

I. Scope of Terms and Conditions

1. Our Terms and Conditions stated below apply to all of our contracts regarding the letting of hotel rooms for purposes of accommodation plus all other related services rendered in this context for our customers.
2. They are valid exclusively; any conflicting or contrary terms and conditions of the customer not in line with our conditions as stated below shall not be recognised unless the hotel management has explicitly agreed in writing to any changes made to these terms.

II. Conclusion of Contract and Contract Parties

1. The contract will be concluded and entered into only upon the acceptance of the application of the customer by the hotel.
2. The contracting partners are the hotel and the customer making use of the services offered by the hotel. If a third party has ordered on behalf of the customer this third party shall be held liable to the hotel together with the customer as joint and several debtors for any and all obligations arising from this hotel accommodation contract.

III. Services, Prices, Payment

1. The hotel is obliged to keep the rooms booked by the customer ready for accommodation and to provide all the agreed services.

Unless a prior agreement has been made in writing or by e-mail no claim can be made to stay in any one particular room.

2. The customer is obliged to pay the agreed and/or applicable prices charged by the hotel for the room assignment and for any and all other services used by the customer. This shall also apply to any and all services delivered by the hotel to third parties and to any and all additional expenses paid by the hotel to third parties if they were induced by the customer.

3. The agreed prices include the VAT at the rate currently valid in Germany. Should there be an increase in the legally effective rate of the VAT the hotel shall charge the rate of VAT as valid in Germany at the time of the actual stay at the hotel.

4. Provided that the time period between the effective contract conclusion and the actual contract fulfillment shall exceed four months and that the price generally calculated by the hotel for rendering such services shall have increased the hotel claims the right to increase the contractually agreed price by a reasonable increase which shall be, however, limited to 10% maximum. If more than four months lie between the contract conclusion and contract fulfillment and the actually valid VAT is increased, the prices shall be adapted accordingly. In this case the customer will have statutory right to rescind the contract entered into with the hotel.

5. The hotel is entitled to guarantee the reservation of a room only after a reasonable advance payment by the customer by credit card

guarantee or similar method has been made and received. The hotel is entitled to demand such an adequate advance payment even after the conclusion of the booking contract.

6. All invoices of the hotel must be paid at the latest at the date of departure of the customer. Any advance payment demanded by the hotel will have to be paid by the date specified by the hotel.

7. If the management has doubts as to whether the customer will be able to pay the invoice the hotel will be entitled to demand advance payment of the full price or of a full security provision even after the customer has moved into the hotel room. In the case of hotel stays lasting more than a week and any claim in excess of one thousand Euros for services already rendered by the hotel the management is entitled to interim invoicing which will then be due for immediate payment.

8. Should the customer fail to settle even only one single bill the hotel will be entitled to discontinue any further or future services for said customer.

IV. Right of Retention or Right of Set-off

1. The customer shall be entitled to exercise his/her right of retention or right of set-off regarding against claims made by the hotel only if his counterclaims have either been ruled legally binding or are undisputed and have been formally acknowledged by the hotel.

2. Furthermore such right of retention will only be valid if the pleaded counterclaim is based upon the same contractual relationship as the claim brought forward by the hotel.

V. Withdrawal of the Hotel

1. Provided that it was contractually agreed that the customer within a certain deadline will be able to withdraw from the contract free of charge the hotel in turn will be entitled to withdraw from the contract within this time period on its part as soon as requests by other customers for the contractually booked rooms have been made and the customer does not waive his/her right of withdrawal after the hotel has contacted them and enquired if the hotel could withdraw from said contract.

VII. Check-in, Return of Rooms and Cession to Third Parties

1. Booked rooms will be ready for the disposal of the customer from 14 o'clock (2 p.m.) of the agreed-upon date of arrival. Without a prior and separate agreement the customer will have no claim for an earlier availability.

2. Provided that no later arrival time has been earlier agreed upon or the room has been already paid for in full in advance or the hotel has been told a credit card number enabling the hotel to charge for said room even in case the customer does not appear the hotel will be entitled to let the booked rooms otherwise after 18 o'clock (6 p.m.). In this case of no-show the customer will not be entitled to any compensation by the hotel.

3. On the agreed-upon departure date the room will have to be vacated and returned to the disposal of the hotel by 11 o'clock a.m. at the latest. After this time the hotel will be entitled to issue an invoice of an additional charge of up to 50 % of the regular rate (list price) of said room for the delayed vacating of the room and its use beyond the contractually agreed-upon time until 18 o'clock (6 p.m.); after 18 o'clock (6 p.m.) the hotel will be entitled to charge a full 100 % . The customer will in this case forfeit any contractual claims . The customer will, however, have the right to prove that the hotel has not occurred any damages or only a claim to a significantly lower surcharge. This settlement shall not, however, affect any further claims the hotel may bring forth as regarding additional damages.

4. The prior written consent of the hotel is required as soon as rooms provided are to be sublet or rented to third parties or used for purposes other than lodging. As soon as the hotel does not agree to such a subletting or renting to third parties this will not constitute a case for withdrawal of the customer; § 540 in paragraph 1, sentence 2 of the German Civil Code (BGB) is waived in so far as the customer is not a user of the room.

VII. Withdrawal of the Hotel / Conflict Law

1. The hotel will be entitled to refuse a customer both access to the hotel and lodging if upon arrival of the customer there are well-founded concerns that the customer is under the influence of alcohol or drugs or verbally abuses members of the staff and/or customers of the hotel.

2. The hotel will be entitled to banish a customer and to rescind the contract with said customer if said customer has repeatedly perturbed the peace and quiet or has repeatedly molested or insulted members of the hotel staff or other guests.

VII. Liability of the Hotel

1. All items and materials left either in publicly accessible rooms of the hotel, in its technical installations and the convention halls of the hotel shall be considered as not having been present unless they were taken into custody by an authorized member of the hotel staff. Valuables such as jewelry, fur coats and money have to be deposited at the front desk. In addition a separate contract for safe-keeping has to be drawn up with an authorized member of the hotel staff. The hotel shall not take on any responsibility for any valuables not deposited in this way. Liability shall only be accepted for those items and materials kept in the room that have been brought in by the beneficiary of the contract of accommodation.

2. The hotel shall be liable to the customer for property brought in to the hotel in accordance with the statutory provisions as laid down in §§ 701 ff. of the German Civil Code (BGB). Cash, securities and valuables may be stored in the hotel safe. The hotel recommends that guests make use of this possibility. All liability claims shall expire unless the customer shall notify the hotel immediately after having gained knowledge of the loss, destruction or damage (§ 703 German Civil Code, BGB).

3. Strict liability regardless of fault by the hotel shall be expressly ruled out according to § 536 section a of the German Civil Code (BGB.)

4. The hotel shall only be liable for a loss of assets and property if the hotel can be held accountable for a deliberate or grossly negligent breach of duty. By way of derogation the hotel shall be liable for reimbursement of loss of assets and property even in case of simple or slight negligence provided that the hotel is responsible for the breach of the obligation; in this instance the compensation for the damage and liability for damages shall be limited in its amount to the foreseeable damage typically incurred under the accommodation contract.

5. This limitation of liability as stated above shall apply to all compensation claims regardless of their legal basis.

6. All claims filed against the hotel shall be categorically statutory limited to one year from the date of commencement of the legal statutory limitation unless there is no earlier limitation period specified by law. Compensation claims shall be statutory limited to five years independent of the knowledge thereof provided that they were not caused by harm to life, limb, the health or freedom of the customer. These compensation claims independent of the knowledge thereof shall be statutory limited according to law. The reduction of the statute of limitations period shall not apply for claims based on an intentional or grossly negligent breach of duty on the part of the hotel.

IX. Final Provisions

1. Amendments and supplements to the contract, the acceptance of applications and these terms and conditions for hotel accommodation should be made in writing. Unilateral amendments and supplements made by the customer shall not be valid.

2. The location of the hotel's registered office shall be the place of performance and payment.

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 in Regensburg shall have exclusive jurisdiction for commercial transactions.

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 expressly precluded.

Should any provisions laid down in these terms and conditions be or become ineffective or null and void the legal effect of the remaining provisions will not be affected in any way. Apart from this any and all statutory provisions and legal regulations provided by German law shall apply.