

General Terms and Conditions



I. Scope

- These Terms and Conditions govern all contracts for the renting of hotel rooms for accommodation, the renting of conference, banquet and function rooms for events such as banquets, training courses, conferences, exhibitions, presentations, etc., as well as all associated services and goods provided by the hotel. They also apply to other rooms, areas and display cases on the hotel premises.
- The prior written consent of the hotel is required if rooms, areas or display cases are to be sublet to third parties (or if rooms are to be used for purposes other than lodging), and if invitations are to be issued to interviews, sale promotions or similar events; Section 540 (1), sentence 2 of the German Civil Code [Bürgerliches Gesetzbuch - BGB] shall be waived if the customer is not a consumer.
- Terms and conditions of the customer shall not apply unless expressly agreed in writing.

II. Contractual relationship

- Reservations of rooms or other facilities and the booking of services shall be binding on both parties when accepted or confirmed either verbally or in writing. Room reservations constitute a tenancy.
- If a reservation is made by a third party, the latter shall be deemed to be the contracting party regardless of any valid authorisation by the customer or guest, and shall be jointly and severally liable with the customer / guest for all obligations arising from the contract (e.g. travel agency or tour events).
- As a basic principle, any claims against the hotel shall be barred by limitation one year after commencement of the period of limitation dependent on knowledge, as defined in Section 199 (1) BGB. Claims to damages shall be barred by limitation after five years, regardless of knowledge. Shorter periods of limitation shall not apply to claims based on a willful or grossly negligent breach of obligations on the part of the hotel.

III. Services

- The hotel has an obligation to perform the services ordered by the customer / guest and confirmed by the hotel.
- The customer / guest acquires no right to specific rooms. In the event that rooms/room categories are not available despite confirmation thereof, the general manager has an obligation to make every endeavour to find a suitable alternative within the same hotel or elsewhere. Reserved rooms shall be available to the customer from 2 p.m. on the day of arrival and must be vacated by 11 a.m. on the day of departure. Unless later arrival has been explicitly agreed, the hotel has the right to make other use of reserved rooms after 6 p.m., without the customer becoming entitled to any form of compensation. In such cases, the hotel has a right of cancellation. Rooms with guaranteed reservations are kept available for the customer until 10 p.m. at the latest, unless later arrival of the customer / guest has been arranged with the hotel. Reservations with deposit qualify as guaranteed reservations. In such cases, the rooms reserved must be kept available at all events. If the customer / guest intends to leave the hotel later than 11 a.m., he/she is requested to inform the hotel reception accordingly, at the latest by 10 p.m. on the day before departure. The hotel may charge 50% of the full accommodation rate (list price) for use of the room between 11 a.m. and 6 p.m., and 100% for use of the room after 6 p.m.
- The customer / guest shall pay the hotel's customary or agreed prices for these and other services availed of by the customer / guest, including services and expenses to third parties, and in particular to collecting societies (e.g. conference equipment, music, transportation costs).

IV. Prices

- Prices are as shown in the price list applying on the date that services are rendered. Prices include any value added tax chargeable by law. Any increase in VAT after conclusion of contract and rendering of services shall be charged to the customer / guest.
- If a fixed price was agreed and the period between conclusion of contract and rendering of services is more than four months, the hotel reserves the right to adjust prices appropriately (but at most by 5%), whereby the hotel shall inform the customer of any such price changes.

V. Terms of payment

- The hotel has the right to require advance payment by credit card, up to the expected total amount, on or prior to arrival, from guests who do not have written confirmation of reservation.
- All invoices issued by the hotel are payable on receipt, without deductions of any kind. The hotel may require any guest to make a reasonable amount of advance payment. In the event of non-compliance with the aforementioned terms, the guest is deemed to have defaulted on payment without a reminder being required. In the event of such default, the hotel is entitled to charge default interest at 5% (private individuals and single travellers)
8% (legal entities, companies)
above the applicable base rate and/or the respective successor interest rate of the European Central Bank. This shall be without prejudice to any additional claims to damages on account of such default. A collection fee of € 5.00 (domestic customers) or € 10.00 (foreign customers) may be charged in each case for reminders sent after the customer has defaulted.
- The hotel has the right to issue interim invoices payable on presentation. If the guest defaults on payment after receiving an interim invoice, the hotel shall have the right to terminate the contract for hotel accommodation.
- Invoices issued in accordance with invoicing clauses in the reservation agreement are payable within 14 days of the invoice date. The payment must be made without deductions and free of expenses. The same conditions as specified in sub-section V.2 above shall apply to any default on payment.
- For events of all kinds, the hotel reserves the right to require payment of a deposit amounting to 50% of the expected invoice total.
- Reservations for groups for 10 or more persons are not deemed to be confirmed until an advance payment of 20% is made within ten days after the customer makes the final reservation or the hotel confirms the reservation and a total of 50% of the services booked is paid at least 30 days before arrival, or until the agreed amount of advance payment has been made by the specified date.
- All advance payments, or payments for services already rendered, must be made in the national currency of the place of performance, or in Euros. An extra commission of 5% is charged on expenses and third-party services if payment is made by credit card. The hotel has the right to refuse foreign currency, cheques and credit cards.
- The customer / guest may not set-off or reduce a claim to payment by the hotel unless the counter-claim is undisputed or established as final and absolute by a court of law.

VI. Withdrawal and cancellation

- Withdrawal from the contract concluded with the hotel by the customer / guest requires the written consent of the hotel. If such consent is not given, the price agreed in the contract must still be paid, even if the customer / guest does not avail himself of the contracted services. This rule shall not apply in the event that the hotel has acted in breach of its obligation to respect the rights, legally protected objects and interests of the customer, if adhering to the contract is no longer reasonable for the customer / guest, or the customer / guest has other statutory or contractual rights of withdrawal.
 - If there is written agreement that the customer / guest has a right to cancel within a certain period, the hotel has the right to withdraw from the contract during said period if enquiries in respect of the contractually booked rooms have been received from other customers and the customer does not waive his right to cancellation when asked by the hotel.
 - If an agreed amount of advance payment has not been paid after a reasonable extension period granted by the hotel has expired, the hotel shall similarly be entitled to withdraw from the contract.
 - The hotel also has the right to withdraw from the contract for good material cause, for example if
 - force majeure or other circumstances for which the hotel is not responsible render it impossible for the contract to be fulfilled;
 - events are booked under misleading or false information regarding material facts in respect of the customer or purpose, for example;
 - the hotel has justified cause to believe that the event might jeopardize the smooth operation, security or public reputation of the hotel, without such adverse impacts being attributable to the hotel's own sphere of control or organisation;
 - there is a breach of sub-section I.2 above.
 - The customer can derive no right to compensation from justified cancellation by the hotel.
 - If the customer / guest fails to make use of the reserved room without informing the hotel in due time, the customer shall be obligated to pay the full agreed price regardless of the reason involved. The hotel is compelled by good faith to let unused rooms to other persons where possible, in order to avoid loss of revenue.
- If rooms are not used by the customer and the hotel lets said rooms to other customers, the income generated from such business, as well as any expenses saved, shall be credited to the customer.

Reservations, notice of cancellation:

The notice period for cancellation of reservations made by the hotel for tour operators and travel agencies is 30 days before performance of service. The hotel may agree in writing on a different notice period on a case-by-case basis. Reservations made by the hotel for guests are subject to the following notice periods:

Individual guests:

1	room	2 days
2 – 5	rooms	5 days
6 – 10	rooms	14 days
11	rooms or more	30 days

On expiry of the notice period for cancellation, the reservation shall automatically become a definite booking. Any notice of cancellation must be in writing (letter, telefax or eMail) to obtain effect. The hotel has the option, at its own discretion, to charge the customer a lump sum for the damage and costs incurred and to be borne by the customer. The customer / guest shall then be obliged to pay 90% of the contractually agreed price for overnight accommodation with or without breakfast, 70% for room and half-board, and 60% for room and full-board. The customer / guest is at liberty to prove that no damage ensued, or that the damage incurred by the hotel was lower than the amount claimed.

Group reservations:

Cancellation date (calendar days) prior to service provision	Hotel's claim
up to 30 days prior to arrival	none
29 – 22 days prior to arrival	none, if fewer than 50% of the participants cancel
7 – 21 days prior to arrival	Total price of first day
3 – 6 days prior to arrival	Total price of the first day, incl. first overnight stay, is non-refundable; 50% of the price for all remaining days is non-refundable if the services booked cannot be sold to replacement customers.
less than 3 days before arrival	Total price of the first day, incl. overnight stay, is non-refundable; 80% of the price for all remaining days is non-refundable if the services booked cannot be sold to replacement customers.

In all cases, the customer / guest and the hotel have the right to prove lower or higher damage, respectively. If trade practices exist which run contrary to the above provisions, it is expressly agreed that such trade practices shall not be applicable to the parties.

VII. Liability

- The hotel has the duty to exercise due diligence and bears liability accordingly for its obligations pursuant to the contract. Claims to damages by the customer shall not be accepted, except for damages resulting from personal injury to life, body or health and the hotel bears responsibility for breach of its obligations, other damages arising from willful or grossly negligent breach of obligations by the hotel, and damages typically associated with this type of contract and arising from willful or negligent breach of the hotel's obligations. Breach of obligations by the hotel shall be deemed equivalent to breach by a legal representative or vicarious agent. Should the services performed by the hotel be disrupted or defective, the hotel shall make every endeavour to remedy such disruptions or defects on obtaining knowledge thereof or after immediate complaint by the customer. The customer / guest has the obligation to take reasonable action to remedy the disruption or defect and to minimise any potential damage.
- The hotel bears liability in accordance with the statutory regulations for items of property that the customer brings into the hotel, i.e. for up to one hundred times the room rate, to a maximum of € 3,500, and for cash, securities and valuables up to € 800. Cash, securities and valuables to a maximum value of € 15,000 may be deposited in the hotel or room safe. The hotel recommends that customers make use of this option. Liability claims shall become void pursuant to Section 703 BGB unless the customer / guest notifies the hotel immediately on obtaining knowledge of such loss, destruction or damage. Sentences 2 to 4 in sub-section 1 above shall apply accordingly to any more extensive liability on the part of the hotel.
- If the customer is provided with parking facilities in the hotel garage or on a hotel parking lot, also in return for payment, such service provision shall not constitute a safekeeping agreement. The hotel accepts no liability for loss of or damage to vehicles parked or manoeuvred on the hotel grounds, or for the content thereof, except in cases of intent or gross negligence; in the latter event, liability shall be limited to a maximum of € 15,000 per vehicle, including ancillary equipment. Sentences 2 to 4 of sub-section 1 above shall apply accordingly. Any damage must be reported to the hotel at the latest on leaving the hotel grounds.
- Wake-up calls are made by the hotel with utmost attention to detail. Messages, mail and deliveries of goods for guests are handled with due care. The hotel will deliver or safely store such items and, if so requested, will forward them to customers for a fee. Sentences 2 to 4 of sub-section 1 above shall apply accordingly.
- Lost property is forwarded only at the request, risk and expense of the customer / guest. Such items are otherwise returned to the respective finder after one year in safekeeping. Found credit cards are broken in two and forwarded to the respective credit card company. If the guest is still living in the hotel, the credit card is put into safekeeping and the guest is informed of the find. If the guest has already departed, the credit card must be kept for a reasonable period (but no longer than 24 hours). After that period, it is handed in the same way as a found credit card. Items accepted for safekeeping and for which a luggage receipt has been issued will be treated as lost property if they are not claimed within one year. The hotel will accept no liability deriving from the provisions in this section.

VIII. Additional information regarding events

- The organiser must obtain, at his own expense and in a timely manner, all official permits that may be required for the event. The organiser is also responsible for complying with the terms and conditions of such permits, and with any other public-law regulations relating to the event. If any third-party rights (copyright, etc.) are infringed upon by the event, the organiser shall obtain the requisite approvals at his own expense prior to the event, and shall pay any royalties (GEMA fees, etc.) directly to the respective recipient. In the event that claims for compensation are nevertheless asserted against the hotel, the organiser shall indemnify the hotel against such claimants.
- Newspaper advertisements, public or political invitations and sales events require the prior written consent of the hotel. The hotel has the right to cancel the event if material interests of the hotel are impaired by publication of the event, or if the hotel has justified cause to believe that the event is liable to jeopardise the smooth operation, security or reputation of the hotel and/or its guests. The organiser may not derive any claims to compensation from such cancellation.
- The hotel reserves the right to modify rooms, provided that it is reasonable for the organiser to accept such modifications and the interests of the hotel are given adequate consideration.
- If the number of participants changes by more than 5%, the hotel must be informed at the latest five working days before the event commences; any such change in the number of participants requires the written consent of the hotel. A reduction of more than 5% in the number of participants by the customer will be acknowledged by the hotel in its charges. In the case of deviations in excess of that amount, charges will be based on the originally agreed number of participants, minus 5%. The customer has the right to reduce the agreed price by the expenses that he provably saves the hotel as a result of the lower number of participants. If there is an upward change, charges will reflect the actual number of participants. If the number of participants changes by more than 10%, the hotel shall have the right to redefine the agreed prices and to provide other rooms than those confirmed, provided that this is reasonable for the customer.
- If there are changes in the agreed starting or ending times of the event and the hotel agrees to such changes, the hotel may charge a reasonable amount for the additional commitment (e.g. night premiums), unless said changes are the fault of the hotel.
- The customer may not bring food or beverage to events unless the hotel has given its prior written consent. In such a case, the hotel will charge a service fee (cork money).
- Technical facilities and connections: If the hotel procures technical or other equipment from third parties on behalf of the organiser, such procurements shall be in the name and to the account of the organiser. The organiser bears liability for the careful handling and proper return of the equipment, and shall indemnify the hotel from all third-party claims arising from the provision of such equipment or facilities. The written consent of the hotel is required before the customer may run his own electrical equipment from the hotel mains. Any disruption or damage to the technical facilities of the hotel due to the use of such electrical equipment shall be charged to the customer unless the fault lies with the hotel. Power costs incurred as a result of using such equipment may be charged to the customer as a lump sum. The customer has the right, provided the hotel has given its approval, to use his own telephone, telefax and data transmission equipment. In such cases, the hotel may charge a connection fee. If appropriate communications equipment in the hotel remains unused because the customer's own equipment is connected, a charge may be made for lost revenue. Malfunctions of any technical or other equipment provided by the hotel will be remedied immediately whenever possible. Payments may not be withheld or reduced if the hotel was not responsible for such malfunctions.
- Loss of or damage to items brought by the customer: exhibition or other, personal time brought by the customer are left in the function rooms and/or the hotel at the customer's own risk. The hotel accepts no liability for loss, destruction or damage, or for pecuniary losses, unless these are due to gross negligence or intent on the part of the hotel. Damages resulting from personal injury to life, body or health are excluded from such limitation of liability. Also excluded from this limitation of liability are all cases in which, due to the circumstances of the case, safekeeping is an obligation typical for a contract of this kind. Decorations brought by the customer must conform to fire protection standards, and the hotel may require official documentation thereof. If such documentary evidence of compliance is not provided, the hotel is entitled to remove any such materials at the expense of the customer. Due to the potential for damage, the hotel must be asked before decorations are put up or installed. Exhibits or other items brought by the customer must be removed immediately after the event. If the customer fails to do so, the hotel may remove and store such items at the customer's expense. If the items remain in the room used for the event, the hotel may charge a reasonable amount as compensation for the period the items remain there. The customer is at liberty to prove that the aforesaid claim to compensation did not arise to the amount charged.
- Liability of the organiser for damages: The organiser shall be liable for all loss or damage caused by himself, his employees, other assistants or by participants at the event. It is the responsibility of the organiser to take out suitable insurance coverage. The hotel may require that evidence of such insurance coverage be presented.
- Withdrawal and cancellation

Cancellation date (calendar days) prior to service provision	Hotel's claim
> 21 days before the event	Rental charge is non-refundable unless the hotel can rent the room to another customer
6 to 21 days before the event	Rental charge is non-refundable
up to 5 days before the event	Rent is non-refundable, as is 66% of lost revenue (meals); if the latter sum is not specifically defined, the amount in question is taken to be the minimum banquet menu price multiplied by the number of participants

If a flat rate per conference participant has been agreed, the hotel shall have the right to charge 60% of said flat rate, multiplied by the number of participants, if the event is cancelled between the fourth and the eighth week before the event, and 85% if cancellation is later.

The organiser and the hotel have the right to prove lower or higher amounts of damage, respectively.

IX. Final provisions

- Use of names: Using the name of the hotel and its annexes in conjunction with advertising by the customer requires the written approval of the hotel management.
- Third-party services: A mark-up shall be charged for any third-party services arranged or charged by the hotel. However, the hotel will not accept any liability for services performed by third parties.
- Transport: In particular cases, as part of its service provision, the hotel sometimes transports people and luggage at no charge. Any liability for personal injury or damage to property is limited to the statutory amount of vehicle indemnity insurance. No liability whatsoever is accepted for losses and delays.
- Amendments or additions to the contract, to confirmations of bookings or to these terms and conditions for events should be in writing. Unilateral amendments or additions by the customer / guest are void.
- The place of performance and place of payment is the registered address of the hotel.
- The exclusive place of jurisdiction for commercial transactions – also for disputes concerning cheques and bills – is the registered address of the hotel. If either party meets the requirements of Section 38 (2) German Code of Civil Procedure [Zivilprozessordnung – ZPO] and has no place of jurisdiction in the country where the hotel is located, the place of jurisdiction is the registered address of the hotel.
- The laws of Germany shall apply. Application of the UN laws relating to the international sale of goods and the conflict of laws is explicitly excluded.
- Should any provisions of these General Terms and Conditions be or become invalid or void, this shall have no effect on the legal validity of the other provisions. For the rest, the statutory provisions shall apply.