

General Terms and Conditions for Hotel Accommodation Contracts

I. Scope of Applicability

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 (hereinafter "the hotel") for the customer.
2. The prior written consent of the hotel is required if rooms provided are to be sublet or rented out or used other than for lodging purposes, whereby Art. 540 par. 1 sentence 2 German Civil Code [BGB] is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall apply only if this is previously expressly agreed in writing.

II. Conclusion of Contract, Contracting Parties, Statute of Limitations

1. The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm the room reservation in writing.
2. The parties to the contract are the hotel and the customer. If a third party placed the order on behalf of the customer, that party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor together with the customer, insofar as the hotel has a corresponding statement by the third party.
3. Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations. Damage claims shall be time-barred after five years, irrespective of knowledge. The reduction of the statute of limitation periods shall not apply for claims that are based on an intentional or grossly negligent breach of obligation by the hotel.

III. Services, Prices, Payment, Set-Off

1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
2. The customer is obligated to pay the applicable or agreed hotel prices for rooms provided and for other services used. This shall also apply to the hotel's services and outlays to third parties initiated by the customer. The agreed prices include applicable value-added tax as required by law.
3. If the customer later requests a reduction in the number of rooms booked, the hotel services required or the length of stay, the hotel may make its consent to the change conditional on an increase in the price charged for the room and/or other hotel services.
4. Hotel invoices not showing a due date are due and payable in full within ten days of receipt. The hotel shall be entitled at any time to demand payment of any accounts receivable without undue delay. In case of default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8%, or, in the case of legal transactions with a consumer, in the amount of 5% above the base interest rate.
The hotel reserves the right to prove greater damage.
5. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in writing in the contract. Advance payments or security deposits for package tours shall not affect the legal provisions.
6. In justified cases, e.g. customers in arrears of payment, the hotel shall be entitled to demand, even in the period between conclusion of the contract and the commencement of the guest's stay, an advance payment or security deposit as described under Item 6 above or to increase the advance payment or security deposit stipulated in the contract up to the full agreed price.
7. Furthermore, the hotel shall be entitled to demand, at the beginning or during the guests' stay, an adequate advance payment or security deposit as described under Item 7 above for existing and future accounts receivable arising from this contract, insofar as such payments have not already been made in accordance with the above Items 6 or 7.
8. The customer may set off or reduce a claim by the hotel or exercise a right of retention only in respect of such a claim with a counter-claim that is undisputed or decided with final, *res judicata* effect.

IV. Repudiation by Customer (Cancellation, Annulment) / Failure to Use Hotel Services (No Show)

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If this is not given, the price agreed in the contract must be paid even if the customer does not avail itself of the contractual services. In that case, the relevant invoice stating the VAT owed due shall be issued. If written consent to the customer's cancellation of the contract is given by the hotel on condition that the customer pays damages for the unused rooms, the relevant invoice shall be issued without VAT. This shall apply provided there is no change in the relevant instructions released by the tax authorities.

The provisions of the prior paragraph shall not apply in the case of breach of obligation of the hotel to take into account the rights, objects of legal protection and interests of the customer, if holding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.

2. To the extent that the hotel and customer agreed in writing upon a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if it does not exercise its cancellation right in writing vis-à-vis the hotel by the agreed date, insofar as no cancellation case pursuant to Clause IV. No. 1 sentence 6 exists.
3. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses. If the rooms are not rented out to a third party, the hotel may demand the contractually agreed compensation and to make a flat-rate deduction for saved expenses. In this case, the customer is obligated to pay at least 90% of the contractually agreed rate for lodging with or without breakfast, 70% for half-board, and 60% for full-board arrangements. The customer is at liberty to show that the claim mentioned above was not created, or not created in the amount demanded.

V. Repudiation by the Hotel

1. To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive its right of rescission upon inquiry thereof by the hotel.
2. If an agreed advance payment or an advance payment or security deposit demanded pursuant to Clause III, No. 6 and/or 7 is not made, the hotel is likewise entitled to cancel the contract.

3. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if
 - *Force majeure* or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
 - Rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose of the stay at the hotel;
 - The hotel has justified cause to believe that 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;
 - There is a breach of Clause I. No. 2 above.
4. The customer can derive no right to compensation from justified cancellation by the hotel.

VI. Room Availability, Handover, and Return

1. The customer does not acquire the right to be provided specific rooms.
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.
3. Rooms must be vacated and made available to the hotel no later than 12 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 full accommodation rate (list price) for the additional use of the room until 6:00 p.m., and 100% after 6:00 p.m. Customers can derive no contractual claims from these surcharges. The customer is at liberty to show that the claim for usage compensation was not created, or that it was significantly lower.

VII. Liability of the Hotel

1. The hotel is liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for those which result from injury to life, body, or health, and the hotel is responsible for the breach of the obligation, or other damage that is caused from an intentional or grossly negligent breach of obligation on the part of the hotel. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agents. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy these upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for it to eliminate the disruption and to keep any possible damage at a minimum.
2. The hotel is liable to the customer for property brought in to the hotel in accordance with the statutory provisions, i.e., up to one hundred times the room rate, not to exceed €3,500.00, and up to €800.00 for cash, securities, and valuables. Cash, securities, and valuables up to a maximum value of €7,500.00 may be stored in the hotel safe or room safe. The hotel recommends that guests make use of this option.
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 assumes no liability for loss of or damage to motor vehicles parked or maneuvered on the hotel's property, nor for the contents thereof, excepting cases of intent or gross negligence. This also applies to vicarious agents of the hotel. No. 1, sentences 2 to 4 above shall apply respectively.
4. Wake-up calls are carried out by the hotel with the greatest possible diligence. Messages, mail, and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and, upon request and for a fee, forward such items. No. 1, sentences 2 to 4 above shall apply respectively.

VIII. Final Provisions

1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the relevant hotel branch.
3. In the event of dispute, including disputes for checks and bills of exchange, the courts of Munich shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party fulfills the requirements of Art. 38 par. 2 German Code of Civil Procedure [ZPO] and does not have a general venue within the country, the courts in the location of the hotel shall have jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. 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 same shall apply in case of unintended omissions. The statutory provisions shall also be applicable.