I. Scope

1. These Terms and Conditions apply to contracts for the provision of hotel rooms for accommodation purposes, as well as all other related services and deliveries provided by the hotel.
2. The customer's terms and conditions shall only apply if this has been expressly agreed in writing.

II. Conclusion and content of the contract

1. Offers made by the hotel are always subject to change. The contract is concluded when the hotel accepts the booking.
2. It is a prerequisite for the conclusion of a contract that the customer is 18 years of age or older at the time of the conclusion of the contract. If the customer is not of legal age, the hotel hereby revokes the contract as a precautionary measure.
3. If the person making the booking is acting on behalf of and for the account of a third party (the customer), the person making the booking shall be jointly and severally liable with the customer for all obligations under the contract, provided that the hotel has received a declaration to this effect from the person making the booking.
4. This also applies to services commissioned by the person making the booking or the customer directly or via the hotel, which are provided by third parties and paid for by the hotel.
5. The subletting and further leasing of the rooms provided as well as their use for purposes other than accommodation require the prior consent of the hotel.
6. Unless otherwise agreed, the booked rooms or other spaces may be used from 3 p.m. on the day of arrival. Unless a later arrival time has been expressly agreed or the rooms in question have been paid for in advance, the hotel has the right to assign them to other parties after 6 p.m. and the customer may not derive any claim against the hotel from this. An obligation to award a contract elsewhere does not exist.
7. On the agreed day of departure, the rooms or other spaces must be vacated by 12 noon at the latest. Use beyond this time can be agreed with the hotel for a time-based fee – subject to availability.
8. If the customer continues to use the room or the other spaces beyond 12 noon without having previously made an express agreement to do so, the hotel may charge 50% of the full gross list price (but at least the charge pursuant to No. 6 above) for their use beyond the contractual time limit up until 6 p.m. and at least 90% of the full gross list price after 6 p.m. due to the late vacating of the room or the other spaces. This shall not give rise to any contractual claims on the part of the customer. He is at liberty to prove that the hotel has not incurred any or a significantly lower claim for compensation for use.

III. Payment terms

1. The prices included in the hotel's booking confirmation apply. The agreed prices are inclusive of taxes and local charges applicable at the time of conclusion of the contract, unless otherwise agreed.
2. If the price generally charged by the hotel for the agreed services or the statutory value added tax increases or if the costs of third-party services in connection with the accommodation increase, the hotel shall be entitled to increase the agreed price appropriately if the period between conclusion and performance of the contract exceeds four months. If the price increases by more than 5%, the customer has the right to withdraw from the contract.
3. Should the customer later wish to reduce the number of booked rooms, the services provided by the hotel, or the duration of their stay, the hotel can make its agreement to this reduction conditional on there being an appropriate increase in the price for the room and/or for any other services rendered by the hotel.
4. The hotel may require the customer to make an advance payment or provide adequate security in advance, at the beginning of, and during the stay. In the case of advance payments or security deposits for package tours, the statutory provisions remain unaffected.
5. Unless fixed payment dates have been agreed, payments shall be made within 10 days and without deduction from receipt of the invoice, but no later than 30 days after the date of departure. Upon expiry of the payment deadline, default shall occur.
6. In the event of default in payment, the hotel shall be entitled to charge the applicable statutory default interest currently amounting to 8% or, in the case of legal transactions involving a consumer, 5% above the base interest rate. The hotel reserves the right to provide evidence of greater damage.
7. The customer may only offset undisputed or legally binding claims.

IV. Liability of the hotel and limitation period

1. The hotel is liable for damages resulting from injury to life, body or health. Furthermore, the hotel, its legal representatives or vicarious agents shall only be liable in the event of intent and gross negligence. In the event of a breach of essential contractual obligations, the hotel shall also be liable for ordinary negligence. In this case, liability shall be limited to compensation for foreseeable damage typical of the contract. Any further claims for damages shall be excluded. In the event of disruptions or deficiencies in the hotel's services, the hotel will endeavor to remedy the situation without delay when it becomes aware of them or when the customer complains about them. The customer is obliged to contribute what can be reasonably expected of him/her in order to remedy the disruption and to keep any possible damage to a minimum. In all other respects, the customer is obliged to point out the possibility of an exceptionally high loss in good time.
2. In addition, the hotel shall only be liable for items brought into the hotel by the customer in accordance with §§ 701 f. BGB (German Civil Code), i.e. up to an

amount corresponding to one hundred times the accommodation price for one day, but at least up to the amount of EUR 600.00 and at most up to an amount of EUR 3,500.00 or EUR 800.00 for money, securities and valuables.

3. Any items left behind by the customer will only be forwarded at the customer's request, risk and expense. The hotel shall keep the items for one year; thereafter, provided there is a recognizable value, they shall either be utilized or destroyed. No. 1, sentences 1 to 5 above shall apply accordingly to the hotel's liability.

4. The hotel carries out requested wake-up calls with the utmost care and handles messages, mail and merchandise shipments for the customer with care. The hotel will take care of the delivery, storage (in the case of goods shipments, however, only after prior agreement) and – on request – the forwarding of the same against payment. No. 1, sentences 1 to 5 above shall apply accordingly to the hotel's liability.

5. All claims against the hotel are generally subject to a limitation period of one year from the beginning of the knowledge-dependent regular limitation period of § 199 para. 1 BGB (German Civil Code). Claims for damages are subject to a limitation period of five years, irrespective of knowledge. The reductions in the statute of limitations do not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

V. Liability of the customer

1. The customer is liable for all damages to the building or inventory caused by himself as well as other guests and other third parties under his domain.

2. If the Hotel procures technical and other equipment from third parties at the request of the customer, it shall act exclusively in the name of, on the authority of and for the account of the customer. The customer is liable to the third party for the careful treatment and proper return of the equipment. The customer shall indemnify the hotel against all claims of third parties arising from the transfer of the equipment.

VI. Cancellation of the customer

1. The customer has the right to cancel the contract free of charge within 24 hours without giving any reason.

2. The customer can only withdraw from the contract if a right to withdrawal has been agreed in the contract if there is a legal right of withdrawal or if the hotel expressly agrees to the cancellation of the contract. The customer's withdrawal or the hotel's possible consent to a cancellation of the contract shall be made in text form in each case.

3. If the customer later cancels the booking or does not use the agreed services of the hotel in whole or in part, the hotel is entitled to charge the agreed price less saved expenses. The customer is then obliged to pay 90% of the agreed gross price (agreed price including statutory VAT).

4. A change in the scope of the contract due to late arrival or early departure as well as a change in the number of participants shall also be considered a cancellation within the meaning of No. 3.

5. The customer is free to prove that the hotel's claim for payment did not arise at all or did not arise in the amount demanded. In the case of customers who are not consumers, the hotel may instead also assert the claim under § 288 para. 5 BGB (German Civil Code).

VII. Hotel withdrawal

1. If it was agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period if there are requests from other customers for the contractually booked rooms and the customer does not waive his right to withdraw upon inquiry by the hotel with a reasonable deadline.

2. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for factually justified reasons, in particular if

   - force majeure or other circumstances beyond the control of the hotel make it impossible to fulfill the contract;

   - rooms or spaces are culpably booked with misleading or false information or concealment of material facts; material may be the identity of the customer, the ability to pay or the purpose of the stay;

   - the hotel has reasonable grounds to believe that the use of the service may jeopardize the smooth operation of the business, the security or the reputation of the hotel in the eyes of the public, without this being attributable to the hotel's sphere of control or organization;

   - the purpose or reason for the stay is unlawful;

   - there is a violation of clause II. 4. above.

3. The justified withdrawal of the hotel does not justify a claim for damages on the part of the customer.

VIII. Technical equipment, material brought along

1. The customer is entitled to use their own telephone, fax and data transmission facilities with the prior written consent of the hotel. The hotel may charge a connection fee for this.

2. Items brought by the customer are at the risk of the customer in the hotel. The hotel shall be liable only in accordance with clause IV.

IX. Final provisions

1. Changes or amendments to the contract or these terms and conditions must be made in writing. This also applies to the amendment of the written form clause. Unilateral changes or additions by the customer are invalid.

2. The place of performance and payment is the registered office of the hotel.

3. If the customer is a merchant or has no general place of jurisdiction in Germany, the exclusive place of

jurisdiction for all disputes arising out of or in connection with the contract shall be the registered office of the hotel.

4. The laws of the Federal Republic of Germany apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
5. The hotel hereby informs you about the Online Dispute Resolution (ODR). The EU provides a dispute resolution platform at the following link: https://ec.europa.eu/consumers/odr. The hotel hereby declares that it is neither willing nor obliged to participate in dispute resolution proceedings before consumer arbitration boards.

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