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 to the customer in this context (hotel accommodation contract).

1.1 The hotel is entitled to the contractually agreed rate even if the rooms are not rented otherwise, the hotel can demand the contractually agreed rate and assessment lump sum for the use of the hotel. In this case, the customer is obligated to pay at least 90% of the contractually agreed rate for lodging with or without breakfast as well as all-inclusive arrangements with contracted services, 70% for half-board and 60% for full-board arrangements. The customer is at liberty to show that the above-mentioned claim was or has not amounted to the demanded sum.

5. WITHDRAWAL OF THE HOTEL
5.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereof by the hotel, does not take a reasonable position or if the hotel does not waive this right of withhdrawal.
5.2 If an agreed advance payment or an advance payment or a security demanded pursuant to No. 3.6 and/or No. 3.7 is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.
5.3 Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if - force majeure or other circumstances beyond the hotel’s control render the fulfillment of the contract impossible;
- rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
- the hotel has a legitimate cause to believe that the use of the hotel’s services might jeopardize the smooth operation of the hotel, its security or public reputation without being attributable to the hotel’s sphere of control or organization;
- the purpose or the cause of the stay is illegal;
- there is a breach of the above-mentioned No. 1.2.
5.4 The justified withdrawal by the hotel constitutes no claims for damages for the customer.

6. ROOM AVAILABILITY, DELIVERY AND RETURN
6.1 The customer does not acquire the right to be provided specific rooms inssofar as this is not expressly agreed.
6.2 Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
6.3 Rooms must be vacated and made available to the hotel no later than 12:00 noon on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50% of the accommodation fee (contractual price) for every additional use of the room until 6:00 p.m. (after 6:00 p.m.: 90%). Contractual claims of the customer shall not be established hereby. The customer is at liberty to prove that the hotel has no or a much lower claim for charges for use of the room.

7. LIABILITY OF THE HOTEL
7.1 The hotel is liable for harm inflicted on life, limb, physical health or property if the damage is caused by an intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this No. 7. Should disruptions or defects in the operation of the hotel or the hotel’s act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. Such a breach of the above-mentioned No. 1.2.
7.2 The hotel is liable to the customer for property brought into the hotel in accordance with the statutory provisions. It recommends the use of the hotel or room safe. If the guest wishes to bring with him money, securities, stocks, bonds or valuables with a value of more than 800 EUR or other things with a value of more than 3500 EUR, a separate safekeeping agreement is necessary.
7.3 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 charged. The hotel only assumes liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel’s property or the contents thereof only pursuant to the preceding No. 7.1, sentences 1 to 4.
7.4 Wake-up calls are carried out by the hotel with the greatest possible diligence. Moreover, written or oral notice that there is a rising cost for a service for the customer is effective. The hotel will deliver, hold, and, for a fee, forward such items (on request). The hotel only assumes liability according to the preceding No. 7, sentences 1 to 4.

8. FINAL PROVISIONS
8.1 Amendments and supplements to the contract, the acceptance of offers or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid.
8.2 Employees of the hotel with the greatest possible diligence. Moreover, written or oral notice that there is a rising cost for a service for the customer is effective. The hotel will deliver, hold, and, for a fee, forward such items (on request). The hotel only assumes liability according to the preceding No. 7, sentences 1 to 4.
8.4 Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.

(March 2019)