General Terms and Conditions of Business

§ 1 General

1. These General Terms and Conditions of Business form part of all quotations and agreements regarding the accommodation of guests by the hotel operator, and govern all current and future business relationships. They also apply to all additional services and deliveries rendered to the guest by the hotel.

2. Disputes arising from terms and conditions - and in particular the guest’s or booking agency’s terms and conditions - are only valid if they have been expressly confirmed in writing by the hotel operating company.

3. The parties to the contract are the respective hotel operating company and the guest.

4. Amendments and new information issued by the hotel operating company, including in electronic form, are subject to confirmation. A hotel accommodation contract is concluded upon acceptance (confirmation of reservations) of the offer (booking) by the guest. The contents of the reservation confirmation by the hotel operating company are definitive. Alternative statements or agreements on the part of a reserving travel agency or the operator of an accommodation booking service (e.g. booking.com) are void. Jointly liable for the hotel accommodation without the guest’s or booking agency’s consent or with damage, claims for compensation that he/she is entitled to make against the hotel operating company for failure to provide the services utilised by him/her. The guest must be reimbursed for these. The right of the hotel to withdraw from the contract is decisive for the cancellation.

5. In so far as the guest has been granted a cost-free advance payment to withdraw from the contract, the hotel operating company is only entitled to cancel the contract at any time if it can prove that it incurred no or only a small loss.

6. The receipt is issued at any time to withdraw from the contract under the following terms:
   - In the event of a withdrawal from the reservation, the hotel operating company is entitled to request payment of accumulating accounts by means of an interest calculation. If the hotel operating company can prove that it has incurred no or only a small loss, this claim may be offset against a claim by the hotel operating company.

§ 3 Withdrawal from Contract, Cancellation

1. The guest is entitled at any time to withdraw from the contract under the following terms:
   - In the event of a withdrawal from the reservation, the hotel operating company is entitled to request payment of accumulating accounts by means of an interest calculation. If the hotel operating company can prove that it has incurred no or only a small loss, this claim may be offset against a claim by the hotel operating company.

§ 4 Arrival and Departure

1. Unless agreed otherwise in writing, the guest has no right to a particular hotel room.

2. Reserved rooms are made available from 2pm on the agreed day of arrival. The guest must vacate the room by 12 noon on the day of departure. The room used by the guest is to be vacated and released after 12 noon, after which the full room rate is payable, in compensation for any loss or damage suffered by it as a result of the delay. The guest is at liberty to attempt to demonstrate to the hotel that it incurred no or only a small loss.

§ 5 Liability, Statute of Limitations

1. In the event of an incorrect or incorrect compensation in the performance of the agreed services, the hotel operating company is obliged, subject to the provisions for the guest, to provide redress. If the guest culpably omits to notify the hotel of a deficiency, then no claim for redress shall apply. If the hotel operating company is unable to provide a reserved room to the guest for reasons for which the hotel is responsible, then it is entitled to reallocate the room to another guest in another hotel in the area of the same or a higher category. It is obliged to reimburse the guest, upon presentation of proof, for the cost of a telephone call and any transport cost to the other hotel that he/she incurs. Further claims are excluded, unless they are protracted on intent or gross negligence.

2. For all damages arising from injury to life, limb or health, liability shall be incurred according to statutory provisions.

3. For other damages arising from slight negligence the hotel shall only be liable if a significant contractual duty on the part of the hotel operating company has been breached. Liability is limited to losses that are foreseeable and typical for this type of contract. Furthermore, liability is limited to each case to the damage to property and all costs of loss arising from it and in connection with the contractual service to a sum of a maximum of €500,000.00 for loss of or damage to property and to a maximum of €50,000.00 for financial loss. In the event that the loss or damage is predicted on gross negligence or malicious intent on the part of the hotel operating company, or its agents, the exclusion of liability shall apply.

4. For items brought to the hotel by the guest, the hotel operating company shall be liable within the limits of the statutory provisions, however, not with less than €5,500.00 and not more than €680.00 in the case of articles of value (cash, jewellery, etc.). Money and valuables that are kept in the hotel safe are insured up to a sum of €10,000.00.

5. In the parking space is made available in the hotel car park or underground garage, including in return for payment, this does not constitute a subletting agreement. There is no duty on the part of the guest to notify the hotel.

6. If a vehicle parked in the hotel car park or underground garage should be stolen, or be damaged by the hotel operating company or its agents, the guest shall not be liable, unless intent or gross negligence can be proven on the part of the hotel operating company or its agents.

7. Wake-up calls requested by the guest shall be carried out with all due care. Claims for loss or damage, except in the case of intent or gross negligence, are excluded.

8. Items of mail and packages, as well as messages for guests, will also be treated with due care. They will be retained and forwarded by the hotel operating company and on request redirected for a charge. Upon request lost property will also be forwarded to the guest for a charge.

9. The hotel operating company is only liable in case of intent or gross negligence. After a period of one month has expired it is entitled to hand over any found or kept keys to a loss property office.

10. Claims for loss or damage by the guest become time barred within two years, subject to statutory exceptions. The seven-year notice is given of the damage or loss. Regardless of whether notice is given of loss or damage, claims for such become time barred after three years from the moment when the loss or damage occurred. This does not apply to the liability for loss or damage arising from injury to life, limb or health.

11. The hotel operating company or its agents is as a result of gross negligence or intent.