

## **Terms and conditions for hotel accommodation contracts**

### **I. scope**

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all services provided to the customers for other services provided by the hotel.
2. The subletting or re-letting of the rooms and their use for purposes other than accommodation require the prior written consent of the hotel.
3. Terms and Conditions of the customer shall only apply if they have been agreed in advance.

### **II. Conclusion, Parties; limitation**

1. The contract is through the acceptance of the customer's application by the hotel. The hotel is at liberty to confirm the room reservation in writing.
2. Contractual partners are the hotel and the customer. If a third party placed the order, he is liable to the hotel together with the customer and severally liable for all obligations arising from the hotel accommodation contract, provided a declaration by the third party as the hotel.
3. Any claims against the hotel shall lapse one year after the commencement of the general statute of limitations dependent upon knowledge of § 199 para 1 BGB. Damage claims shall be independent of knowledge in five years.  
The limitation periods do not apply to claims based on an intentional or grossly negligent breach of obligation.

### **III. Services, prices, payment, invoicing**

1. The hotel is obligated to keep the rooms reserved by the customer and to provide the agreed services.
2. The customer is obligated to pay the applicable or agreed for the rooms provided and used by him in other services used prices of the hotel. This also applies caused by the customer services and expenses of the hotel to third parties.
3. The agreed prices include applicable VAT.
4. the period between conclusion and fulfillment exceeds 4 months and if the rate generally charged by the hotel for such services increases, this can increase the contractually agreed price, but not more than 10%, lift.
5. The prices can be changed by the hotel if the customer later wishes to make changes to the number of rooms booked, the hotel's services or the duration of the guests and the hotel agrees.
6. Hotel bills without a due date are payable within 10 days from receipt of the invoice. The hotel is entitled to determine accrued amounts payable at any time and to demand immediate payment. In case of default the hotel is entitled, in accordance with default interest. § 288 BGB to calculate; the claim for further damages.
7. The hotel is entitled to demand when concluding the contract or thereafter, observing the legal provisions for package tours a reasonable advance payment or security. The amount of the advance payment and payment dates may be agreed in writing in the contract.
8. The customer may only set / because of an undisputed or legally binding claim against a claim by the hotel or to reduce or assert a lien.

#### **IV. Repudiation by customer (cancellation)**

1. Cancellation by the customer of the contract concluded with the hotel requires the written consent of the hotel. If no such, then the price agreed in the contract must also be paid if the customer does not contractual services.
2. This does not apply in cases of delayed performance of the hotel or negligence on his impossibility of performance.
3. If a deadline to withdraw from the contract was agreed upon in writing between the hotel and the customer, the customer may rescind the contract without incurring payment or damage compensation claims by the hotel. The customer's right of rescission expires if he does not over exercise his cancellation right in writing by the agreed date, unless there is a delay in performance by the hotel or to be taken by him impossibility of performance.
4. If the customer unused rooms, the hotel must credit the income from renting the rooms and also for saved expenses.
5. The hotel is at liberty to generalize the damage accruing to it compensation from the customer. The customer is then obligated for cancellation within one week prior to arrival 40%, from one day before the arrival 80% and on the day of arrival 100% of the agreed price to pay.
6. The customer is free to prove that no damages were incurred or that the damages incurred by the hotel were lower than the flat rate.

#### **V. Repudiation by Hotel**

1. If the right to withdraw the customer within a certain period was agreed in writing, the hotel is entitled during the period for its part to rescind the contract if inquiries from other customers present the contractually reserved rooms and the customer upon inquiry by the hotel his right to withdraw waived.
2. If an agreed advance payment is not made even after a reasonable grace period set by the hotel with warning of rejection, the hotel is also entitled to cancel the contract.
3. Moreover, the hotel is entitled to extraordinary cancellation of the contract for justifiable cause, eg if
  - force majeure or other circumstances beyond the hotel not to the performance of the contract impossible;
  - Rooms with misleading or false information regarding material facts, such as the identity of the customer or the purpose of the booking;
  - the hotel has justified cause to believe given that the use of the hotel's services might jeopardize the smooth operation, security or reputation of the hotel in public without being attributable to the management or organization of the hotel.
  - a breach of the above section "Scope" paragraph 2 arises.
4. The hotel must notify the organizer of the exercise of the right to withdraw without delay and to refund the consideration paid by the contractor immediately.
5. There is no right of the organizer for damages against the hotel, except for willful misconduct or gross negligence of the hotel, its legal representatives or agents.

#### **VI. Room Availability, Delivery and Return**

1. The customer has no right to be provided specific rooms.
2. Reserved rooms are available to the customer from 14:00 am 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 at 10:00 am at the latest the hotel. After that the hotel can provide for the additional use of the room until 18:00 50% of the full accommodation rate (list price) for about emerging to damages so also, at 18:00 100%. The customer is free to prove to the hotel that no or originated considerably less damage.

## **VII of the hotel. Liability**

1. The liability of the hotel is, as far as it is not as essential contractual obligations (cardinal obligations) in the typical service areas, limited to damages that are caused by intent or gross negligence of the hotel, its legal representatives or agents; This does not apply in the case of liability for damages from injury to life, limb or health. Should disruptions or defects in the performance of the hotel occur, the hotel will make every effort in knowledge or on immediate complaint of the customer to take corrective action.

The customer is obligated to contribute reasonable to eliminate the disruption or keep any possible damage.

2. The hotel is liable for property brought to the customer under the statutory provisions, ie up to one hundred times the room rate, not exceeding EUR 2.000, - for cash and valuables up to EUR 800, -. Money and valuables up to a maximum of EUR 5.000, - will be stored in the hotel safe or room safe; in this case the liability limit specified in the preceding sentence shall not apply. The hotel recommends that you use this option.

3. Liability claims expire unless the customer immediately after gaining knowledge of the loss, destruction or damage to the hotel display (§ 703 BGB)

4. Unlimited liability of the hotel are the legal requirements.

5. If the customer is a parking space in the hotel garage or a hotel parking lot, even if a fee is provided, this does not constitute a safekeeping agreement. The hotel is not liable for loss of or damage to the hotel property parked or motor vehicles and their contents, except for willful misconduct or gross negligence. This also applies to agents of the hotel.

6. Messages, mail and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and - upon request - for a fee forward such items. Claims for damages, except in cases of gross negligence or willful intent.

7. Damages, for which the guest is responsible for, must be replaced.

## **VIII. Final Provisions**

1. Changes or additions to the contract, the acceptance of these Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral changes or additions by the customer are invalid.

2. Place of performance and payment is Trossingen.

3. The exclusive jurisdiction - also for check - and exchange disputes - for commercial transactions is the seat of the hotel. Insofar as a contracting party fulfills the requirements of § 38 paragraph 1 ZPO and has met no general jurisdiction within the country, the courts at the seat of the hotel.

4. German law applies.

5. If any provision of these Terms and Conditions for Hotel Accommodation be or void, the validity of the remaining provisions will not be affected. In addition, the statutory provisions apply.