

General Terms and Conditions for the Hotel Accommodation Contract
SCHUMANN, HOTEL RESTAURANTS & SPA - TEMPEL GmbH

I. Scope of application

1. these terms and conditions apply to contracts for the rental of hotel rooms for accommodation, as well as for all other services and deliveries provided by us for the customer. They also apply accordingly to separately booked services of our SPA TEMPEL, irrespective of whether an accommodation service is utilised. (Treatments, day bookings also without accommodation services).
2. the subletting and re-letting of the rooms provided and their use for purposes other than accommodation require the prior written consent of the hotel.
3. the customer's terms and conditions shall only apply if this has been agreed in writing in advance.

II Conclusion of contract, partners, liability, statute of limitations

1. the contract is concluded by the hotel's acceptance of the customer's application.
The hotel is free to confirm the room booking in writing.
2. the contractual partners are the hotel and the customer. If a third party has booked on behalf of the customer, he shall be liable to the hotel together with the customer as joint and several debtor for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.
3. the hotel is liable for its obligations arising from the contract. In the non-typical service area, liability is limited to intent and gross negligence on the part of the hotel.
4. the limitation period for all claims of the customer is - as far as legally permissible - 6 months. This does not affect claims for intentional or grossly negligent breaches of duty or for injury to life, limb or health, to which the statutory limitation period applies.
5. this limitation of liability and short limitation period shall also apply in favour of the hotel in the event of breach of obligations in the initiation of the contract and positive breach of contract.

III Services, prices, payment, offsetting

1. the hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
2. the customer is obliged to pay the hotel's applicable or agreed prices for the provision of the room and the other services utilised by the customer. This also applies to services and expenses of the hotel to third parties arranged by the customer. We reserve the right to make adjustments in the event of errors in price information and refer to the current price lists.
3. the agreed prices include the respective statutory value added tax. If the period between conclusion and fulfilment of the contract exceeds 4 months and the price generally charged by the hotel for such services increases, the hotel may raise the contractually agreed price appropriately, but by no more than 10%.
4. the prices may also be changed by the hotel if the customer subsequently requests changes to the number of rooms booked, the hotel's services or the duration of the guests' stay and the hotel agrees to this.
5. invoices of the hotel without an expressly stated due date are payable without deduction within 10 working days of receipt at the latest. The hotel is entitled to declare accrued receivables due at any time and to demand immediate payment.
6. in the event of late payment, the hotel is entitled to charge interest at a rate of 5 percentage points above the respective base interest rate in accordance with §247 BGB. The customer reserves the right to prove lower damages, the hotel reserves the right to prove higher damages.
7. the hotel requires an advance payment as security in the amount of 50% of the full travel price upon conclusion of the contract, taking into account the legal provisions.

This advance payment is due immediately upon booking. Only upon receipt of payment is the booking guaranteed by the hotel. In the event of cancellation, the advance payment is not definitively lost, but will be offset against the cancellation fee or refunded, depending on the time of cancellation.

8. the customer may only offset or reduce a claim of the hotel with an undisputed or legally binding claim.

IV. Withdrawal by the customer (cancellation, cancellation, rebooking)

1. cancellation by the customer of the contract concluded with the hotel must always be made in writing / will only be accepted by the hotel in writing. If this is not done, the agreed price from the contract must be paid even if the customer does not utilise contractual services. This shall not apply in the event of a delay in performance by the hotel or an impossibility of performance for which the hotel is responsible.
2. if a date for cancellation of the contract has been agreed in writing between the hotel and the customer, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if he does not exercise his right of cancellation in writing vis-à-vis the hotel by the agreed date, unless there is a case of default on the part of the hotel or an impossibility of performance for which the hotel is responsible.
3. the customer is then obliged to pay the following flat-rate cancellation fees/cancellation conditions:
 - up to the 15th day before departure free of charge
 - from the 14th day before departure 25 % of the agreed travel price
 - from the 7th day before departure 50 % of the agreed travel price
 - from the 2nd day before departure 100 % of the agreed travel price
 - in case of no-show or early departure 100 % of the agreed travel price will also be charged.

We therefore strongly recommend that you take out private travel cancellation and curtailment insurance, which you received with your booking confirmation. The cancellation conditions are independent of whether the cancelled rooms including additional services have been fully or partially re-sold.

If a deposit has already been paid, the remaining amount will be refunded on request in the form of a voucher or by bank transfer after deduction of the cancellation costs in accordance with the above scale.

Up to the 7th day before departure, we will grant you a one-off rebooking of the booked stay within the next 3 months. This will incur a service fee of EUR 13.00, which will be charged to your room account. After the rebooking has been made, the regular cancellation conditions apply according to the new arrival date. From the day of rebooking until arrival, the cancellation conditions printed above will apply again.

The cancellation conditions also apply to bookings already made from 01.07.2025 and do not require a separate new confirmation.

V. Cancellation by the hotel

1. insofar as a right of cancellation by the customer within a certain period has been agreed in writing, the hotel is entitled for its part to withdraw from the contract during this period if there are enquiries from other customers for the contractually booked rooms and the customer does not waive his right of cancellation upon enquiry by the hotel.
2. if an agreed advance payment is not made even after expiry of a reasonable grace period set by the hotel with a warning of refusal, the hotel is also entitled to withdraw from the contract.
3. the hotel is entitled to extraordinary cancellation of the contract for objectively justified reasons. Such a reason exists in particular if
 - a) force majeure or other circumstances for which the hotel is not responsible make fulfilment of the contract impossible
 - b) rooms are booked with misleading or false information about the person of the customer or the purpose;
 - c) the hotel has justified cause to believe that the use of the hotel's services may jeopardise the smooth operation of the hotel, its security or public reputation, without this being attributable to the hotel's sphere of control or organisation;
 - d) there is a violation of the above-mentioned scope of application paragraph 2

4. the hotel must inform the customer of the exercise of the right of cancellation without delay.
5. In the event of justified cancellation by the hotel, the customer shall not be entitled to compensation.

VI Room provision, handover and return

1. the customer does not acquire any claim to the provision of specific rooms.
2. booked rooms are available to the customer from 15:00 on the agreed day of arrival. The customer is not entitled to earlier availability.
3. on the agreed day of departure, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. After this time, the hotel is entitled to demand a flat-rate compensation for use amounting to 50% of the accommodation price up to 6.00 pm and 100% from 6.00 pm. The customer reserves the right to provide evidence of lower or no damages. The hotel reserves the right to claim further damages.

VII Liability of the hotel

1. the hotel is liable for the diligence of a prudent businessman. The hotel's liability for simple negligence is limited to the breach of material contractual obligations (cardinal obligations). In the event of injury to life, limb or health, the statutory provisions shall apply. Should disruptions or defects occur in the hotel's services, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and minimise any possible damage.
2. the hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions. Any liability claims expire if the customer does not notify the hotel immediately after becoming aware of the loss, destruction or damage (§703 BGB). The hotel is liable for valuables stored in the hotel safe in accordance with § 701 ff. BGB up to a maximum amount of EUR 800.00, unless further liability has been expressly assumed.
3. the statutory provisions shall apply to the unlimited liability of the hotel.
4. if the customer is provided with a parking space in a hotel car park, even for a fee, this does not constitute a safekeeping agreement. In the event of loss of or damage to motor vehicles parked or manoeuvred on the hotel property and their contents, the hotel shall not be
5. the hotel is not liable, except in cases of intent or gross negligence. This also applies to vicarious agents of the hotel.
6. wake-up calls are carried out carefully by the hotel. Claims for damages, except for gross negligence or intent, are excluded.
7. messages, mail and consignments of goods for guests will be handled with care. The hotel will deliver, store and - on request - forward them for a fee. Claims for damages, except for gross negligence or intent, are excluded.
8. lost property will only be forwarded on request and for a fee. They will be stored at the hotel for 6 months. After this period, items of obvious value will be handed over to the local lost property office, otherwise they will be destroyed or disposed of.

VIII. Non-smoking in hotel rooms

1. our hotel rooms (with the exception of the GENUSS suite) are all non-smoking rooms. It is therefore expressly forbidden to smoke in the corridors of the hotel as well as in the hotel rooms and the adjoining bathrooms, showers and toilets etc.. In the event of a breach of the smoking ban, the hotel is entitled to charge the customer a cleaning fee equivalent to one night's accommodation. The customer reserves the right to provide evidence of lower damages, the hotel reserves the right to provide evidence of higher damages.

IX. Dogs in hotel rooms

1. dogs are only permitted on prior request. The amount of the additional costs per dog and day can be found in the current price list on our website. An additional final cleaning may be charged if this is necessary due to the dog's stay. We ask for your understanding that your four-legged friends are not allowed in some suites, in the restaurants, in the spa areas and on the sunbathing lawn.

X. Final provisions

1. deviating agreements or verbal collateral agreements must be made in writing to be effective. They shall only become effective if they are confirmed in writing by the hotel. The same applies accordingly to a waiver of the written form requirement.
2. place of fulfilment and payment is the registered office of the hotel.
3. the exclusive place of jurisdiction - also for disputes concerning cheques and bills of exchange - in commercial transactions is the registered office of the hotel. This agreement on the place of jurisdiction shall only apply if the customer is a merchant within the meaning of the German Commercial Code (HGB) or has no general place of jurisdiction in Germany. If a contractual partner fulfils the requirements of § 38 para. 1 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.
4. German law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Consumers abroad retain the application of mandatory consumer protection regulations of their country of residence.
5. should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.