

GENERAL TERMS AND CONDITIONS

1. Conclusion of a contract

1.1 A contract between a guest and Parkhotel Prinz Carl is concluded based on the following conditions provided that the room(s), facilities, areas, further services were ordered and were confirmed by the hotel.

1.2 If a deposit payment or prepayment is requested by the hotel in order to confirm the reservation and if the requested amount is not paid in due time, the reservation confirmation is invalid. If the customer is a registered trader acting for his guests/participants, then he or she will have to meet the liabilities incurred.

1.3 If the confirmation of the reservation deviates from the content of the notification made, the content of the confirmation of the registration applies for the contract, unless the guest objected without delay, at the latest upon reception of the services.

1.4 If a reservation is made for several persons, group events, tours, seminars and conferences, the number of participants and a list of names (first and last name) need to be communicated to the hotel 5 days before arrival/the event at the latest. Political events have to be explicitly declared in the booking. If this obligation is not complied with, the hotel is entitled to cancel the event, disclaim liability and, if applicable, claim damages from the organiser.

1.5. The rooms, vitrines and other areas are provided against payment. They can only be transferred to third parties upon approval of Parkhotel Prinz Carl.

2. Arrival and departure

2.1 Unless otherwise agreed, check-in is not possible before 3 p.m. on the day of arrival, and check-out must take place until 11 a.m. on the day of departure. If the guest wishes to check-out after 11 a.m., the reception team needs to be informed about this in advance. If this is accepted by the hotel, the half room rate is payable upon departure before 6 p.m. and the full room rate upon departure after 6 p.m. In case of a reservation, check-in must take place before 6 p.m. unless a different arrival time on the same day was explicitly agreed in writing. If this does not occur, the hotel is entitled to otherwise dispose of the rooms. Exceptions from this are: reservations for which a prepayment was made, or a voucher was issued or a credit card number of a credit card company accepted by the hotel was indicated.

3. Services

3.1 The contractual scope of services provided by the hotel results from information contained in current brochures or agreements concluded between the parties.

3.2 If full board is agreed and the guest receives a meal for lunch on the first day, then the service ends with breakfast on the day of departure, otherwise with lunch. Half-board generally comprises breakfast and dinner.

3.3 If the guest does not have a meal, for whatever reasons, he is neither entitled to a refund, nor to a reduction.

3.4 The prices stated in the folder or other lists include a service fee as well as the currently valid value-added-tax. If the rate of value-added-tax increases in the course of the contract duration, the hotel is entitled to adjust the prices to the new VAT rate.

3.5 The visitor's tax is not included in the hotel and travel package price.

3.6 For events exceeding the agreed duration, an additional service fee per employee is payable based on the hourly wage + additional costs + (if relevant) night-time working surcharge.

4. Payment

4.1 Unless otherwise agreed, fees are payable upon check-in, otherwise upon departure of the guest.

4.2 For a stay of more than 3 days, the hotel may issue an interim bill.

4.3 If payment is not made in due time, the hotel is entitled to cancel the agreement with immediate effect. The enforcement of other damages, in particular booking losses, is up to the hotel.

4.4 If the guest ends his stay before the end of the agreed duration, he will still have to cover the costs for the remaining duration of the contract, unless he or she can prove that the hotel did not re-sell the room, although it had the opportunity to do so.

4.5 The place of performance for the payment obligations of the guest is the hotel's place of business. This also applies if the guest is credited with the payment.

4.6 Payments from credit card companies, cheques or drafts are only accepted on account of performance.

5. Cancellation: booking cancellation policy

5.1 Accommodation for up to 14 persons

5.1.1 Travel packages: free cancellation until the 22nd day before arrival. 50% of the package price will be charged in case of a cancellation between the 21st and 15th day before the arrival date. 70% of the package price will be charged in case of a cancellation between the 14th and 4th day before arrival, 80% will be charged from the 3rd day before arrival onwards. In case of a no-show, 90% of the price will be charged.

5.1.2 Hotel rooms: free cancellation until the 2nd day before arrival. In case of a cancellation after the 2nd day before arrival or in case of a no-show, the price for the first night will be charged. These regulations do not apply during trade fairs and other major events in the region, where cancellation is only free until the 30th day before arrival, otherwise 90% of the booked accommodation will be charged.

5.2 Accommodation from 15 persons (group travel packages): cancellation is free until the 30th day before arrival. In case of a cancellation until the 20th day before arrival, 20% of the accommodation or package price will be charged, in case of a cancellation until 3 days before arrival, 90% of the accommodation or package price will be charged.

5.3 If the reservation comprises more than 200 overnight stays, the cancellation periods described above are extended by 5 days respectively.

5.4 Events: for booked events and provisions of rooms the following cancellation periods apply:

a) over 45 days—free

b) until the 21st day before arrival, the hotel reserves the right to charge 50% of the lost

turnover (the room provision costs and/or confirmed number of persons multiplied with the agreed conference package).

c) from 14 days before the event—80% of the lost turnover will be charged.

d) cancellation on the day of the event or no-show—100% of the lost turnover will be charged

e) reduction of the number of persons: the stated minimum number of persons is necessary to cover the costs of the provision of rooms within a conference package. If it is not reached, we charge €15.00 per missing person per day or provide a smaller conference room (upon availability). The exact number of participants must be communicated to the hotel until 5 days before the beginning of the event. Otherwise the originally booked number of participants will be passed to account. Reductions of the number of event participants communicated after the above-mentioned date cannot be considered.

If more than the reduction which is granted for free is cancelled, changed or reduced within the cancellation period, the additional amount is charged as follows:

Rooms, breakfast, conference rooms & technical equipment: 90% of the net price stipulated by contract are passed to account.

Other meals, beverages & conference packages: 70% of the net price stipulated by contract are passed to account. External services that were already confirmed with external third-party providers at the time of the cancellation: 100% of the gross price stipulated by contract are passed to account.

6. Liability

6.1 The guest or the organiser shall be liable to the hotel for damages caused by him/her or their guests.

6.2 The hotel shall not be liable to the guest or contractual partner if the service cannot be provided due to a strike or as a consequence of force majeure. In these cases, the hotel will do its best to provide a comparable service of the same value.

6.3 In accordance with the regulations of the civil code of Germany (BGB), the hotel is liable to the guest (for up to the 100th of the room rate, 3,500€ max.). For money and valuables in accordance with §702 of the civil code of Germany (BGB), the hotel is only liable to the guests for an amount of up to 800€, unless the damage is due to the fault of the hotel or its staff or the valuables or money were given to the hotel for safekeeping against the issuing of a receipt.

6.4 If the guest arrives by car, and if the car is parked on a parking space provided by the hotel, the liability of the hotel is limited by the liability insurance concluded for this purpose. If an electric vehicle charging station is provided, the hotel is not liable for any damages to the vehicle or the user—the use of the charging station is the sole responsibility of the user.

6.5 If a contractual partner books an event at our hotel and brings his own objects, it falls to the contractual partner to insure these objects against theft or damage or destruction. The hotel assumes no liability.

7. Terms of termination

7.1 If the guest uses the provided facilities for other purposes than agreed, the hotel shall be entitled to an extraordinary right of termination.

7.2 If the hotel has reasonable grounds to consider that a contract may impair the smooth running of the business operations, put the safety or reputation of the hotel or its guests at risk, or in case of force majeure or internal disturbances, the hotel is also entitled to terminate the contract without notice.

7.3 The same applies if an organiser publishes invitations to job interviews or sales events in a daily newspaper without prior approval by the hotel. In these cases, the hotel is also entitled to the agreed remuneration in case of a termination of the contract.

8. Miscellaneous

8.1 Pets are only allowed upon prior approval by the hotel and against surcharge. Pets are not allowed in public areas, such as the restaurant, bar, etc.

8.2 Wake-up calls, information, post and shipment of goods are non-binding services. The guest cannot derive any claims from this.

8.3 Lost (forgotten) items will be sent back to the owner upon request and against reimbursement of costs. The safekeeping period is 6 months.

8.4 In case of non-paid transport services for guests provided by the hotel, the liability is limited by the motor vehicle insurance for personal and property damage.

8.5 It is not permitted to bring food and beverages to events at our hotel. A decoration of the event facilities requires a separate agreement (table decorations excluded).

9. General provisions

9.1 We reserve our right to mistakes as well as typing and calculating errors.

9.2 Unwritten agreements are only valid upon written confirmation of the hotel.

9.3 The place of jurisdiction for any claims arising from this contract and its fulfilment shall be the domicile of the hotel.

9.4 Should individual provisions of this contract prove invalid, this shall not affect the validity of the remaining provisions. The provision which is invalid shall be replaced/completed with a valid provision which most closely reflects its commercial intention and purpose.