General Terms and Conditions for Hotel Accommodation Contracts

I. Scope of Applicability
1. These Terms and Conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel for the customer.
2. The prior written consent of the hotel is required if rooms provided are to be sublet or rented to other parties or used other than for lodging purposes, whereby § 540, para. 1, sentence 2 German Civil Code is waived insofar as the customer is not a consumer.
3. The customer’s general terms and conditions shall apply only if these are previously expressly agreed in writing.

II. Conclusion of Contract, Parties, Liability, Statute of Limitations
1. The contract shall come into force upon the hotel’s acceptance of the customer’s application. At its discretion, the hotel may confirm the room reservation in writing.
2. The parties to the contract are the hotel and the customer. If a third party placed the order on behalf of the customer, then that party shall be liable vis-à-vis the hotel in accordance with § 179 para. 2 German Civil Code, unless the third party can prove that they are empowered to act as a representative, or the represented agrees to the contract respectively.
3. Any claims against the hotel shall be time-barred one year after the commencement of the lawful statute of limitations.

III. Services, Prices, Payment, Set-Off
1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
2. The customer is obligated to pay the applicable or agreed hotel prices for rooms provided and for other services used. This shall also apply to the hotel’s services and outlays to third parties caused by the customer.
3. The agreed prices include applicable value-added tax as required by law. If the period between conclusion and fulfillment of the contract exceeds four months and if the price generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed price to a reasonable extent but not, however, by more than five percent.
4. Moreover, the hotel may change prices if the customer later wishes to make changes in the number of reserved rooms, the hotel’s services or the length of guests’ stay, and the hotel consents to such changes.

IV. Repudiation by Customer (Cancellation, Annulment)/Failure to Use Hotel Services (No Show)
1. If a customer cancels their reservation later than three weeks prior to the predetermined arrival date, they are required to pay a lump sum compensation to the amount of 60% of the prepaid room price. If the customer should cancel later than two weeks prior to the planned arrival date, they are required to pay 70%. If the customer cancels within one week prior to the arrival date, they are required to pay 80% of the prearranged room price.
2. To the extent the hotel and customer agreed in writing upon a date for cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer’s right of cancellation shall expire if he does not exercise his cancellation right in writing vis-à-vis the hotel by the agreed date.
3. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses.

V. Repudiation by Hotel
1. To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission upon inquiry thereof by the hotel.
2. If an agreed advance payment or an advance payment demanded pursuant to Item III, Nr. 6 supra is not made, then the hotel is likewise entitled to cancel the contract.

VI. Room Availability, Delivery and Return
1. The customer does not acquire the right to be provided specific rooms.
2. Reserved rooms are available to the customer starting at 6:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.

VII. Liability of the Hotel
1. The hotel is liable to exercise its duties with the care of an ordinary merchant in regards to the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such which result from injury to life, body or health and the hotel is responsible for the breach of the obligation, and other damage which is caused from an intentional or grossly negligent breach of obligation. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or employee. Should disruptions or defects in the performance of the contract occur, the hotel shall act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum.

VIII. Final Provisions
1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the hotel’s registered office.
3. Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The hotel assumes no liability for loss of or damage to motor vehicles parked or maneuvered on the hotel’s property, nor the contents thereof, excepting cases of intent or gross negligence. (§ 708 German Civil Code) This also applies to hotel employees.

Version 07/05