Terms and conditions

Hotel Dear Customer,

Please refer to our terms and conditions for the hotel accommodation contract, which you accept your booking.

## 1. Introduction

- 1.1. Which caused by the customer and the hotel room booking adopted establishes a contractual relationship, the hotel accommodation contract.
- 1.2. These terms and conditions apply to contracts for the rental of hotel rooms for lodging and for all for any further services provided by the hotel.
- 1.3. require the sub-letting of the provided rooms, display cases or areas as well as their use for other accommodations or the contractually intended purposes are prohibited.
- 1.4. Customers Terms and Conditions apply only if agreed in advance.
- 2. Contract, contractors, and limitation of liability
- 2.1. The contract is through accepting the request of the customer by the hotel. The hotel is at liberty to confirm the room reservation in writing.
- 2.2. If the contents of the confirmation of the contents of the application, the differing content of the confirmation for the customer and the hotel exist if the customer does not make within 10 days after sending the confirmation of the offered resignation option.
- 2.3. Contracting parties are the hotel and the customer. If a third party placed the order, he is liable to the hotel together with the client jointly and severally for all obligations under the contract of accommodation, the hotel has provided a statement to the third party.
- 2.4. All claims against the hotel limitation period of one year from the limitation period. Damage claims shall, independent of knowledge in five years. Shortening the period of limitation shall not apply to claims based on an intentional or grossly negligent breach of obligation.
- 2.5. The short statute of limitations applies to the hotel's well in breach of obligations in the contract and breach of contract.
- 3. Room availability, delivery and return
- 3.1. The customer has no right to be provided specific rooms.
- 3.2. Reserved rooms are available to the customer from 14.00 clock on the agreed arrival date. The customer has the right to earlier availability without prior agreement. Reserved rooms must be occupied by no later than 18.00 clock. Otherwise, the hotel can have the room, unless a later arrival time has been agreed.
- 3.3. On the agreed day of departure the rooms must be vacated no later than 11:00 clock. After that, the hotel above the put to him by later eviction damages arising out of the additional use of the room until 18.00 clock 50% of room rate, from 18.00 clock 100%, where it is permissible for the customer to prove to the hotel that no or much lesser damage has occurred. The customer must notify the receiving a departure after 11:00 clock clock later than 22.00 the day before.
- 4. Services, Prices, Payment,
- 4.1. The hotel is obligated to keep the booked rooms and to provide the agreed services. The hotel services resulting from the brochure description and based on this confirmation.

- 4.2. The customer is obligated to pay for the rooms provided and for which he claimed other benefits, the applicable or agreed hotel rates. This is also caused by the customer for services and expenses of the hotel to others.
- 4.3. As far as the Prospectus otherwise advertised, the price includes booking rooms at the lodging, meals only, if booked, service charge and sales tax at the legally applicable rate. All prices and agreements made in euros. A change in the VAT rate, then the agreed prices change accordingly, the hotel is entitled to charge the sales tax increase to.
- 4.4. The prices can be changed by the hotel if the customer later changes in the number of reserved rooms, the hotel services or the duration of the guests and the hotel agrees. If the customer requests a subsequent reduction of the reserved rooms, the hotel's services or the length of stay, the consent of the hotel can be made conditional that the price of rooms and / or increases of other hotel services.
- 4.5. Hotel bills without a due date within 10 days from receipt of the invoice without deduction. The hotel is entitled to accrued at any time and without delay to demand payment. If payment is delayed, the hotel is entitled to demand the respectively applicable statutory default interest of 5% above the base rate or, with legal transactions in which a consumer is not involved in the rate of 8% above the base rate.
- 4.6. The hotel has the right of contract by the customer a reasonable advance payment or security in the form of a credit card guarantee, a deposit or to request similar. The amount of the advance payment and payment dates can be agreed in the contract. In case of advance payments or security deposits for package tours, the statutory provisions.
- 4.7. In justified cases, for example Delay in payment of the customer, the hotel is right, even after the contract until the beginning of the stay a deposit or guarantee under above-mentioned No. 4.6. or to require an increase in the contract agreed advance payment or security to the full agreed fee.
- 4.8. The hotel is also entitled to the beginning and during the stay by the customer a reasonable advance payment or security deposit as defined above-mentioned No. 4.6. demand for existing and future claims under the contract, if such is not already provided above 4.6. and / or 4.7. was done.
- 4.9. The customer can count only on an undisputed or legally valid claim against a claim of the hotel or right of retention.
- 5. Rescission by customer (cancellation)
- 5.1. Cancellation by the customer of the contract concluded with the hotel requires the written consent of the hotel. Is not given, then the price agreed in the contract must be paid even if the customer does not avail himself of contractual services. This does not apply in cases of breaches by the hotel or one of his own fault, impossibility of performance.
- 5.2. For lodging up to 14 persons (= Individual guest), the customer, by 22 Calendar days prior to arrival to cancel the contract without payment or compensation claims by the hotel. Then it is up to the hotel that it incurred from the customer to replace harm to generalize as follows:
- a) 21 to 15 Calendar day before arrival
- = 50% of room rate
- b) 14 to 4 Calendar day before arrival
- = 70% of room rate
- c) from 3 Calendar day before arrival
- = 80% of room rate

At the Arriaval Day 100% from the Hotelprice.

5.3. In order or cancellation of reserved space / room and arrangements are charged as

## follows:

- a) 30 to 21 days before the event
- = 45% of the agreed services
- b) 20 to 11 days before the event begins
- = 70% of the agreed services
- c) 10 to 0 days before the event
- = 100% of the agreed services
- 5.4. The in para 5.2. and 5.3. listed the customer's right to withdraw without payment or compensation claim goes by the hotel if it is not up to the above mentioned dates are right in writing exercises across the street, unless a delay in performance of the hotel or by him for the impossibility of Power supply is present.
- 5.5. The customer is at liberty to show that no harm was done or the damage to the hotel were lower than those noted in para 5.2. to 5.4. amount demanded. If the customer unused rooms, the hotel revenue from renting the other room has to be counted.
- 6. Rescission by customer (cancellation)
- 6.1. If a right to cancel the customer within a specified period agreed in writing (see also paragraph 5.2.) Is the hotel in this period also entitled to withdraw from the contract if there are inquiries from other customers regarding the contractually reserved rooms and the customer when asked by the hotels on his right of withdrawal is not waived.
- 6.2. If an agreed advance payment even after a reasonable grace period set by the hotel with warning of rejection is not forthcoming, the hotel is entitled to withdraw from the contract.
- 6.3. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract cause, for example if
- a) force majeure or other circumstances beyond the hotel is not the fulfillment of the contract impossible;
- b) Room with misleading or false statements of material facts, such in the person of the customer or the purpose of the booking;
- c) the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation, security or reputation of the hotel in public, without this the management or organization of the hotel is attributable;
- d) a breach of Section 1.3. present.

## 7. Liability of the hotel

- 7.1. The hotel is liable to the diligence of a prudent businessman. This liability is in non-typical range 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, the hotel with knowledge or to a breach of the customer will seek to remedy. The customer is obligated to contribute reasonable to fix the problem and to keep any possible damage.
- 7.2. Property brought into the hotel the customer is liable under the statutory provisions, ie up to one hundred times the room rate, not exceeding EUR 3.500,00 for cash, securities and valuables up to EUR 800.00, provided they were kept in a locked safe. Money, securities and valuables up to a maximum value corresponding to the sum insured on each hotel in the hotel safe. Liability claims expire unless the customer after learning of the loss, destruction or damage to the hotel immediately (§ 703 BGB). The liability exists only if the room or container in which the objects were left were locked.

- 7.3. If the customer is a parking space in the hotel garage or a hotel parking lot, even if a charge is made available, this does not constitute a safekeeping agreement. For loss of or damage to the premises parked or motor vehicles and their contents, the hotel is not liable, except for willful misconduct or gross negligence. This also applies to agents of the hotel.
- 7.4. Wake-up calls are carried out with the utmost care. Claims for damages, except in cases of intent or gross negligence are excluded.
- 7.5. Information of any kind are to be accurate, but without engagement.
- 7.6. Messages, mail and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and on request for a fee forward such items. Claims for damages, except in cases of intent or gross negligence are excluded.
- 7.8. The hotel can accept in certain cases, free transport of passengers and luggage. The liability for personal injury and property damage is limited to the statutory motor insurance. For loss and delays the hotel takes no responsibility.
- 7.9. For other services, mediated by the hotel hotels, no liability is assumed.
- 8. Special Notes
- 8.1. Animals may be brought by the guests only with the prior consent of the hotel management and against a surcharge.
- 8.2. Lost and found items are at heart and / forgotten items will be forwarded upon request and payment of costs. The hotel will keep the items for a period of 6 months. Then the objects which are apparent value, be handed over to a local lost property office.

## 9. Final Provisions

- 9.1. Changes or additions to the contract, the acceptance of these Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral amendments and supplements by the customer are not valid.
- 9.2. Performance and payment is the location of the hotel.
- 9.3. The exclusive jurisdiction also for check and exchange disputes for commercial traffic of the location of the hotel.
- 9.4. German law applies.
- 9.5. If any provision of these Terms and Conditions for Hotel Accommodation be ineffective or invalid, the validity of the remaining provisions shall not be affected.

  As of January 2020