

# Terms and Conditions

## FOR HOTEL ACCOMMODATION CONTRACTS (VERSION 2024)

### I. SCOPE OF APPLICATION

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation, as well as all related services and deliveries provided by the hotel to the customer (hotel accommodation contract).

The term "hotel accommodation contract" includes and replaces the following terms: accommodation, guest accommodation, hotel, or hotel room contract.

2. The subletting or further leasing of the provided rooms, as well as their use for purposes other than accommodation, require the prior written consent of the hotel. Section 540, paragraph 1, sentence 2 of the German Civil Code (BGB) is waived as long as the customer is not a consumer.

3. The customer's general terms and conditions will only apply if expressly agreed upon in writing beforehand.

## **II. CONCLUSION OF CONTRACT, PARTIES, LIMITATION PERIOD**

1. The contract is concluded when the hotel accepts the customer's application. The hotel is free to confirm the room booking in writing.
2. The contracting parties are the hotel and the customer. If a third party has made the booking on behalf of the customer, they are liable to the hotel together with the customer as joint debtors for all obligations arising from the hotel accommodation contract, provided the hotel has received a corresponding declaration from the third party.
3. All claims against the hotel expire after one year from the start of the statutory limitation period. Claims for damages expire after five years regardless of knowledge, as long as they are not based on injury to life, body, health, or freedom. These claims for damages expire in ten years. The reduction of the limitation period does not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

## **III. SERVICES, PRICES, PAYMENT, SET-OFF**

1. The hotel is obligated to provide the rooms booked by the customer and to deliver the agreed services.
2. The customer is obligated to pay the agreed or applicable prices of the hotel for room rental and any additional services used. This also applies to services and expenses arranged by the customer that are paid to third parties by the hotel. The agreed prices include the applicable statutory VAT.

3. The hotel may condition its consent to a subsequent reduction in the number of booked rooms, services provided by the hotel, or the customer's length of stay on an increase in the price for the rooms and/or other hotel services.

4. Invoices from the hotel without a due date are payable within 10 days of receipt without deduction. The hotel is entitled to demand immediate payment of due claims at any time from the customer. In the event of late payment, the hotel is entitled to charge the currently applicable default interest of 8%, or 5% above the base rate for transactions involving a consumer. The hotel reserves the right to prove higher damages.

5. The hotel is entitled to require an appropriate advance payment or security deposit from the customer upon contract conclusion in the form of a credit card guarantee, down payment, or similar. The amount of the advance payment and payment dates may be agreed upon in writing in the contract. For advance payments or security deposits for package travel, the statutory provisions remain unaffected.

6. In justified cases, such as customer payment default or an expansion of the scope of the contract, the hotel is entitled to demand an advance payment or security deposit as per section 5 above, or an increase in the agreed advance payment or security deposit up to the full agreed amount, even after the conclusion of the contract and until the start of the stay.

7. The hotel is further entitled to request an appropriate advance payment or security deposit from the customer at the beginning and during the stay for existing and future claims from the contract, provided such a payment has not already been made according to sections 5 and/or 6 above.

8. The customer may only offset or reduce a claim of the hotel with an undisputed or legally established claim.

9. The guest agrees that the hotel is entitled to charge the credit card provided at the time of booking in the event of unpaid departure or an outstanding balance after departure. This charge covers outstanding amounts incurred during the stay, including but not limited to room charges, restaurant, bar, and spa bills, as well as charges for activities. The guest will be notified of such a charge by email or post.

#### **IV. CUSTOMER CANCELLATION OR NON-USE OF HOTEL SERVICES (NO SHOW)**

1. The accommodation contract can be terminated without a cancellation fee by unilateral declaration of the contracting party up to a maximum of 3 months before the agreed arrival date of the guest.
2. Customer cancellation of the contract requires the hotel's consent in writing. The following conditions apply to cancellations:
  - a.) The customer must cancel the booking in writing.
  - b.) In the event of cancellation by the customer, the hotel is entitled to reasonable compensation. Instead of calculating specific compensation, the hotel claims a cancellation fee.

c.) The cancellation fee is:

- 40% of the agreed price for cancellation up to one month before the arrival date
- 70% of the agreed price for cancellation up to one week before the arrival date
- 90% of the agreed price for later cancellations.

The customer is permitted to prove that the hotel suffered no damage or that the damage incurred was lower than the claimed cancellation fee. The timeliness of the notice is determined by the date of receipt of the customer's declaration by the hotel.

3. The provisions in section IV. 1. regarding compensation apply accordingly if the customer does not use the booked room or services without notifying the hotel in advance.

## **V. HOTEL WITHDRAWAL**

1. If it has been contractually agreed that the customer can cancel the contract free of charge within a certain period, the hotel is likewise entitled to withdraw from the contract during this period if inquiries from other customers regarding the booked rooms exist and the customer does not waive their right to withdraw upon the hotel's inquiry.

2. If an agreed advance payment or security deposit as per section III. 5 and/or 6 is not made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to withdraw from the contract for a justified reason, for example if:

- Force majeure or other circumstances beyond the hotel's control make fulfillment of the contract impossible;
- Rooms or spaces were booked under misleading or false information of essential facts, e.g., about the customer or the purpose of the stay;
- The hotel has reasonable grounds to believe that the use of hotel services may endanger the smooth operation of the business, safety, or the hotel's public reputation, without this being attributable to the hotel's control or organization;
- The purpose or reason for the stay is unlawful;
- There is a violation of section I. 2. above.

4. In the event of a justified withdrawal by the hotel, the customer has no claim to compensation.

## **VI. ROOM AVAILABILITY, HANDOVER, AND RETURN**

1. The customer has no claim to the provision of specific rooms, unless expressly agreed in writing.

2. Booked rooms are available to the customer from 3:00 PM on the agreed arrival date. The customer has no claim to earlier availability.

3. On the agreed departure date, rooms must be vacated and made available to the hotel by 11:00 PM at the latest. After this time, the hotel may charge 50% of the full accommodation price (list price) for use of the room beyond the contract period until 6:00 PM, and 100% after 6:00 PM.

Contractual claims of the customer are not established by this. The customer is free to prove that the hotel incurred no or a significantly lower claim for usage fees.

## **VII. HOTEL LIABILITY**

1. The hotel is liable for its obligations under the contract. Claims for damages by the customer are excluded, except for damages resulting from injury to life, body, or health, if the hotel is responsible for the breach of duty, or for other damages based on an intentional or grossly negligent breach of duty by the hotel, or damages based on a negligent breach of typical contractual obligations. The breach of duty by the hotel includes breaches by its legal representatives or agents. In the event of disruptions or defects in the hotel's services, the hotel will endeavor to remedy them upon knowledge or immediate complaint by the customer. The customer is obligated to do whatever is reasonable to remedy the disruption and minimize possible damage.

2. The hotel is liable to the customer for items brought in under the statutory provisions. The liability is limited to one hundred times the room price, but no more than €3,500, and for money, securities, and valuables, no more than €800. Money, securities, and valuables can be stored in the hotel or room safe up to a maximum value of €(insert the hotel's insurance sum). The hotel recommends making use of this option.

3. If the customer is provided with a parking space in the hotel garage or parking lot, even for a fee, this does not constitute a safekeeping contract.

In the event of theft or damage to vehicles parked or maneuvered on the hotel property and their contents, the hotel is not liable, except in cases of intent or gross negligence. For the exclusion of the customer's claims for damages, the provision of the above section 1, sentences 2 to 4 apply accordingly.

4. Wake-up calls will be carried out by the hotel with the utmost care. Messages, mail, and packages for guests will be handled with care. The hotel will arrange delivery, storage, and – upon request – forwarding for a fee. For the exclusion of the customer's claims for damages, the provision of the above section 1, sentences 2 to 4 apply accordingly.

#### **VIII. FINAL PROVISIONS**

1. Amendments and additions to the contract, the acceptance of the application, or these general terms and conditions should be made in writing. Unilateral changes or additions made by the customer are invalid.

2. The place of performance and payment is the location of the hotel.

3. The exclusive place of jurisdiction—for commercial transactions, including disputes regarding checks and promissory notes—is the hotel's registered office. If a contractual party meets the requirements of section 38, paragraph 2 of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction within Germany, the place of jurisdiction will be the hotel's registered office.



4. German law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict of laws is excluded.

5. Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall not be affected. In all other respects, the statutory provisions shall apply.