

Our General Terms and Conditions (GTC) and Covid19 regulations (as of September 21, 2022)

0. Covid regulations: During the pandemic, federal and local authorities have issued certain rules under which lodging services are used. This includes - in addition to general regulations to which the hotel draws the customer's attention on notices - the submission of certain documents that prove an important reason for travel and/or negative tests, recovery or effective vaccination. If required, the customer must present this evidence to the hotel staff before moving into the room.

I. Scope of the General Terms and Conditions: 1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all other services and deliveries provided by the hotel for the customer. 2. The subletting or re-letting of the rooms provided and their use to others as accommodation purposes require the prior written consent of the hotel, whereby § 540 paragraph 1 sentence 2 BGB is waived if the customer is not a consumer. 3. The customer's terms and conditions only apply if this has been expressly agreed in writing beforehand.

II. Room availability and return; Advance payment of the accommodation price: 1. If the advance payment for the accommodation service has already been made, the guest can use the room from 4 p.m. on the day of arrival. 2. Unless this has been expressly agreed in writing in advance, the customer does not acquire the right to be provided specific rooms. 3. On the day of departure, the rooms are made available to the guest by 11:00 a.m. After that, the hotel can charge 50% of the full accommodation price (list price) for use beyond the contract due to the delayed vacating of the room up to 4:00 p.m. and 100% from 4:00 p.m. This does not justify contractual claims by the customer. He is free to prove that the hotel has no or a significantly lower claim for usage fees. 4. The price of the accommodation service must always be paid in advance by the customer. For non-guaranteed bookings, payment is usually made upon guest arrival. If the guest has an indefinite stay of more than one night, at least the following night must always be paid in advance, otherwise the reservation will expire; this payment must be made by 11 a.m. at the latest. 5. A reservation for rooms that have not yet been paid for is valid until 4:00 p.m. on the day of arrival. After this point in time, the hotel can rent the reserved rooms to someone else. If the booking is not guaranteed, the customer can cancel the reservation in advance at any time up to 11:59 p.m. on the day before arrival. The hotel can cancel a non-guaranteed reservation up to a maximum of 11.59 p.m. before the day of arrival. 6. Valid means of payment are credit cards: Eurocard, Visacard, American Express Card. 7. The payment of commission or similar and/or the granting of price reductions and/or free rooms is excluded. Regular hotel prices cannot be altered by agency/processing or booking fees. 9. The hotel is a non-smoking hotel. If the smoking ban is not observed, the customer will be charged 150.00 euros.

III. Conclusion of the contract, contract partners, statute of limitations: 1. The contract comes into effect when the hotel accepts the customer's application. The hotel is free to confirm the room booking in text form. 2. The contractual partners are the hotel and the customer. If a third party has ordered for the customer, they are liable to the hotel together with the customer as joint debtor for all obligations arising from the hotel accommodation contract, provided that the hotel has a corresponding declaration from the third party. 3. All claims against the hotel expire one year after the start of the statutory limitation period. This applies to claims for damages and other claims, insofar as the latter are based on an intentional or grossly negligent breach of duty by the hotel.

IV. Withdrawal by the customer/withdrawal by the hotel: 1. The customer can only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract, a statutory right of withdrawal exists or if the hotel expressly agrees to a contract termination. If this is not the case, the agreed price from the contract must also be paid if the customer does not use the contractual services. 2. If a date for withdrawal from the contract has been agreed between the hotel and the customer, the customer can withdraw from the contract up to that point without triggering payment or damage claims on the part of the hotel, unless otherwise agreed. 3. In the case of rooms not used by the customer, the hotel must offset the income from renting the rooms to other parties and the expenses saved. If the rooms are not rented out elsewhere, the hotel can demand the contractually agreed remuneration and make a flat-rate deduction for the expenses saved by the hotel. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for accommodation with or without breakfast, 70% for half-board and 60% for full-board arrangements. The customer is free to prove that the aforementioned claim did not arise or did not arise in the required amount. 4. If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers about the contractually booked rooms and the customer responds to the hotel's request not waive his right to withdraw after setting a reasonable deadline. 5. If an advance payment or security deposit agreed or requested by the hotel upon conclusion of the contract is not made, the hotel is also entitled to withdraw from the contract. 6. Furthermore, the hotel is entitled to extraordinarily withdraw from the contract for a materially justifiable reason, for example if a) force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract, b) rooms with misleading or incorrect information on essential facts, e.g. B. in the person of the customer or the purpose of his stay, c) the hotel has reasonable grounds to assume that the use of the hotel service can endanger the smooth business operations, the security or the reputation of the hotel in public, without that this is attributable to the hotel's sphere of control or organization, d) there has been a violation of point I. paragraph 2 above. 7. If the hotel withdraws with justification, the customer is not entitled to compensation.

V. Services, prices, payment, offsetting: 1. The hotel is obliged to keep the rooms booked and paid for by the customer available and to provide the agreed services. 2. The customer is obliged to pay the applicable or agreed hotel prices for rooms provided and for other services used. This also applies to services and expenses of the hotel arranged by the customer for third parties. 3. The agreed prices include the respective statutory VAT. If the period between the conclusion of the contract and the fulfillment of the contract exceeds 3 months and the price generally charged by the hotel for such services increases, the hotel can increase the contractually agreed price appropriately, but by no more than 10%. The price does not include local taxes that are owed by the customer himself according to the respective municipal law (e.g. culture tax, visitor's tax). 4. The hotel can also change the prices if the customer subsequently requests changes to the number of booked rooms, the hotel's services or the length of stay of the guests and the hotel agrees to this. 5. The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract or thereafter. The amount of the advance payment and the payment dates can be agreed in writing in the contract. In the case of advance payments or security deposits for package tours, the statutory provisions remain unaffected. 6. The customer can only offset or reduce a claim from the hotel with an undisputed or legally binding claim. 7. The customer agrees that the invoice can be sent to him electronically.

VI. Liability of the hotel: 1. The hotel is liable with the diligence of a prudent businessman for its obligations under the contract. Customer claims for compensation are excluded. Excluded from this are damages resulting from injury to life, limb or health if the hotel is responsible for the breach of duty, and other damages that are based on an intentional or grossly negligent breach of duty by the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Should disruptions or defects occur in the hotel's services, the hotel will endeavor to remedy the situation if it becomes aware of it or if the customer complains immediately. The customer is obliged to do what is reasonable for him to remedy the disruption and to keep possible damage to a minimum. 2. The hotel is liable to the customer for items brought in according to the statutory provisions. The hotel recommends using the hotel safe. If the customer wishes to bring money, securities and valuables up to €800 or other items with a value of more than €3,500, this requires a separate safekeeping agreement with the hotel. 3. If the customer is provided with a parking space in the hotel garage or in a hotel car park, even for a fee, this does not result in a custody agreement. The hotel is not liable in the event of loss or damage to motor vehicles parked or maneuvered on the hotel property and their contents, except in the case of intent or gross negligence. This also applies to vicarious agents of the hotel. Paragraph 1 sentences 2 to 4 apply accordingly.

VII. Food and drinks brought in, breakfast: 1. Consumption of food and drinks brought in in public areas and the preparation of food in the rooms is prohibited. 2. Breakfast is only to be taken in the designated rooms. It is not possible to take breakfast items that are offered with you.

VIII. Final provisions: 1. Changes or additions to the contract, the acceptance of applications or these terms and conditions for hotel accommodation should be made in writing. Unilateral changes or additions by the customer are invalid. 2. The place of performance and payment is the hotel's registered office. 3. The exclusive place of jurisdiction – also for disputes over checks and bills of exchange – is Darmstadt in commercial transactions. If a contractual partner meets the requirements of § 38 paragraph 2 ZPO and does not have a general place of jurisdiction in Germany, the place of jurisdiction is the hotel's registered office. 4. German law applies. The application of the UN sales law and the conflict of laws is excluded. 5. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. The same applies in the event of an unwanted loophole. In addition, the statutory provisions apply.