

A. Conclusion of Contract, Parties, Liability, Statute of Limitations

1. The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm the room reservation in writing.

B. Services, Prices, Payment, Set-Off

1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.

2. The customer is obligated to pay the applicable or agreed hotel prices for rooms provided and for other services used. This shall also apply to the hotel's services and outlays to third parties caused by the customer.

The agreed prices include applicable value-added tax as required by law.

3. Hotel invoices not showing are payable at once upon receipt. The hotel shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 percent or, with legal transactions with a consumer, in the amount of 5 percent above the base interest rate. The hotel reserves the right to prove greater damage.

4. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, observing the legal provisions for package tours. The amount of the advance payment and payment dates may be agreed in writing in the contract.

C. Repudiation by Customer (Cancellation, Annulment)/Failure to Use Hotel Services (No Show)

1. In the case of conferences / group reservations of 6 or more persons, cancellation fees of 80% will be charged in case of cancellation from the day of the booking. The customer's cancellation is to be made in writing and confirmed by the hotel in writing.

2. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses. Cancellation is free of charge up to 20 days prior to arrival. Starting the 21st day the following cancellation policy is applicable (attributable to fixed costs): At its discretion, the hotel may demand the contractually agreed compensation and to make a flat-rate deduction for saved expenses. In this case, the customer is obligated to pay 80 percent of the contractually agreed rate for lodging with or without breakfast, for room and half-board, and room and full-board arrangements.

3. If the customer cancels a booked event as late as 35 days before the date scheduled for the event / celebration, the hotel may charge 50% of the catering turnover lost. This shall rise to 70% where a booked event is cancelled later than assumed above.

4. Bookings for christmas – new year: 80 % from the day of the booking

D. Repudiation by Hotel

1. To the extent that a right of cancellation within a certain period was agreed in writing for the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission upon inquiry thereof by the hotel. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract; or rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose;
2. The customer can derive no right to compensation from justified cancellation by the hotel.

E. Room Availability, Delivery and Return

1. The customer does not acquire the right to be provided specific rooms.
2. Reserved rooms are available to the customer starting at 2:30 p.m. 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 10:45 a.m. on the agreed departure date.
4. Unless otherwise agreed for late arrival after 6:00 p.m. the hotel reserves the right to offer rooms ordered to other customers

F. Change of number of participants, group reservations from 6 persons and events

1. The hotel needs to be informed of any change to the number of participants by more than 10% five business days before the event is scheduled to begin. Any such change is subject to the hotel's written consent.
2. Any reduction by the customer of the number of participants or the number of rooms by up to 5% will be recognised by the hotel in accounting for its services.
3. Where the shortfall exceeds 5%, the hotel will charge in accordance with item C.No. 2
4. Where the number of participants is higher than agreed, billing is for the actual number of participants/rooms.
5. Where the number of participants is higher than 20%, the hotel is entitled to exchange the confirmed room reservations unless this is unacceptable to the event organizer.
6. If the events agreed starting or ending times change without the hotels prior written consent, the hotel may charge for the added cost of stand-by service, unless the hotel bears blame.

G. Food and Beverages

1. The customer may not bring along food and beverages. Exceptions require a written agreement with the hotel. In these cases, a contribution to cover the overhead costs is calculated.

H. Technical Facilities and Services

1. If the hotel orders resp. provides technical or other services from third parties for the customer, it acts on the authority of and on behalf of the Client. The customer is liable for the careful treatment and proper return. The hotel is free from all claims of third parties for the use of such equipment.
2. In case technical equipment or other facilities provided by the hotel fails, will be solved promptly resp. as soon as possible. Payments may not be withheld or reduced as far as the hotel cannot be held responsible for the disorders.

I. Liability of the Hotel

1. The hotel is liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such which result from injury to life, body or health and the hotel is responsible for the breach of the obligation, other damage which is caused from an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the hotel which are typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or employee. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum.
2. The hotel is liable to the customer for property brought in to the hotel in accordance with the statutory provisions, i.e., up to one hundred times the room rate, not to exceed € 3,500 and up to € 800 for cash, securities and valuables. Cash, securities and valuables up to a maximum value of € 3.000,- may be stored in the hotel safe. The hotel recommends that guests utilize this possibility.
3. The hotel assumes no liability for loss of or damage to motor vehicles parked or maneuvered on the hotel's property, nor the contents thereof, excepting cases of intent or gross negligence. Nr. 1, sentences 2 to 4 supra shall apply respectively.

J. Final Provisions

1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the hotel's registered office.
3. In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party fulfills the requirements of § 38, para. 2 of the German Code of Civil Procedure and does not have a general venue within the country, the courts at the location of the hotel's registered office shall have jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.