

Please take note of the following general **TERMS AND CONDITIONS** which regulate the contractual relationship between yourself and the hotel and which you are deemed to have accepted with your booking.

## 1. 1. CONCLUSION OF CONTRACT

1.1. 1.1. The guest accommodation contract is concluded as soon as the room(s) or function room has/have been booked and the booking has been accepted, or if there is insufficient time for this, as soon as the room(s) or function room has/have been made available.

1.2. 1.2. If the person making the booking/ registering is a trader registered in the commercial register he shall be liable for all contractual obligations along with the guests/ participants whom he has registered at the hotel.

1.3. 1.3. If the content of the reservation confirmation differs from the content of the registration, the differing confirmation content shall become binding on the guest and the hotelier if the guest does not take the opportunity to cancel the agreement within 10 days.

## 2. 2. ARRIVAL/ DEPARTURE

2.1. 2.1. In the absence of written agreement to the contrary, guests may not check in before 2.00 pm on the day of arrival. Guests must check out by 11.00 am on the day of departure.

In the event of departure up to 6 pm, half the price for the room must be paid; in the event of departure after 6 pm the full price must be paid.

2.2. 2.2. Reserved rooms must be occupied by no later than 6 pm on the day of arrival. If the rooms have not been occupied by this time and if no later time of arrival has been expressly agreed, the hotel may make use of the rooms.

## 3. 3. SERVICES, PRICES

3.1. 3.1. The services that the hotel has contracted to provide are those set out in the hotel's brochure/ promotional material and in the relevant details provided in the reservation confirmation. Unless the brochure/ promotional material contains details to the contrary, the price covers: accommodation including breakfast buffet, service charges and value added tax (VAT).

3.2. 3.2. Refunds cannot be made for services paid for but not used.

3.3. 3.3. Price conditions

3.31 If the period of time between conclusion of contract and provision of services exceeds four months, the hotel reserves the right to alter prices without prior notice.

3.32 If the rate of statutory value added tax (VAT) changes following conclusion of contract, the agreed price shall change accordingly.

3.33 All prices and agreements are stated in euros. If prices are given in foreign currencies, this is merely as a guide, based on the valid rate of exchange at the time of publication.

## 4. 4. PAYMENT

4.1. 4.1. To make the reservation an advance payment amounting to up to half of the accommodation costs may be required. If advance payments requested by the hotel are not made by the deadline set (no later than 90 days prior to arrival should no deadline be stated), the hotelier shall be immediately released from the contract.

4.2. 4.2. Invoices not due on a calendar date basis are payable, without deductions, within 14 days of the date of the invoice. Default in payment occurs upon receipt of the first reminder. From the date of the default onwards, interest at the rate of 2 percent over the Federal discount rate shall be added to the invoice, unless the hotel is able to prove that greater damage was caused by the delay in payment or the customer is able to prove that less damage was caused by delay. A charge of € 5.00 will be made for each reminder sent.

## 5. 5. CANCELLATION OF CONTRACT

5.1. 5.1. All cancellations must be made in writing.

5.2. 5.2. If the deadlines set are not observed, the party to the contract shall be fully liable for the services agreed. Liability is reduced by a cost saving of 20% in the event of non-use of accommodation. In principle the hotel will endeavour to re-allocate bookings not taken up, in which case the liability of the party to the contract will be reduced by the amount of the revenue obtained.

5.3. 5.3. Subsequent changes to arrival and departure dates may only be made on prior request. The hotel must then receive prompt confirmation in writing. No changes will be made until confirmation has been received. Name changes not involving changes to arrival or departure dates, may be made at any time without the need for prior request. Written notification is, however, required.

5.4. 5.4. The following deadlines apply for the entire duration of the contract for the cancellation of room reservations free of charge:

Individual guests (up to 14 persons)

- up to 22 days before arrival – cancellation free of charge
- 21<sup>st</sup> -15<sup>th</sup> day before arrival – 50 percent will be charged
- 14<sup>th</sup> - 4<sup>th</sup> day before arrival – 70 percent will be charged
- from the 3<sup>rd</sup> day before arrival – 80 percent will be charged

Groups (from 15 persons)

- up to 40 days before arrival complete cancellation possible
- up to 30 days before arrival – 30 percent will be charged

-- up to 14 days before arrival – 50 percent will be charged

-- up to 3 days before arrival – 80 percent will be charged

#### 6. 6. LIABILITY

6.1. 6.1. The hotel's contracting partners shall be fully responsible for all damage caused by themselves or their guests. It is incumbent upon contracting partners to take out appropriate insurance for such an eventuality. The hotel may request proof of such insurance.

6.2. 6.2. The hotel shall not be liable for compensation if it is unable to provide the services agreed due to force majeure. The hotel is, however, obliged to endeavour to find another provider of similar services.

6.3. 6.3. The hotel accepts no responsibility for any failure to deliver services on the part of external service providers about which the hotel has merely provided information and which are expressly identified as such in the brochure/promotional material.

#### 7. 7. SPECIAL CONDITIONS

7.1. 7.1. Guests may only bring animals with the prior consent of the hotel management and upon payment of an additional charge. Animals may not be taken into public rooms such as the breakfast room etc.

#### 8. 8. GENERAL

8.1. 8.1. We reserve the right to correct mistakes as well as printing and calculation errors.

8.2. 8.2. Oral agreements shall only become effective once the hotelier has confirmed them in writing.

8.3. 8.3. As far as it is legally permissible, the jurisdiction of the court at the place where the hotel is located is agreed for all disputes arising out of this contract and its performance.

8.4. 8.4. If individual provisions of this contract should be invalid, the validity of the remaining provisions of the contract shall not be thereby affected.

Valid from 1<sup>st</sup> October 1990