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 additional services rendered by the hotel for the customer in this connection (Hotel Accommodation Contract). The term “Hotel Accommodation Contract” comprises and replaces the following terms: accommodation, lodging, hotel, hotel room contract.

2. The prior consent in text form of the hotel is required if rooms provided are to be sublet oriented to other parties or used other than for lodging purposes, whereby the section 540, para. 1, sentence 2 German Civil Code is waived insofar as the customer is not a consumer.

3. The customer’s general terms and conditions shall apply only if they are previously expressly agreed in text form.

II. CONCLUSION OF CONTRACT, 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 text form.

2. The parties to the contract are the hotel and the customer. If a third party placed the order on behalf of the customer, then that party shall be liable vis-a-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor to- gether 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 on claims arising out of default or breach of duty.

4. These general terms and conditions shall be time-barred after ten years, inden- dently of knowledge. The reduction of the statute of lim- itation period shall apply for claims which 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 agreed or appli- cable hotel prices for rooms provided and for other ser- vices used. This shall also apply to the hotel’s associated and outs to third parties caused by the customer. The agreed prices shall include the respective statutory Value Added Tax.

3. The hotel can make its agreement to the customer’s later request for a reduction of the number of reser- ved rooms, services of the hotel or the customer’s length of stay in text form. The customer shall be entitled to increase the price for the rooms and / or for the other services.

4. Hotel invoices not showing a due date are payable and due within ten days of receipt of the invoice without deduction. Otherwise, the customer shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. When default occurs, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 % or, with legal transactions, 12 % per annum, above the base interest rate.

5. Hotel invoices in instalments shall be payable in accordance with the laws of the Federal Republic of Germany. The hotel may in the event of default or defects in the performance of the hotel, its security or public reputation,

VI. ROOM AVAILABILITY, DELIVERY AND RETURN

1. The customer does not acquire the right to be provi- ded specific rooms insofar as this is not expressly agreed in text form.

2. Reserved rooms are available to the customer starting at 2:00 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 ho- tel no later than 12:00 noon on the agreed departure date. The customer is liable for the full accommodation rate (list price) for the additional use of the rooms and spaces reserved with culpably mis- leading or negligent breach of material contracts, such as the identity of the customer or the purpose of his stay;

VII. LIABILITY OF THE HOTEL

1. The hotel is liable for the performance of its obligations arising from the contract. In so far as the customer for reimbursement of damages are precluded except for such which result from death, injury to body or health and the hotel is responsible for the breach of the obligation, other damage which is caused by an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent bre- ach of obligations of the hotel which are typical for the contract. A breach of obligation of the hotel is de- nied to be the equivalent to a breach of a statutory representative or vicarious agent. Should disturbances or deficits in the performance of the hotel occur, the hotel shall be liable for the damage only to the extent that this damage is caused by an intentional or grossly negligent breach of obligation by the hotel. The hotel recommends that guests make use of this possibility.

2. 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 exchanged. There is a fee of € 3,500.00 and,in deviation, for cash, securities and valuables, a maximum amount up to € 800.00. Cash, securities and valuables up to a maximum value of € 1,400.00 may be stored in the hotel safe or room safe. The hotel recommends that guests make use of this possibility.

3. In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotel’s registered office according to corporate law shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party fulfills the requirements of section 38, para. 2 of the German Code of Civil Proce- dure and does not have a general venue within the country, the courts at the location of the hotel’s registered office according to corporate law shall have jurisdic- tion.

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 Conflic Law are preclud- ed.

5. Should individual provisions of these General Terms and Conditions be or become invalid, the validi- ty of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applica- ble.

IX. ONLINE-DISPUTE RESOLUTION

1. Amendments and supplements to the contract, the acceptance of applications or these General Terms and Conditions should be made in text form. Unilateral amendments and supplements by the customer are not valid.

2. Place of performance and payment is the location of the hotel.

3. In the event of disputes, including disputes for checks and bills of exchange, the courts at the location of the hotel’s registered office according to corporate law shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party fulfills the requirements of section 38, para. 2 of the German Code of Civil Proce- dure and does not have a general venue within the country, the courts at the location of the hotel’s registered office according to corporate law shall have jurisdic- tion.

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 Conflic Law are preclud- ed.

5. Should individual provisions of these General Terms and Conditions be or become invalid or void, the validi- ty of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applica- ble.

X. ONLINE-DISPUTE RESOLUTION

1. The European Commission provides a platform for the extrajudicial online dispute resolution (OS-Plattform), which can be found under www.ec.europa.eu /consumers/adr. We’re here to take part in the fight. The European Court of Justice is required to hear the case. A list of the Contact details of the registered arbitration tribunals can be found under https://ec.europa.eu/consumers /adr/main/index.cfm?event=main.adr.show.

2. Cancellation by the customer of the contract conclu- ded with the hotel requires the hotel’s consent in text form. If such is not given, then the price agreed in the contract must be paid even if the customer does not vacate him- self of the contractual services.

3. The customer is obligated to pay the agreed or appli- cable hotel prices for rooms provided and for other ser- vices used. This shall also apply to the hotel’s associated and outs to third parties caused by the customer. The agreed prices shall include the respective statutory Value Added Tax.

4. Hotel invoices not showing a due date are payable and due within ten days of receipt of the invoice without deduction. Otherwise, the customer shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. When default occurs, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 % or, with legal transactions, 12 % per annum, above the base interest rate.

5. The hotel is liable for the performance of its obligations arising from the contract. In so far as the customer for reimbursement of damages are precluded except for such which result from death, injury to body or health and the hotel is responsible for the breach of the obligation, other damage which is caused by an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent bre- ach of obligations of the hotel which are typical for the contract. A breach of obligation of the hotel is de- nied to be the equivalent to a breach of a statutory