest culpably omits to notify the hotel of a deficiency, then no claim for a reduction shall apply.
If the hotel operating company is unable to provide a reserved room to the guest for reasons for which the hotel is responsible, then it is entitled to accommodate the guest in another hotel in the area of the same or a higher category. It is obliged to reimburse the guest, upon presentation of proof, for the cost of a telephone call and any transport costs to the other hotel that he/she incurs. Further claims are excluded, unless they are predicated on intent or gross negligence.
2. For all damages arising from injury to life, limb or health, liability shall be incurred according to statutory provisions.
3. For other damages arising from slight negligence the hotel shall only be liable if a significant contractual duty on the part of the hotel operating company has been breached. Liability is limited to losses that are foreseeable and typical for this type of contract. Furthermore, liability is limited for each case of loss in individual and all cases of loss arising from and in connection with the contractual service to a sum of a maximum of €500,000.00 for loss or damage to property and to a maximum of €50,000.00 for financial loss. In the event that the loss or damage is predicated on gross negligence or malicious intent on the part of the hotel operating company, or its agents, the exclusion and limits of liability do not apply.
4. For items brought to the hotel by the guest, the hotel operating company shall be liable within the limits of the statutory provisions, however up to a sum of no more than €3,500.00; and no more than €800.00 in the case of articles of value (cash, jewellery, etc.). Money and valuables that are kept in the hotel safe are insured up to a sum of €10,000.00.
5. If a parking space is made available in the hotel car park or underground garage, including in return for payment, this does not constitute a safekeeping agreement. There is no duty on the part of the hotel to monitor the vehicle. If a vehicle parked in the hotel car park or underground garage should go missing, or be damaged, the hotel operating company shall not be liable, unless intent or gross negligence can be proven on the part of the hotel operating company or its agents.
6. Wake-up calls requested by the guest shall be carried out with all due care. Claims for loss or damage, except in the case of intent or gross negligence, are precluded.
7. Items of mail and packages, as well as messages for guests, will also be treated with due care. They will be retained and forwarded by the hotel operating company and on request redirected for a charge. Upon request lost property will also be forwarded to the guest for a charge. The hotel operating company is only liable in case of intent and gross negligence. After a period of one month has expired it is entitled to hand over any found or kept items to a lost property office.
8. Claims for loss or damage by the guest become time barred within two years, calculated from the time when notice is given of the damage or loss. Regardless of whether notice is given of loss or damage, claims for such become time barred after three years from the moment when the loss or damage occurred. This does not apply to the liability for loss or damage arising from injury to life, limb and health, or for liability for other loss or damage if this was caused by the hotel operating company or its agents as a result of gross negligence or intent.