

# General terms and conditions

## FOR THE HOTEL ACCOMMODATION CONTRACT (AS OF: OCTOBER 2024)

### § 1 Scope of Application

1. These terms and conditions apply to contracts for the rental provision of hotel rooms for accommodation purposes, as well as all additional services and deliveries provided by the hotel to the customer in this context (hotel accommodation contract). The term “hotel accommodation contract” includes and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract, hotel room contract.
2. The subletting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, requires the prior consent of the hotel in text form, whereby § 540 paragraph 1 sentence 2 of the German Civil Code (BGB) is waived insofar as the customer is not a consumer.
3. The customer’s general terms and conditions shall only apply if this has been expressly agreed in advance in text form.

### § 2 Conclusion of Contract, Contracting Parties, Limitation Period

1. The contract is concluded upon acceptance of the customer’s offer by the hotel. The hotel is free to confirm the room reservation in text form.
2. The contracting parties are the hotel and the customer. If a third party has made the booking on behalf of the customer, such third party shall be jointly and severally liable to the hotel together with the customer for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.
3. All claims against the hotel shall generally become time-barred one year from the statutory commencement of the limitation period. Claims for damages shall become time-barred, irrespective of knowledge, after five years, unless they are based on injury to life, body, health, or freedom. Such claims for damages shall become time-barred, irrespective of knowledge, after ten years. These reductions in limitation periods shall not apply to claims based on intentional or grossly negligent breaches of duty by the hotel.

### § 3 Services, Prices, Payment, Set-off

1. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
2. The customer is obliged to pay the agreed or applicable prices of the hotel for the provision of the rooms and for any additional services used by the customer. This also applies to services and expenses incurred by the hotel to third parties at the customer's request. The agreed prices include the applicable statutory value-added tax.
3. The hotel may make its consent to a subsequent reduction requested by the customer in the number of booked rooms, the hotel's services, or the customer's length of stay conditional upon an increase in the price for the rooms and/or for the hotel's other services.
4. Hotel invoices without a due date are payable in full within 10 days of receipt without deduction. The hotel may demand immediate payment of due claims from the customer at any time. In the event of default in payment, the hotel is entitled to charge the applicable statutory default interest, currently 8%, or in the case of legal transactions involving a consumer, 5% above the base interest rate. The hotel reserves the right to prove higher damages.
5. The hotel is entitled, upon conclusion of the contract, to require the customer to make a reasonable advance payment or provide security in the form of a credit card guarantee, a deposit, or similar. The amount of the advance payment and the payment dates may be agreed in the contract in text form. In the case of advance payments or security for package tours, the statutory provisions remain unaffected.
  - For bookings within 7 days prior to arrival: 90% deposit
  - For bookings within 30 days prior to arrival: 70% deposit
  - For bookings more than 30 days prior to arrival: 30% depositThe accommodation provider reserves the right to require a higher deposit as a booking guarantee for countries outside the EEA.
6. In justified cases, e.g. if the customer is in arrears with payment or if 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 within the meaning of the above No. 5, or an increase of the advance payment or security agreed in the contract up to the full agreed remuneration.
7. Furthermore, the hotel is entitled, at the beginning and during the stay, to demand from the customer a reasonable advance payment or security within the meaning of the above No. 5 for existing and future claims arising from the contract, insofar as such payment or security has not already been provided in accordance with the above Nos. 5 and/or 6.
8. The customer may only offset or set off a claim of the hotel with an undisputed or legally binding claim.
9. The guest agrees that the hotel is entitled, in the event of departure without payment or an outstanding balance after departure, to charge the credit card

provided at the time of booking. This charge shall be made to settle outstanding claims incurred during the stay, including, but not limited to, accommodation costs, restaurant, bar and spa charges, as well as costs for activities. In such a case, the guest will be informed of the charge by email or post.

#### **§ 4 Withdrawal or Cancellation by the Customer / Non-Utilization of Hotel Services (No Show)**

1. A withdrawal by the customer from the contract concluded with the hotel requires the hotel's consent in text form. The following conditions apply to withdrawal:
  - a) The withdrawal or cancellation of the booking by the customer must be made in text form. The accommodation contract may be terminated without payment of a cancellation fee by unilateral declaration of the contracting party up to no later than 3 months prior to the agreed date of arrival.
  - b) In the event of withdrawal by the customer less than 3 months before arrival, the hotel is entitled to reasonable compensation. Instead of calculating compensation individually, the hotel may claim damages in the form of a lump-sum compensation.
  - c) The lump-sum compensation amounts to:
    - up to one month before the date of arrival: 40%
    - up to one week before the date of arrival: 70%
    - thereafter: 90% of the agreed price

The customer is entitled to prove that no damage has been incurred by the hotel or that the damage incurred is lower than the demanded lump-sum compensation. For the timeliness of the notification, the point in time at which the customer's declaration is received by the hotel is decisive. The customer has the option, by concluding an additional agreement for a fee, to obtain a right of withdrawal at any time in the event of certain impediments and to limit the above lump-sum compensation to 20%.

2. The above provisions under Section IV. 1 regarding compensation shall apply accordingly if the customer does not make use of the booked room or the booked services without informing the hotel in advance.

#### **§ 5 Withdrawal by the Hotel**

1. If it has been contractually agreed that the customer may withdraw from the contract free of charge within a certain period, the hotel is entitled, for its part, to withdraw from the contract during this period if inquiries from other customers for the contractually booked rooms exist and the customer, upon inquiry by the hotel, does not waive their right of withdrawal.
2. If an agreed advance payment or security, or one requested in accordance with Section III Nos. 5 and/or 6 above, is not made even after the expiry of a

reasonable grace period set by the hotel, the hotel is likewise entitled to withdraw from the contract.

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 fulfillment of the contract impossible;
  - rooms or premises are booked culpably under misleading or false statements of material contractual facts, e.g. regarding the person of the customer or the purpose of the stay;
  - the hotel has reasonable grounds to believe that the use of the hotel services 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 unlawful;
  - there is a breach of the above Section I No. 2.
4. In the event of a justified withdrawal by the hotel, the customer shall have no claim for damages.

#### **§ 6 Provision, Handover and Return of Rooms**

1. The customer shall not be entitled to the provision of specific rooms unless this has been expressly agreed in text form.
2. Booked rooms shall be available to the customer from 3:00 p.m. on the agreed day of arrival. The customer has no right to earlier availability.
3. On the agreed day of departure, the rooms must be vacated and made available to the hotel no later than 12:00 noon. After this time, due to the delayed vacating of the room, the hotel may charge 50% of the full accommodation price (list price) for use exceeding the contract until 6:00 p.m., and 100% from 6:00 p.m. onwards. This shall not give rise to any contractual claims on the part of the customer. The customer is free to prove that no or a significantly lower claim for usage compensation has arisen for the hotel.

#### **§ 7 Liability of the Hotel**

1. The hotel shall be liable for its obligations arising from the contract. Claims for damages by the customer are excluded. Excluded from this are damages resulting from injury to life, body, or health if the hotel is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by the hotel, and damages based on an intentional or negligent breach of typical contractual obligations of the hotel. A breach of duty by a legal representative or vicarious agent shall be equivalent to a breach of duty by the hotel. Should disruptions or deficiencies in the hotel's services occur, the hotel shall 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 to minimize any possible damage.

2. The hotel shall be liable for items brought in by the customer in accordance with statutory provisions.
3. If the customer is provided with a parking space in the hotel garage or in a hotel parking area, even for a fee, this does not constitute a safekeeping agreement. The hotel shall not be liable for loss of or damage to motor vehicles parked or maneuvered on the hotel premises and their contents, except in cases of intent or gross negligence. The provisions of Section 1, sentences 2 to 4 above shall apply accordingly to the exclusion of the customer's claims for damages. Wake-up calls are carried out by the hotel with the utmost care.

Messages, mail, and goods sent to guests are handled with care. The hotel assumes responsibility for delivery, storage, and—upon request and for a fee—forwarding of such items. The provisions of Section 1, sentences 2 to 4 above shall apply accordingly to the exclusion of the customer's claims for damages.

## **§ 8 Final Provisions**

1. Amendments and supplements to the contract, the acceptance of the application, or these General Terms and Conditions should be made in text form. Unilateral amendments or supplements by the customer shall be invalid.
2. The place of performance and payment is the location of the hotel.
3. The exclusive place of jurisdiction—also for disputes relating to checks and bills of exchange—is, in commercial transactions, the registered office of the hotel. If a contracting party meets the requirements of § 38 paragraph 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the registered office of the hotel shall be deemed the place of jurisdiction.
4. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of laws provisions is excluded.
5. Should individual provisions of these General Terms and Conditions 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.