

GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT

1 SCOPE OF APPLICABILITY

1.1 These terms and conditions apply to contracts for the rental provision of hotel rooms for accommodation purposes, 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: lodging contract, guest accommodation contract, hotel contract, and hotel room contract.

1.2 Sub-letting 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. Section 540 Paragraph 1 Sentence 2 of the German Civil Code (BGB) does not apply, provided the customer is not a consumer.

1.3 General terms and conditions of the customer apply only if explicitly agreed in advance.

2 CONTRACT FORMATION, CONTRACTING PARTIES, LIMITATION PERIOD

2.1 The contracting parties are the hotel and the customer. The contract is concluded upon acceptance of the customer's application by the hotel. The hotel may confirm the room booking in text form at its discretion.

2.2 All claims against the hotel become time-barred one year after the statutory limitation period begins. Claims for damages become time-barred in five years if they do not involve injury to life, body, health, or freedom. Such claims become time-barred in ten years irrespective of knowledge. The limitation period reductions do not apply to claims arising from intentional or grossly negligent breaches of duty by the hotel.

2.3 Providing the customer's current address is required for the validity of the accommodation contract for both domestic and international customers.

3 SERVICES, PRICES, PAYMENT, SET-OFF

3.1 The hotel is obligated to provide the rooms booked by the customer and to render the agreed services.

3.2 The customer is obligated to pay the agreed or applicable prices of the hotel for the room rental and any other services utilized. This includes services provided by third parties and paid in advance by the hotel on behalf of the customer.

3.3 The agreed prices include the applicable taxes and local charges at the time of the contract conclusion. Local charges that are payable by the guest, such as visitor's tax, are excluded unless otherwise specified. If changes to VAT or local charges on the subject of the service occur after the contract is concluded, the prices will be adjusted accordingly. For contracts with consumers, this applies only if the period between contract conclusion and service fulfillment exceeds four months.

3.4 The hotel may condition its approval of any subsequent reductions in the number of rooms booked, the hotel's services, or the customer's length of stay upon an increase in the price for the rooms and/or other hotel services.

3.5 Invoices from the hotel without a due date are payable within ten days from receipt without any deductions. The hotel may demand immediate payment of due claims at any time. In the event of late payment, the hotel is entitled to charge default interest at the statutory rate of 8% (or 5% for consumer transactions) above the base rate. The hotel reserves the right to claim higher damages.

3.6 Upon contract conclusion, the hotel is entitled to demand an appropriate advance payment or security deposit, such as a credit card guarantee, from the customer. The amount and payment dates may be agreed upon in the contract in text form. For advance payments or security deposits related to package travel, statutory provisions remain unaffected.

3.7 In justified cases, such as customer payment default or extension of the contract scope, the hotel may demand an advance payment or increase an already agreed advance payment up to the full contract value, even after the contract has been concluded.

3.8 At the start or during the customer's stay, the hotel may also request an appropriate advance payment or security deposit for existing or future claims under the contract if no such deposit has been made under Sections 3.6 or 3.7.

3.9 The customer may only offset claims against the hotel's claims if the customer's claims are undisputed or legally enforceable.

4 CUSTOMER'S WITHDRAWAL (CANCELLATION) / NON-UTILIZATION OF HOTEL SERVICES (NO SHOW)

4.1 The customer may only withdraw from the contract concluded with the hotel if a withdrawal right has been explicitly agreed in the contract, a statutory withdrawal right exists, or the hotel expressly consents to contract termination. Agreements on withdrawal rights and consent to contract termination must be in text form.

4.2 If a deadline for cost-free withdrawal from the contract was agreed between the hotel and the customer, the customer may withdraw from the contract within this period without triggering payment or compensation claims by the hotel. The withdrawal right expires if the customer does not exercise their withdrawal right within the agreed period.

4.3 If no withdrawal right is agreed or it has already expired, and if there is no statutory withdrawal or termination right, and if the hotel does not consent to contract termination, the hotel retains the claim to the agreed remuneration despite the customer not utilizing the service. The hotel must offset any income from alternative rental of the rooms and saved expenses. If the rooms are not otherwise rented out, the hotel may apply a lump-sum deduction for saved expenses. In such cases, the customer is obligated to pay at least 90% of the agreed room price (including or excluding breakfast), 70% for half-board arrangements, and 60% for full-board arrangements. The customer is free to prove that the hotel's actual losses are lower or nonexistent.

5 HOTEL'S WITHDRAWAL

5.1 If it has been agreed that the customer may withdraw from the contract within a certain period free of charge, the hotel is also entitled to withdraw from the contract within this period if there are inquiries from other customers for the rooms booked under the contract, and the customer does not waive their withdrawal right upon inquiry by the hotel within a reasonable period.

5.2 If the customer fails to make an agreed or requested advance payment or security deposit even after a reasonable grace period set by the hotel, the hotel is entitled to withdraw from the contract.

5.3 Additionally, the hotel is entitled to withdraw from the contract for justifiable reasons, particularly if:

- Force majeure or other circumstances beyond the hotel's control make it impossible to fulfill the contract;
- Rooms or spaces are booked under misleading or false information regarding essential facts, such as the customer's identity, financial solvency, or purpose of stay;
- The hotel has justified reasons to assume that the utilization of the service may jeopardize the smooth operation, security, or reputation of the hotel without being attributable to the hotel's domain of control or organization;
- The purpose or reason for the stay is unlawful;

- A violation of Section 1.2 occurs.
 - 5.4 A justified withdrawal by the hotel does not entitle the customer to claim damages.

6 ROOM AVAILABILITY, HANDOVER, AND RETURN

6.1 The customer does not acquire a right to the provision of specific rooms unless explicitly agreed.

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

6.3 On the agreed departure date, rooms must be vacated and made available to the hotel no later than 12:00 PM. After this time, the hotel may charge 50% of the full accommodation price (list price) for use beyond the contractually agreed period until 6:00 PM, and 90% from 6:00 PM onwards. This does not establish any contractual claims of the customer. The customer is free to prove that the hotel has no or significantly lower entitlement to compensation for use.

7 HOTEL'S LIABILITY

7.1 The hotel is liable for damages resulting from injury to life, body, or health for which it is responsible. Additionally, the hotel is liable for other damages caused by intentional or grossly negligent breaches of duty by the hotel or by intentional or negligent breaches of essential contractual obligations. Essential contractual obligations are those that enable the proper execution of the contract and on which the customer relies and may rely. A breach of duty by the hotel is equivalent to a breach by a legal representative or agent. Further claims for damages are excluded unless otherwise specified in this clause. If disruptions or defects in the hotel's services occur, the hotel will endeavor to remedy them upon knowledge or immediate notification by the customer. The customer is obligated to contribute what is reasonable to resolve the disruption and to minimize any possible damage.

7.2 For items brought into the hotel, the hotel is liable to the customer under statutory provisions. The hotel recommends using the hotel or room safe. If the customer wishes to bring in money, securities, or valuables with a value exceeding €800 or other items exceeding €3,500, a separate storage agreement with the hotel is required.

7.3 If a parking space is provided to the customer in the hotel garage or on the hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. In case of loss or damage to vehicles parked or maneuvered on the hotel premises and their contents, the hotel is only liable under the terms of Clause 7.1, Sentences 1 through 4.

7.4 Wake-up calls will be carried out by the hotel with utmost care. Messages, mail, and goods deliveries for customers will also be handled with care. The hotel will manage delivery, storage, and – upon request – forwarding for a fee. The hotel is only liable under the terms of Clause 7.1, Sentences 1 through 4.

8 FINAL PROVISIONS

8.1 Changes or additions to the contract, the acceptance of applications, or these general terms and conditions must be made in text form. Unilateral changes or additions by the customer are invalid.

8.2 The place of performance and payment, as well as the exclusive jurisdiction for all disputes arising from the contractual relationship – including disputes related to checks and bills of exchange – is the location of the hotel in commercial transactions. If a contracting party fulfills the requirements of Section 38 Paragraph 2 of the German Code of Civil Procedure (ZPO) and has no general jurisdiction in Germany, the place of jurisdiction shall be the location of the hotel.

8.3 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and conflict-of-law provisions is excluded.

8.4 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, statutory provisions apply.