

General Terms and Conditions for Hotel and Arrangement Services of Hirmer Hospitality GmbH & Co. KG

The following terms and conditions apply to the provision of hotel rooms as well as to all other services rendered to the customer by hotels that are part of Hirmer Hospitality GmbH & Co. KG (hereinafter referred to as the hotel):

I. Conclusion of the contract, cancellation of the hotel accommodation contract

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The hotel accommodation contract is concluded by the confirmation of a booking/reservation on the part of the hotel or by the acceptance by the customer of an offer of the hotel designated as binding. When booking on the Internet, the possibility of reservation does not yet constitute a binding offer by the hotel. The customer submits a binding offer when he clicks the button "Confirm Booking". The contract is concluded as soon as the customer receives the booking confirmation of the hotel.
2. Bookings/reservations are binding for both parties.
3. To demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract, for example in the form of a credit card guarantee or a down payment. The type and amount of the advance payment and the payment dates shall be agreed in text form in the contract
4. After conclusion of the contract before or after the beginning of the stay in justified cases, e.g. payment arrears of the customer, to demand an advance payment or security deposit or an increase of the advance payment or security deposit agreed in the contract up to the full agreed remuneration
5. d. Rebookings are not possible. In the case of cancellation by the customer, the agreed price must be paid even if the customer does not make use of the contractual service. In this case, however, the hotel shall deduct the income from renting the rooms to other parties as well as the saved expenses from the agreed price. The hotel is entitled to make a lump-sum deduction for the saved expenses. In this case, the customer is obliged to pay 80% of the agreed price for bed and breakfast, 70% for half-board and 60% for hotel arrangements that include overnight stays, meals and other services (both external and internal). The customer is free to prove that the hotel has suffered a lesser loss or no loss at all (e.g. due to renting the room to another party while the category concerned is otherwise fully occupied).
6. The regulations in No. 1.2.c. apply accordingly if the guest does not make use of the booked room or the booked services without giving notice in time (No Show). The regulation also applies accordingly in the event of a reduction in the number of rooms ordered and/or the length of stay.
7. If the hotel has granted the guest an option in the contract to cancel the contract within a certain period of time without further legal consequences, the hotel has no claim to compensation. Decisive for the timeliness of the declaration of rescission is its receipt by the hotel. In this case, the customer must declare the cancellation in writing.
8. The hotel is entitled to cancel or terminate the contract for good cause. Good cause shall be deemed to exist in particular if force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract, if rooms have been booked under misleading or false statements of material facts, e.g. concerning the hotel guest (name, address, etc.) or the purpose, as well as if the hotel has reasonable grounds to assume that the use of the hotel service may endanger the smooth operation of the business, the security or the reputation of the hotel. If the rescission or termination of the hotel is justified, the customer has no right to compensation.
9. If it was agreed that the customer can cancel the contract free of charge within a certain period, the hotel is entitled for its part to cancel the contract during this period if there are inquiries from other customers for the contractually booked rooms and the customer does not waive his right to cancel upon inquiry by the hotel with a reasonable deadline. This applies accordingly in the case of granting an option, if other inquiries exist and the customer is not prepared to make a firm booking upon inquiry by the hotel with a reasonable deadline.

II. Arrival and departure

1. The hotel is obliged to provide the reserved rooms from 3 p.m. on the day of arrival. Whenever possible, rooms will be made available earlier if necessary. There is no right to an earlier handover. Unless otherwise agreed, the hotel will hold reserved rooms available until 6p.m. After that time, the hotel is free to assign rooms elsewhere.
2. Booked rooms are available to the guest until 11 a.m. on the day of departure. If the guest leaves the room after 11 a.m., the hotel may charge an additional 50% of the price for that day in case of check-out until 4 p.m. and 80% after 4 p.m.
3. Insofar as the customer has not reserved all of the hotel's rooms, there is no entitlement to the selection of certain rooms or areas within a room category.

III. Payment, place of performance

1. The agreed prices include the statutory value added tax.
2. Accrued claims may be called at any time and immediate payment may be demanded.
3. In the case of delayed payment, the hotel is entitled to charge interest on the outstanding invoice amount at a rate of 5 percentage points above the respective base interest rate of the Deutsche Bundesbank. The hotel reserves the right to prove higher interest damages.
4. The customer may only offset or reduce a claim of the hotel with an undisputed or legally binding claim.
5. The place of performance and payment is the location of the booked hotel.

IV. Third-party services

1. In addition to the hotel services, external services can be arranged for the customer, e.g. sports courses, visits to events as well as excursions, etc. Third-party services are not provided by the hotel, but by third parties (service providers) on their own responsibility. The customer concludes the respective contract directly with the organizer

V. Liability / Limitation

1. The liability of the hotel in the area of its own service provision is excluded, unless otherwise regulated in the following provisions.
2. The exclusion of liability according to lit. a. does not apply to damages caused by culpable violation of an essential contractual obligation in a way that endangers the achievement of the purpose of the contract. Material contractual obligations are obligations the fulfillment of which is essential to the proper performance of the contract and compliance with which the customer regularly relies on and may rely on. However, liability shall be limited to the damage typical for this type of contract, the occurrence of which each contracting party had to expect based on the circumstances known to it at that time.
3. Furthermore, the exclusion of liability according to lit. a. does not apply to damages resulting from injury to life, body or health, which are based on a negligent breach of duty by the hotel or its legal representatives or vicarious agents.
4. The exclusion of liability according to lit. a. does not apply to damages that are based on an intentional or grossly negligent breach of duty by the hotel or its legal representatives or vicarious agents.
5. The exclusion of liability according to lit. a. shall not apply to claims arising from the Product Liability Act.
6. As far as the liability of the hotel is excluded or limited, this also applies to the liability of its legal representatives, employees and agents
7. The strict liability for damages for defects that already existed at the time of conclusion of the contract (§ 536a BGB) is excluded.
8. The limitation period for claims of the customer against the hotel is six months after the provision of the contractually agreed hotel service. The short limitation period applies in favor of the hotel for both contractual claims and claims in tort.
9. No warranty and/or liability is assumed for external services within the meaning of section IV.
10. Valuables can be stored in the hotel safe. The hotel recommends to make use of this possibility.
11. If the customer is provided with a parking space on the hotel property or in the underground car park, he/she merely concludes a contract with the hotel regarding the rental of the parking space. There is no guarding and a custody contract does not come into being. The hotel shall not be liable for the loss of or damage to a motor vehicle parked on the hotel's property/underground parking lot and/or for its contents, unless the hotel is responsible for the damage in accordance with the regulation under 1.

VI. Final provisions

1. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the hotel is the location of the hotel.
2. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
3. In accordance with the legal obligation, the Hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/> However, the Hotel does not participate in dispute resolution proceedings before consumer arbitration boards.

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