

General Terms and Conditions for the Hotel Accommodation Contract of the Manfred-Sauer-Stiftung Betriebsgesellschaft mbH

Dear guest!

We do our utmost to make your stay with us a pleasant and unforgettable experience. Therefore we would like to let you know which services we offer, what we stand for and which obligations you have towards us. Please allow us to call your attention to the following general terms and conditions, which are to regulate our contractual relationship in our mutual interest and which you agree to when booking.

I. Area of validity

1. These terms and conditions apply to contracts concerning the renting of rooms for accommodation purposes as well as for all other supplies and services rendered to the guest by the hotel.
2. The subletting or reletting of hotel rooms as well as their use for anything else but for accommodation purposes require a written consent from the hotel in advance. The provisions set out under article 540, section, 1, subsection 1 of the German Civil Code (BGB) are not applicable if the guest is not the user.

II. Conclusion of contract, contractual partners; limitation

1. The hotel accommodation contract becomes valid through the guest agreeing to the hotel's offer. It is within the hotel's discretion to choose whether to confirm the reservation in writing.
2. Contractual partners are the hotel and the guest. Should a third party have made the reservation for the guest, both the third party and the guest are liable towards the hotel as joint debtors for all obligations stated in the contract.
3. As a general rule, all claims asserted vis-à-vis the hotel expire one year after the knowledge-dependent regular limitation period under article 199, section 1 of the German Civil Code has begun. Claims for compensation expire within five years, regardless of knowledge. Shortening the limitation period does not apply in the case of deliberate or negligent violation of duty on the part of the hotel.

III. Services, prices, payment and offsetting

1. The hotel is obliged to have the booked room available for the guest and to render the services agreed upon.
2. Pets/animals may only be brought with the prior consent of the hotel. The owner is liable for his/her pet/animal.
3. The guest is obliged to pay the announced hotel prices (see: price list) for the accommodation and all additional services as agreed upon. This also applies to any services and expenditures of the hotel to third parties initiated by the guest.
4. The agreed prices include statutory value-added tax at the rate applicable at the given time.
5. Should the period between the conclusion of contract and the fulfilment of contract exceed four months and should the prices for services charged by the hotel have increased in that time, the contractually agreed price may be increased accordingly, however by no more than 5%.
6. The hotel may also change the prices if the customer requests subsequent changes, which the hotel agrees to, in the number of guests or rooms, in the services provided by the hotel or the duration of the stay.
7. The hotel bill is to be paid on the day of departure. In case of longer stays, the hotel is entitled to ask for interim payment. The hotel is entitled to declare outstanding bills and to demand immediate payment thereof. In the case of delay of payment, the hotel is entitled to charge the interest for delay applicable as stated in article 286 of the German Civil Code or article 352 for business people. The hotel reserves the right to account for excessive damage.
8. The hotel is entitled to request a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of advance payment and the payment deadlines can be stipulated in writing in the contract.
9. The guest can offset or reduce a claim of the hotel with an undisputable or legally binding claim only.

IV. Provision, delivery and return of room(s)

1. The guest is not entitled to the allocation of a certain room.
2. Booked rooms are available for occupation from 4 pm on the agreed day of arrival. The guest has no right to occupy the room any earlier.
3. On the agreed date of departure, the rooms are to be vacated and made available to the hotel by no later than 11 am, unless a different arrangement has been made explicitly. Thereafter, the hotel is entitled to charge – beyond the damage incurred by the guest's delay – 50 % of the daily room rate for the additional use until 6 pm and 100 % of the daily room rate for the additional use beyond 6 pm. The guest is free to prove that no damage has been incurred to the hotel or that the actual damage is considerably lower than stated.

V. Cancellation made by guest

1. A cancellation of the accommodation contract on the part of the guest is to be made in writing and requires the written consent of the hotel. In the event that this agreement is not made, the price agreed upon in the contract is to be paid, irrespective of whether the guest does or does not make use of the contractual services. This however does not apply in cases of delayed performance by the hotel or of impossibility of performance for which the hotel is at fault.
2. If a date for cancellation of the accommodation contract has been agreed upon in writing between the hotel and the guest, the guest may cancel the contract until that date without any obligation for payment or for damage compensation to the hotel.
3. If the guest does not accommodate booked rooms, the hotel must apply credit to the guest for the income due to the letting of these rooms to other parties and also for saved expenses.
4. The hotel is entitled to demand payment of the contractually agreed remuneration, deducting a fixed amount for the expenses saved by the hotel. In such a case the guest is obliged to pay a minimum of 80 % of the room price agreed upon in the contract. The guest is free to prove that the aforementioned entitlement did not occur or did not occur to the claimed extent.

VI. Privacy policy

Our privacy policy can be found at www.manfred-sauer-stiftung.de/info/datenschutz.

VII. Cancellation made by hotel

1. If a date for cancellation of the accommodation contract has been agreed upon in writing between the hotel and the guest, the hotel has the right to cancel the contract until that date if other guests have made inquiries for the booked rooms/services and the guest does not waive his right of withdrawal upon inquiry thereof by the hotel.
2. If an advance payment agreed upon or an advance payment required according to item III, no. 8 is not made after a reasonable extension granted by the hotel, the hotel is entitled to cancel the agreement.
3. Furthermore, the hotel is entitled to cancel the contract for objectively justified reasons such as
 - the fulfilment of the contract is rendered impossible by force majeure or by other circumstances which are not within the responsibility of the hotel;
 - rooms are booked by giving misleading or false information on essential facts such as the guest's identity or the purpose of using the room;
 - the hotel has reasonable cause to believe that the guest's use of the hotel's services may put the smooth operation, safety, security or the reputation of the hotel at risk, without such matters being attributable to the hotel's power of control or organisation, or without a violation of item I being the case.
4. In the case of a justified cancellation made by the hotel, no claims for damages can be made by the guest.

VIII. Liability of the hotel

1. The hotel is to act with the due diligence of a prudent merchant and is liable as such for the obligations arising from the contract. A guest is not entitled to obtain damages – with the exception of compensation for death, bodily injuries or damage to health, or damages based on a deliberate or negligent violation of duties typical for the contract by the hotel. Should malfunctions or deficiencies regarding the hotel's services occur, the hotel is to take remedial action as soon as they become known or are reported by the guest. The guest is obliged to contribute to a reasonable degree to correct the problems and to minimize any possible damage.
2. The hotel is liable for personal items brought by the guest, according to legal requirements. These stipulate an amount of up to 100 times the room price, however no more than € 3.500, as well as money and valuables up to a maximum of € 800. Cash, securities and valuables may be stored in the room safe. The hotel recommends making use of these facilities. Liability claims expire if the guest does not notify the hotel immediately after gaining knowledge of loss, destruction or damage (§ 703 German Civil Code).
3. A parking space provided by the hotel for the guest either in the hotel's garage or the hotel's parking lot does not establish a contract of safe custody even if a fee is charged. The hotel is not liable for the loss or damage of vehicles parked or maneuvered on its property or the contents of the vehicles, except in the case of intentional or gross negligence. The provisions set out in no. 1, sentences 2–4 above apply accordingly.
4. Wake-up services are to be performed by the hotel with utmost care. Messages, mail and merchandise deliveries for the guest are to be handled most diligently. The hotel is to take care of delivery, safekeeping and – upon request – forwarding of the above against payment. Claims for damages are not possible, with the exception of gross negligence or willful intent. The provisions set out in no. 1, sentences 2–4 above apply accordingly.

IX. The guest's obligations

1. The hotel is meant to be frequented by guests both with and without disabilities, including wheelchair users. There is no in-

house nursing staff. The guest must be capable of executing the recurring activities of daily life on his/her own. Those in need of help must arrange to be accompanied by a carer at their own expense. The hotel staff will be happy to provide guests with the contact data of local welfare/caring centres, service for outpatients etc. The guest needs to get in touch with a service centre and make arrangements him-/herself.

2. If the guest does not engage the help of a carer, even if care dependency is verifiably given, the hotel reserves the right to call a nursing service at the guest's cost, at the latest when a deficiency has been noted. All resulting costs shall be charged to the guest.

X. Final clause

1. Changes or additions to the contract, to the acceptance proposal or to the general terms and conditions require the written form in order to be valid and only take effect if and when they are confirmed by the hotel in writing. Unilateral changes or additions made by the guest are void.
2. The place of fulfilment and payment is the hotel's registered office.
3. Exclusive place of jurisdiction for commercial activities including disputes concerning cheques and bills of exchange is the hotel's registered office. If a contractual partner fulfills the conditions of article 28, paragraph 2 (Code of Civil Procedure) and has no forum generale in Germany, the place of jurisdiction is the hotel's registered office.
4. German law applies. UN sales convention and conflict of laws are void.
5. If individual provisions of these general terms and conditions are declared to be partly or fully void or inexecutable, the effectiveness of all other provisions is not affected in any way. As for the rest, the statutory regulations apply.

Lobbach, August 2019