



## GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS

### 1. SCOPE

- 1.1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all other services and deliveries provided by the hotel to the customer in this context (hotel accommodation contract). They do not apply to package tours within the meaning of § 651a BGB (German Civil Code). The term "hotel accommodation contract" encompasses and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract, hotel room contract.
- 1.2. The subletting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, require the prior consent of the hotel in text form, whereby the right of termination in accordance with § 540 (1) sentence 2 BGB is waived.
- 1.3. The customer's general terms and conditions shall only apply if this has been expressly agreed in writing.

### 2. CONCLUSION OF THE CONTRACT, CONTRACTUAL PARTNERS; STATUTE OF LIMITATIONS

- 2.1. The contracting parties are the hotel and the customer. The contract is concluded when the hotel accepts the customer's application. In the case of bookings made via the hotel's own website, the contract is concluded when the "RESERVE" button is clicked.
- 2.2. All claims against the hotel shall generally become time-barred one year after the start of the statutory limitation period. This shall not apply to claims for damages and other claims, provided that the latter are based on an intentional or grossly negligent breach of duty by the hotel.

### 3. SERVICES, PRICES, PAYMENT, SET-OFF

- 3.1. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
- 3.2. The customer is obliged to pay the agreed or applicable hotel prices for the provision of rooms and any other services used by them. This also applies to services ordered by the customer directly or through the hotel, which are provided by third parties and paid for by the hotel.
- 3.3. The agreed prices include the taxes and local charges applicable at the time of conclusion of the contract. Local charges owed by the guest themselves under the respective local law, such as visitor's tax, are not included. In the event of a change in the statutory sales tax or the introduction, change, or abolition of local charges on the subject of the service after conclusion of the contract, the prices will be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between the conclusion of the contract and the fulfillment of the contract exceeds four months.



- 3.4. The prices may also be changed by the hotel if the customer subsequently requests changes to the number of rooms booked, the hotel's services, or the length of stay of the guests and the hotel agrees to this.
- 3.5. If payment on account has been agreed, payment must be made without deduction within seven days of receipt of the invoice, unless otherwise agreed.
- 3.6. The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in writing in the contract. In the event of default of payment by the customer, the statutory provisions shall apply.
- 3.7. In justified cases, for example, if the customer is in arrears with payment or the scope of the contract is extended, the hotel is entitled, even after conclusion of the contract and up to the beginning of the stay, to demand an advance payment or security deposit within the meaning of the preceding clause 3.5 or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.
- 3.8. The hotel is also entitled to demand an appropriate advance payment or security deposit from the customer at the beginning and during the stay within the meaning of the above clause 3.5 for existing and future claims arising from the contract, insofar as this has not already been provided in accordance with the above clause 3.5 and/or clause 3.6.
- 3.9. The customer may only offset or set off a claim against a claim by the hotel if the claim is undisputed or legally binding.
- 3.10. The customer agrees that the invoice may be sent to them electronically.

#### **4. WITHDRAWAL/TERMINATION ("CANCELLATION") BY THE CUSTOMER NON-UTILIZATION OF THE HOTEL'S SERVICES ("NO SHOW")**

- 4.1. Unilateral termination of the contract concluded with the hotel by the customer is only possible if a right of withdrawal has been expressly agreed in the contract or if a statutory right of withdrawal or termination exists.
- 4.2. If a date for free withdrawal from the contract has been agreed between the hotel and the customer, the customer may withdraw from the contract until that date without triggering any payment or compensation claims by the hotel. The customer's right of withdrawal expires if he does not exercise it in writing to the hotel by the agreed date.
- 4.3. If a right of withdrawal has not been agreed or has already expired and there is also no statutory right of withdrawal or termination, the hotel retains the right to the agreed remuneration despite the service not being used. The hotel shall offset the income from renting the rooms to other parties and the expenses saved. If the rooms are not rented to other parties, the hotel may charge a flat rate for the deduction for expenses saved. In this case, the customer is obliged to pay 90% of the contractually agreed price for overnight stays with or without breakfast as well as for package deals with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is



free to prove that the aforementioned claim has not arisen or has not arisen in the amount demanded.

## 5. WITHDRAWAL BY THE HOTEL

- 5.1. If it has been agreed that the customer can withdraw from the contract free of charge within a certain period, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers for the contractually booked rooms and the customer does not waive his right of withdrawal upon inquiry by the hotel with a reasonable deadline. This shall apply mutatis mutandis in the event of an option being granted if other inquiries are received and the customer is not prepared to make a firm booking upon inquiry by the hotel with a reasonable deadline.
- 5.2. If an advance payment or security deposit agreed or requested in accordance with Section 3.5 and/or Section 3.6 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.
- 5.3. Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, in particular if
  - force majeure or other circumstances beyond the hotel's control make it impossible to fulfill the contract;
  - rooms or spaces are booked culpably under misleading or false information or by concealing essential facts; essential facts may include the identity of the customer, their solvency, or the purpose of their stay;
  - the hotel has reasonable grounds to believe that the use of the service may jeopardize the smooth operation, security, or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organization;
  - the purpose or reason for the stay is illegal;
  - there is a violation of section 1.2 above.
- 5.4. The hotel may prevent or terminate unauthorized job interviews, sales events, and similar events.
- 5.5. The hotel's justified withdrawal does not entitle the customer to claim damages. If, in the event of withdrawal in accordance with sections 5.2 or 5.3 above, the hotel has a claim for damages against the customer, the hotel may charge a flat rate. Section 4.3 applies accordingly in this case.



## **6. ROOM PROVISION, HANDOVER, AND RETURN**

- 6.1. The customer shall not be entitled to the provision of specific rooms unless this has been expressly agreed in writing.
- 6.2. Booked rooms are available to the customer from 3:00 p.m. on the agreed day of arrival. The customer has no right to earlier provision.
- 6.3. On the agreed departure day, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. After that, the hotel may charge 80% of the full accommodation price (price according to the price list) for use of the room beyond the contractual period until 6:00 p.m. due to the delayed vacating of the room, and 100% after 6:00 p.m. This does not justify any contractual claims on the part of the customer. The customer is free to prove that the hotel has incurred no or a significantly lower claim for usage fees.

## **7. LIABILITY OF THE HOTEL**

- 7.1. The hotel is liable for damages for which it is responsible resulting from injury to life, limb, or health. Furthermore, it is liable for other damages based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of typical contractual obligations of the hotel. Typical contractual obligations are those obligations that enable the proper execution of the contract in the first place and on the fulfillment of which the customer relies and may rely. A breach of duty by the hotel is equivalent to a breach of duty by a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise provided for in this Section 7. Should disruptions or defects occur in the hotel's services, the hotel will endeavor to remedy the situation upon becoming aware of it or upon immediate notification by the customer. The customer is obliged to contribute what is reasonable to remedy the disruption and minimize any possible damage.
- 7.2. The hotel is liable to the customer for items brought into the hotel in accordance with the statutory provisions. The hotel recommends the use of the hotel or room safe. If the customer wishes to bring in money, securities, and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with the hotel.
- 7.3. If the customer is provided with a parking space in the hotel garage or on the hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. In the event of loss or damage to motor vehicles parked or maneuvered on the hotel premises and their contents, the hotel shall only be liable in accordance with the provisions of section 7.1, sentences 1 to 4 above.
- 7.4. Wake-up calls will be carried out by the hotel with the utmost care. Messages for customers will be handled with care. After prior consultation with the customer, the hotel can accept, store and, upon request, forward mail and goods shipments for a fee. In this case, the hotel shall only be liable in accordance with the above clause 7.1, sentences 1 to 4.



## 8. FINAL PROVISIONS

- 8.1. Amendments and additions to the contract, the acceptance of applications, or these General Terms and Conditions must be made in writing. Unilateral amendments or additions are invalid.
- 8.2. If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction is Coburg. However, the hotel may also sue the customer at the customer's place of business. The same applies to customers who do not fall under sentence 1 if they do not have their place of business or residence in a member state of the EU.
- 8.3. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 8.4. In accordance with its legal obligation, the hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/> However, the hotel does not participate in dispute resolution proceedings before consumer arbitration boards.
- 8.5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.