

General Terms & Conditions for Hotel Accommodation Contracts
SCHUMANN, HOTEL, RESTAURANTS & SPA-TEMPEL GmbH

I. Scope

1. These Terms & Conditions apply to contracts for the letting of the Hotel rooms for accommodation and all other customer-related activities and services provided by us. They apply accordingly also for separate bookings in our Spa-Tempel, including all services (Treatments, Daily Appointments, also without lodgings).
2. Sub-contracting or sub-letting of rooms, together with their use for any purposes other than accommodation, requires the prior written approval of the Hotel.
3. The Terms & Conditions of the customer will apply only if they have previously been expressly agreed in writing.

II. Conclusion of Contract, Contracting Parties and Limitations

1. The contract becomes valid when the Hotel accepts the customer's application. It is open to the Hotel to confirm the room reservation in writing.
2. The contracting parties are the Hotel and the customer. If a third party has placed a reservation on behalf of the customer, the customer and the third party shall be jointly responsible to the Hotel for all obligations arising from the Hotel contract, provided that the customer shall provide the Hotel with an appropriate statement to this effect.
3. The Hotel shall be liable for its obligations resulting from the contract. For all occurrences beyond the services typically to be rendered, liability of the Hotel shall be limited to intent and gross negligence.
4. The period of limitation for all customer claims is 6 months, excepting claims resulting from gross negligent or intentional behaviour.
5. This limited liability and the short period of limitation apply in favour of the Hotel, also in the case of infringement of responsibilities during initiation of the contract as well as in the case of a positive violation of contractual duty.

III. Services, Tariffs, Payments, Offsetting

1. The Hotel is obliged to make the rooms available that the customer has reserved and to provide the services that have been agreed.
2. The customer is obliged to pay the current or agreed Hotel prices to hire the room and any other services he has made use of. This also applies to services and expenses that he requests the Hotel to make over against third parties.
3. The agreed rates include turnover tax at the appropriate rate according to law. If the period between the conclusion of the contract and the execution of the contract exceeds 4 months, and if the rates generally demanded by the Hotel for that kind of services increase, the Hotel shall be entitled to increase the agreed rates to an appropriate extent, but shall be limited to a maximum increase of 10%.
4. Prices may be further adjusted if the customer subsequently wishes to alter the number of rooms reserved, the services required or the length of stay of the guests and the Hotel agrees to this.
5. Hotel invoices without a payment date are payable in full within 10 calendar days of receipt. The Hotel is entitled to demand payments outstanding at any time, and to require immediate payment. In the event of delay in payment, the Hotel is entitled to charge interest to the amount of 5% above the respective base lending rate (in accordance with Article 247 German Civil Law). The customer reserves the right to provide evidence of entitlement to a lower claim to damages; the Hotel reserves the right to provide evidence of entitlement to a higher claim to damages.
6. When the contract is agreed, or subsequently in accordance with the legal regulations governing package holidays, the Hotel is entitled to request an appropriate advance or guarantee payment. The amount of the advance payment and the payment deadlines may be agreed in writing in the contract.
7. The customer can only offset or reduce the Hotel's payment demands by means of an undisputed legal claim.

IV. Rescission by the Customer (counter-order or cancellation)

1. Rescission must be agreed to by the Hotel in writing. Does this not occur, the customer is obliged to pay the contractually agreed prices, even if he does not claim the room or services he has booked. This does not apply if the Hotel fails to meet his obligations or the provision of one of the services proves to be impossible.
2. Provided that a date has been agreed upon in writing, the customer may rescind the contract without being liable for any compensation claims. The right to rescind is forfeited by the customer if he does not exercise this right in writing to the Hotel by the agreed upon date, provided it is not a case where the Hotel fails to meet his obligations or the provision of one of the services proves to be impossible.
3. If the Hotel calculates its actual losses, the maximum amount of compensation shall equal the contractually agreed price of the services to be supplied by the Hotel less the value of the expenditure saved by the Hotel together with the amount that the Hotel acquires through the alternative use of the Hotel's services.
4. The Hotel is at liberty to levy a flat rate cancellation fee.
The customer is obligated to pay the following flat-rate rescission fees:

Up to the 31 st day prior to the agreed date of arrival	20% of the booked services
From the 30 th day prior to the agreed date of arrival	25% of the booked services
From the 22 nd day prior to the agreed date of arrival	35% of the booked services
From the 15 th day prior to the agreed date of arrival	50% of the booked services
From the 8 th day prior to the agreed date of arrival	65% of the booked services
From the 2 nd day prior to the agreed date of arrival	80% of the booked services
On the day of arrival	100% of the booked services

The customer is at liberty to provide evidence that the Hotel has suffered no loss or that its losses are lower than those claimed through the flat rate compensation fee.

V. Rescission by the Hotel

1. Provided that the customer's right to rescind within a particular time period has been agreed in writing, the Hotel is also for its part entitled to rescind if applications from other customers for rooms reserved under contract are to hand, and the customer does not waive his right to rescind when contacted by the Hotel.
2. The Hotel is also entitled to rescind the contract if an advance payment as agreed or as demanded is not made, even after an appropriate period of grace set by the Hotel has elapsed.
3. Furthermore, the Hotel is entitled to rescind the contract in exceptional circumstances, if so justified for well-founded reasons, especially in the event that:
 - a) Force majeure or other circumstances beyond the control of the Hotel make the fulfilment of the contract impossible;
 - b) Rooms are booked giving a misleading or a false description of essential facts (e.g. in respect of the customer or the purpose);
 - c) The Hotel has good grounds for supposing that the use of the Hotel services might jeopardise the smooth running of the Hotel's operations, or the safety or the reputation of the Hotel in the public eye in a way that is beyond the control or scope of the Hotels organisation;
 - d) There is any breach of paragraph 2.
4. The Hotel must inform the customer immediately before exercising his rescission right.
5. If the Hotel justifiably rescinds, the customer shall make no claim for compensation.

VI. Preparing, Handing Over and Returning the Room

1. The customer has no right to demand that particular rooms are prepared for him.
2. The reserved rooms shall be available to the customers by 3 p.m. at the earliest on the agreed date of arrival. The customer has no right to demand that rooms should be prepared earlier.
3. On the agreed date of departure, rooms must be vacated and at the Hotel's disposal by 12 noon at the latest. After this time, the Hotel may charge 50% full price of accommodation (list price) for additional use until 18:00 and for use after 18:00, 100% of the full price of accommodation (list price) without prove of damage. The Hotel retains the right to claim damages exceeding the amount of this penalty.

VII. The Hotel's Liability

1. The Hotel shall be responsible for its obligations arising from the contract, exercising the care expected of a reasonable trader. This liability applies to services typical to the industry, is however limited to service deficiencies, damages, secondary damages or disturbances, which can be ascribed to intent or gross negligence on the part of the Hotel. Should there be any faults or shortcomings in the services provided by the Hotel, the Hotel will make every effort to correct this if the customer has brought these to its attention or made his objections promptly known. The customer is obliged to make reasonable effort to rectify any fault or minimise any possible loss or damage.
2. The Hotel shall be responsible for items brought into the Hotel in accordance with the provisions of the law. Any claims to liability shall be null and void if the customer does not report to the Hotel any loss, destruction or damage immediately after he has become aware of it (Article 703 of the Civil Code).
3. For the unlimited liability of the Hotel, the legal regulations apply.
4. Though the customer may be offered a parking space in the Hotel garage or car park, this shall not form a contract for its safekeeping, even if a parking fee is paid. The Hotel shall not assume liability for loss or damage to any vehicle parked on the Hotel's property, or its contents, except in the event of wantonness or gross negligence. This also applies to the Hotel's agents.
5. Wake-up calls are carried out by the Hotel with the greatest possible diligence. Any liability claims, except in the case of gross negligence or intent, are excluded.
6. Messages, post and the sending of trade samples for the customers shall also be treated with great care. The Hotel will undertake to deliver or keep such items (at the Hotel), or to send them on if desired, for a fee. Indemnity claims, except for gross negligence or intent, are excluded.
7. Lost property will only be sent on for a fee upon request. The Hotel keeps such items for 6 months after which time they are, as far as they are clearly of value, handed over to the local lost property office, otherwise, they will be destroyed or disposed of.

VIII. No Smoking in Hotel Rooms

1. Our Hotel rooms (with the exception of the Pleasure-Suite) are all non-smoking rooms. It is therefore expressly prohibited to smoke in all Hotel rooms, including all bathrooms, showers, toilets etc., as well as in all corridors of the Hotel. In the event of non-observance by a Hotel guest or his accompaniment, we reserve the right to demand a fee amounting to 150,00 EUR as a flat fee for damages for the additional cleaning costs, including a potential reduction in revenue due to the inability to let the room, from the Hotel guest. This flat fee for damages may be higher or lower, if the Hotel can prove higher damages (for example, if the revenue lost due to the inability to let the room is the loss of the full overnight price for two people in the booked category) or the guest can prove lesser damages. Therefore the guest will be permitted to provide proof that the damages have not occurred or are considerably lower than the flat rate.

IX. Final Provisions

1. Amendments or supplements to the Contract must be made in writing. They only become effective upon the written confirmation of the Hotel. The same applies to any waiver of the requirement for the written form.
2. Place of fulfilment and payment shall be the location of the Hotel's registered office.
3. The sole court of jurisdiction for commercial transactions, including cheque and currency disputes shall be the Hotel's registered office. Provided that a contracting party fulfils the requirements of Article 38 paragraph 2 of the Code of Civil Procedure and has no general place of jurisdiction within Germany, the Hotel's registered office shall act as the place of legal jurisdiction.
4. German law alone shall apply to this contract.
5. Should individual provisions of these General Terms & Conditions for Hotel Accommodation prove inoperable or are or become null and void, the effectiveness of the other provisions shall remain unaffected. For the rest, legal regulations shall apply.