

Terms and Conditions

Scope

1. These terms and conditions apply to contracts concerning the rent of hotel rooms for accommodation and apply to all other supplies and services provided to the customers by the hotel.
2. The sub - or re-leasing of rooms and their use for purposes other than accommodation require the prior written consent of the hotel.
3. Terms and Conditions of the customer shall apply only if agreed so in advance.

Conclusion of the contract, contracting parties, contractual liability; statute of limitation

1. The contract is concluded by the hotel accepting the application of the customer. The hotel has the liberty to confirm the room reservation in writing.
2. Contractual parties are the hotel and the customer. If a third party has arranged the reservation for a customer, then the third party and the customer are both liable as joint debtors for all obligations concerning the hotel accommodation contract, if the hotel has a corresponding statement of the third party.
3. The hotel is liable for all the obligations as agreed upon in the contract. As to non-typical supplies and services, the liability of the hotel is limited to to intent and gross negligence.
4. The limitation period for all claims of the customer is 6 months.
5. This limitation of liability and short period of limitation apply in favour of the hotel, they also apply in favour of the hotel to positive breaches of the contract and / or to breaches of the obligations during contract initiations.

Services, Prices, Payment, Netting

1. The hotel is obliged to keep the rooms available that have been booked by the customer. The hotel is obliged to provide the agreed services.
2. The customer is obliged to pay the valid, respectively agreed upon, prices of the hotel for the provided accommodation and for all the other services used by the customer. This also applies to services and expenses of the hotel that have been arranged by the
3. The agreed prices include the applicable VAT. Changes in the rate of the VAT after the conclusion of the contract are to be borne by the guest respectively the customer .
4. The prices may be adjusted by the hotel, if the customer, after the conclusion of the contract, wants to make changes as to the number of booked rooms, or as to the services of the hotel, or as to the duration of the stay of the guests, and if the hotel agrees to alterations of the contract.

5. Individual Guest invoices are payable at the latest upon departure by cash or credit cards that are accepted by the hotel. Other hotel invoices not showing a due date are to be paid within 10 days from the receipt of the invoice and without deduction. The hotel is entitled to call in accrued charges at any time and to demand immediate payment. In case of default, the hotel is entitled to charge interest at the rate of 4% above the discount rate of the Deutsche Bundesbank. The customer remains entitled to evidence lower, the hotel higher damages.
6. Taking into account the legal provisions for package tours, the hotel is entitled to claim an appropriate advance payment or a provision of security at or after the conclusion of the contract. The amount of the advance payment and the payment dates may be agreed upon in the contract in writing.
7. The customer may only offset or reduce an undisputed or legally binding claim against a claim by the hotel.

Cancellation by the Customer

1. Cancellation by the customer of the contract concluded with the hotel requires the written consent of the hotel. If there is no such consent, then the price agreed in the contract must be paid, even if the customer does not make use of contractual services. This does not apply in cases of delays in performance of the hotel. This does not apply if the service provision is impossible and the hotel is responsible for not providing the service.
2. Insofar as the hotel and the customer agreed upon a date for the cancellation of the contract in writing, the customer may rescind the contract until the agreed upon cancellation date, without incurring payment or damage compensation claims by the hotel. The right of rescission expires if he does not exercise his cancellation right in writing to the hotel by the agreed date. The right of rescission does not expire in cases of delays in performance of the hotel. The right of rescission does not expire if the service provision is impossible and the hotel is responsible for not providing the service.
3. If the customer does not make use of the room, then the hotel must deduct the income from renting the room to a third party and must deduct saved expenses from the customer's bill.
4. The Hotel shall be free to determine a lump sum, if the customer has caused damages to the hotel. The customer is then obliged to pay 80% of the contractually agreed upon rate for lodging with or without breakfast, and to pay 60% of the contractually agreed upon rate for catering. The customer is free to prove that no damages were incurred or that the damages to the hotel were lower than the amount demanded.

Cancellation by the Hotel

1. If a right of rescission has been agreed upon in writing within a specified period, the hotel is entitled on its part to terminate the contract during this period if there are inquiries from other customers regarding the contractually reserved rooms, and the customer does not waive his right of rescission when asked to do so by the hotel .
2. If an agreed advance payment is not made even after a reasonable grace period set by the hotel and a warning of rejection, then the hotel is likewise entitled to rescind the contract.
3. Moreover, the hotel is entitled to withdraw from the contract in cases of extraordinary justifiable causes, for example, if
 - a. a force majeure or other circumstances beyond the responsibility of the hotel make it impossible to fulfil the contract;
 - b. Rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose;
 - c. the hotel has justified cause to believe that the use of the hotel's services might jeopardize the smooth operation, security or reputation of the hotel in public;
4. In cases of exercising the right of rescission, the hotel must notify the customer without delay.
5. There will be no entitlement to compensation by the customer when the cancellation of the hotel is justified.

Provision of the Room, Delivery and Return

1. The customer has no right to be provided specific rooms.
2. Reserved rooms are available to the customer from 15.00 clock on the agreed day of arrival. The customer has no right to earlier availability.
3. On the agreed day of departure the rooms are to be cleared made available to the hotel by 10.00 clock at the latest. For additional use of the room until 18.00 clock, the hotel can charge the resulting damage plus 50% of the full accommodation rate (list price), for additional use longer than 18.00 clock 100%. The customer is at liberty to show the hotel that no or considerably less damage has occurred.

Liability of the Hotel

1. The hotel is liable as far as the care of a prudent businessman applies. In non-typical services, however, this liability is limited to performance defects, damage, consequential damage, and disruptions resulting from intent or gross negligence of the hotel. Should disruptions or defects in the performance of the hotel occur, the hotel

will endeavor to take remedial action, as soon as it becomes aware of it or will receive immediate notification of the customer. The customer is obligated to a reasonable contribution in order to eliminate the disruption and to keep any possible damage at a minimum.

2. For property brought into the hotel, the hotel is liable to the customer in accordance with the statutory provisions, ie up to one hundred times the room rate, not more than 2500, - €, as well as money and valuables up to 770, - €. Money and valuables up to a maximum value of 770, - € can be stored at the hotel. The hotel recommends that guests make use of this possibility. Liability claims expire if the customer does not inform the hotel immediately after gaining knowledge of the loss, destruction or damage (§ 703 BGB).
3. Lost property shall only be forwarded at the request, risk and expense of the guests within a one month retention period. After this period, objects left behind will be eliminated with no claim for compensation. If the guest brings objects into the hotel and does not remove them in time, he is liable for any costs incurring to the hotel from removal or storage of said items.
4. If the customer is provided with the use of the garage or an outdoor parking space of the hotel, be it charged or not charged, this does not constitute a safekeeping agreement. If motor vehicles that have been parked on the hotel properties get lost or damaged, or the contents of said vehicles get lost or damaged, the hotel is not liable for any of these losses or damages, except for intent or gross negligence. This also applies to agents of the hotel.
5. Wake-up calls are carried out with the utmost care. Claims for damages from failing to wake up the customer are excluded.
6. Messages, mail and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and - upon request - forward such items for a fee. Claims for damages, except in cases of gross negligence or intent, are excluded.

Liability of the Guest

1. The guest is liable if he causes damage to the building, inventory, owners and employees of the hotel. It is irrelevant whether the damage is caused directly by the customer himself or by third parties in connection with the guest. The third parties include participants and visitors of events as well as the staff of the guest.
2. If an accompanying person or a visitor of the guest orders and consumes extra food and drink, then the guest is liable for the payment of the extra food and drink, if the accompanying person or visitor does not settle the payment immediately.

Final Clauses

1. Amendments and supplements to the contract, to the acceptance proposal or to these Terms and Conditions for Hotel Accommodation should be made in writing.
Unilateral amendments and supplements by the customer are invalid.
2. Place of performance and payment is the registered office of the hotel.
3. The exclusive jurisdiction - also for check and exchange disputes - and for commercial transactions (taking account of § 38 paragraph 1 ZPO) is the registered office of the hotel.
4. German law applies.
5. Should individual provisions of these terms and conditions be invalid or void, so the validity of the remaining provisions shall not be affected. Moreover, the statutory provisions apply.

Valid after the 1st of January 2002