1. The hotel and the customer are the contracting parties. The contract shall come into
force upon the hotel's acceptance of the customer's offer. At its discretion, the hotel
may request the room reservation in written form.

2. Any claims against the hotel shall generally be time-barred one year after the
commencement of the general statute of limitations period. Damage claims shall be
time-barred five years after, dependent on knowledge thereof, insofar as they are
not based on claims arising out of harm inflicted on life, limb, physical health or lib-
erty. These damage claims shall be time-barred after ten years, independent of
knowledge thereof. The reduction of the statute of limitations period shall apply
to claims which are based on an intentional or grossly negligent breach of obligation
by the hotel.

3. The hotel is obligated to keep the rooms reserved by the customer available and to
provide the agreed services.

4. The customer is obligated to pay the agreed or applicable hotel prices for rooms
provided and for other services accepted. This also applies to services ordered by
the customer directly or via the hotel, which a third party provides and the hotel dis-
tributes.

5. The agreed prices include all taxes and local taxes in effect at the time of the
accommodation contract. This does not include locally levied taxes, which are owed by
the customer themselves (see the particular municipal law, such as visitor's tax).

6. If the statutory value added tax is changed or if local taxes concerning the rooms
and services are newly introduced, changed or abolished after these have been
contractually agreed upon, the prices will be adjusted. This only applies to contracts
concluded with consumers, if four months have passed between the conclusion and
fulfilment of the contract.

7. The hotel can make its consent to the customer's later request for a reduction of the
number of reserved rooms, services of the hotel or the customer's length of stay
dependent on the increase of the price for the rooms and/or for the other services.

8. Hotel invoices not stating a due date are payable without deduction and due within ten
years from the receipt of invoice. The customer is obligated to make an immediate payment
debit from the customer. With default of payment, the hotel shall be entitled to de-
mand the respectively applicable statutory default interest in the amount of currently
8 % p.a., with legal transactions with a trust obligation towards a consumer, in the amount of 5 % above the
base interest rate. The hotel reserves the right to prove greater damage.

9. The hotel is entitled to require a reasonable advance payment or a security, such as
a credit card guarantee, from the customer upon conclusion of the contract. The amount
dependent on the advance payment and payment dates may be agreed in written form
in the contract. The statutory provisions shall remain unaffected with advance pay-
m ents or a security for package tours.

10. In the event of default, a customer's default in payment or expansion of the scope of
the contract, the hotel shall be entitled, also after the conclusion of the contract up
to the commencement of the stay, to demand an advance payment or a security with
the meaning of the above-mentioned No. 3.6 for existing and future accounts
receivable from the contract, insofar as such has not already been paid pursuant to
the above-mentioned No. 3.6 and/or No. 3.7.

11. The customer may only set-off, reduce or clear a claim by the hotel with a claim which
is undisputed or decided with final, res judicata effect.

4. Withdrawal of the Customer (Cancellation, Annulment)/
Failure to Use Hotel Services (No Show)

1. The customer can only withdraw from the contract concluded with the hotel, if a right of
withdrawal was expressly agreed upon in the contract, another statutory right of
withdrawal exists or if the hotel gives its explicit consent to the withdrawal. The contractual
agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall
be in written form.

2. Insofar as the hotel and customer have agreed upon a date for a cost-free with-
drawal from the contract, the customer may withdraw from the contract up to that
date without incurring any damage compensation, if the hotel's customer's right of withdrawal shall expire, if he does not exercise his right of with-
drawal vis-à-vis the hotel by the agreed date.

3. The hotel is entitled to the contractually agreed rate even if the rooms are not used, if a contractual right to withdraw was not agreed upon and is not expressly excluded, a statutory right of
withdrawal or cancellation is not given and the hotel does not give its consent to the
cancellation of the contract. The hotel must credit the income from renting the rooms
out to other parties as well as for saved expenses, if the rooms are not rented otherwise, the hotel can demand the contractually agreed rate and assess a lump sum for the saved expenses of the hotel. In this case, the customer is obligated to pay
at least 90 % of the price agreed in the case of early availability with or without break-
fast 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

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 inquires from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereby to the hotel, to conclude a reasonable deadline set, does not waive his right of withdrawal.

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.

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 fulfill-
ment of the contract impossible;
- or 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;

4. If the hotel has justified cause, it is entitled to recover the hotel's services might jeop-
dardize the special measure 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;

5. If the hotel is entitled to withdraw from the contract, the customer shall be in written
form.

6. Room Availability, Delivery and Return

1. The customer does not acquire the right to be provided specific rooms insofar as
this is not expressly agreed.

2. Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed
arrival date. The customer is to notify the hotel of late arrival.

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 vacat-
ing of the room for use exceeding the contractual time, the hotel may charge 50 % of
the accommodation rate for the additional use of the room until 6:00 p.m. (after 6:00 p.m.: 90 %). Contractual claims of the customer shall not be estab-
lished thereby. 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

1. The hotel is liable for harm inflicted on life, limb and physical health. Further it is
liable for other damage caused with full intent or gross negligence or due to inter-
personal 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 rep-
resentative or vicarious agent. All other claims for damages are excluded, if not
determined in a different manner in the contract.

2. The hotel is liable for the customer's 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
safeguarding agreement is necessary.

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 safeguarding agreement, even if a fee is ex-
changed. The hotel only assumes liability for loss of or damage to motor vehicles
parked at or manoeuvred on the hotel's property and the contents thereof only pursu-
antly to the preceding No. 7.1, sentences 1 to 4.

4. Wake-up calls are carried out by the hotel with the greatest possible diligence.
Messages, mail, and merchandise deliveries for guests shall be handled with care.
The hotel will deliver, hold, and, for a fee, forward such items (on request). The ho-
etl only assumes liability according to the preceding No. 7, sentences 1 to 4.


1. Amendments and supplements to the contract, the acceptance of offers or these
general terms and conditions as well as any written form. Unilateral amend-
ments or supplements by the customer are invalid.

2. For commercial transactions the place of performance and payment as well as, in
the event of litigation, including disputes for checks and bills of exchange, the exclu-
sive court of jurisdiction is at [Bitte Ort eintragen, wahlweise Standort des Hotels
oder Sitz der Betreibergesellschaft]. Insofar as a contracting party fulfills the re-
quirements of section 38, para. 2 of the German Code of Civil Procedure (ZPO) and
does not have a place of general jurisdiction within the country, the courts at [Bitte
Ort eintragen, wahlweise Standort des Hotels oder Sitz der Betreibergesellschaft]
shall have exclusive jurisdiction.

3. The contract is governed by German law. The statutory provisions shall also be
applicable.

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.