



GENERAL TERMS AND CONDITIONS (T&C)

As of 08/2022

I. Scope

1. These Terms and Conditions apply to contracts for the rental use of hotel rooms for lodging purposes and for all other goods and services rendered by the Hotel to the Customer.
2. The prior written consent of the Hotel is required if the rooms provided are to be sublet or rented to other parties or used for purposes other than lodging, whereby § 540, Para. 1, Sentence 2 BGB [German Civil Code] shall be waived, provided that the Customer is not a consumer.
3. The Customer's terms and conditions shall apply only if this was agreed expressly in writing in advance.

II. Execution of the Contract, contracting parties, statute of limitations

1. The Contract shall come into force upon the Hotel's acceptance of the Customer's application. The Hotel is at liberty to confirm the room reservation in writing.
2. The Contracting Parties are the Hotel and the Customer. This shall also apply to a contract, which has been brought about by an intermediary. If a third party has placed the order on behalf of the Customer, then that party and the Customer shall be jointly liable to the Hotel for all obligations arising from the Hotel Accommodation Contract, insofar as the Hotel has received a corresponding statement from the third party. Irrespective of this, the third party shall be obligated to transmit to the Customer all information that is relevant to the booking, particularly these Terms and Conditions.
3. All claims against the Hotel shall be barred one year after the commencement of the knowledge-dependent regular statutory period of limitation of § 199 Para. 1 BGB. Damage claims against the Hotel shall become statute-barred after five years, regardless of knowledge, provided that they do not arise from an injury to life, body, health or liberty. Reductions to the statutory limitations period do not apply to claims that arise from the Hotel's intentional or grossly negligent breach of duty. Otherwise, the statutory regulations shall continue to apply.

III. Services, prices, payment, setoff

1. The Hotel is obligated to keep the rooms that are reserved by the Customer available and to render the agreed services.
2. The Customer is obligated to pay the applicable or agreed hotel prices for rooms that are provided and for other services that are used. This shall also apply to the Hotel's services and expenses to third parties caused by the Customer.
3. The agreed prices include respective statutory value-added tax. If the time period between execution and performance of the Contract exceeds four months, and if the price generally charged by the Hotel for such services increases, the Hotel may raise the contractually agreed price to a reasonable extent, but not by more than ten per cent.
4. The Hotel may also change the prices if the Customer wishes to make subsequent changes to the number of reserved rooms, the services from the Hotel, or the length of guests' stay, and the Hotel consents to such changes.
5. The invoicing currency shall be euros. For foreign currency, differences in exchange rate and bank fees will be borne by the paying party. Prepayments in foreign currency shall be deducted from the total bill in the amount on the value date.
6. Invoices are payable upon receipt, without deduction. The Customer shall be in default at the latest if payment is not rendered within 14 days of the invoice date; decisive shall be the day that the invoice amount is credited to the Hotel's account.
The Hotel is entitled to accelerate accrued receivables at any time and to demand immediate payment. The Hotel is entitled, in cases of delayed payment, to demand the valid legal default interest at the current rate of 8%, or in the case of legal transactions involving a consumer, at a rate of 5% above the basic interest rate. The Hotel reserves the right to provide evidence of a higher amount of damages. The Hotel can charge a fee of € 2.50 for every reminder sent after default occurs.
7. Complaints regarding billing shall be communicated to the Hotel immediately after they become known.

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8. Upon execution of the Contract or thereafter, the Hotel is entitled, when applicable, to demand a reasonable advance payment or security deposit, taking the legal provisions for package trips into consideration. The amount of the advance payment and dates of payment may be agreed upon in writing in the Contract.
9. With respect to the claims of the Hotel that are connected with the Hotel Accommodation Contract, a lien shall be created upon all items of any type that are brought in by the Customer.
10. The Customer can only set off or reduce a claim by the Hotel with an undisputed claim or final judgment.
11. Insofar as the Hotel is induced by the Customer to procure technical and other facilities and services from third parties, it acts on the behalf and on the authority of the Customer, with charges accruing to the account of the Customer. The Customer is liable for the careful handling and proper return of these items. The Customer exempts the Hotel from all third party claims which may arise from the provision of these facilities.
12. The room price includes the cleaning and disposal costs in the amount customary for use. The hotel reserves the right to charge for the additional costs incurred in the event of excessive, unusual or unhygienic soiling and above-average accumulation of waste. The costs are determined as follows.
 - a) Included are the daily amounts of waste up to a maximum of 12 liters per day and room, which corresponds to one wastepaper basket per day. Additional garbage amounts will be charged per garbage bag. Additional garbage bag 12 liters for 5 EUR gross, 60 liter garbage bag for 20 EUR gross.
 - b) The cleaning of common dirt is included in the room price. Cleaning expenses incurred beyond this will be charged as follows (flat rate).
 - Cleaning of upholstered furniture (armchairs and sofas) at EUR 100.00 gross per piece of furniture.
 - Carpet cleaning Single room EUR 50.00 gross, double room EUR 75.00 gross, junior suite EUR 80.00 gross.
 - Hygienic cleaning of the bathroom (sink, bathtub, shower) EUR 100.00 gross per piece of furniture.

IV. Withdrawal from Contract by the Customer (i.e. cancellation) / failure to utilize hotel services

1. The Customer may only withdraw from the Contract that has been concluded with the Hotel if the Hotel provides written consent. If said consent is not given, then the price agreed in the Contract shall be paid, even if the Customer does not avail himself of the contractual services. This does not apply to cases when the Hotel does not fulfil its obligation to consider the rights, legal assets and interests of the Customer, if adherence to the Contract is thereby no longer reasonably to be expected or if another statutory or contractual right of withdrawal exists.
2. Insofar as the Hotel and Customer have agreed in writing upon a specific date that the Contract may be canceled without cost, the Customer may withdraw from the Contract up to that date without incurring payment or damage claims by the Hotel. If no express written agreement exists between the Hotel and the Customer, the Customer can cancel up to 6:00 pm on the day prior to arrival without incurring any cost. The Customer's right to cancel shall end if he does not exercise his right by notifying the Hotel, in writing, before the agreed date or before the day prior to arrival, insofar as a case of Customer cancellation does not arise within the meaning of Section IV No. 1 Sentence 3.
3. If rooms are not occupied by the Customer, the Hotel shall apply credit for the revenue from renting the rooms to other parties and also for avoided costs.
4. The Hotel is entitled to demand the contractually agreed compensation and to make a flat-rate deduction for avoided costs. In this case, the Customer is obligated to pay at least 90% of the contractually agreed rate for lodging with or without breakfast, 70% for room and half-board, and 60% for room and full-board arrangements. The Customer is entitled to prove that the requirement specified above did not arise or that it did not arise to the extent claimed.

V. Cancellation by the Hotel

1. If it was agreed upon in writing that the Customer may cancel the Contract within a certain time period, the Hotel, for its part, is entitled to cancel the Contract within this period if other customers inquire about the contractually reserved premises and, upon further inquiry from the Hotel, the Customer does not waive his right of cancellation.
2. If an agreed advance payment or an advance payment demanded pursuant to Section III, No. 8 is not rendered even after a reasonable grace period set by the Hotel has expired, then the Hotel shall also be entitled to cancel the Contract.
3. The Hotel is also entitled to extraordinary cancellation of the Contract for an objectively justifiable cause, e.g. if
 - an act of God or other circumstances not attributable to the Hotel substantially impede or make fulfilment of the Contract impossible;
 - rooms are reserved with misleading or false information regarding material facts, i.e., the ¹¹ identity of the Customer or the purpose of the reservation

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- the Hotel has justified cause to believe that the use of the Hotel's services might jeopardize the smooth running of the Hotel, or its security or public reputation, without being attributable to the Hotel's sphere of control or organization;

- a breach of Section I No. 2 occurs.

4. Justified cancellation by the Hotel does not entitle the Customer to a damage claim.

VI. Provision, handover and return of rooms

1. The Customer shall have no claim to provision of a specific room.
2. Reserved rooms shall be available to the Customer from 2pm on the agreed arrival date. The Customer has no right to provision of the room prior to this time.
3. On the agreed departure date, rooms must be vacated and made available to the Hotel by no later than 12pm. After this time, the Hotel can charge for late vacation of the room in excess of the Contract in the amount of 50% of the full list price up to 6pm and 100% after 6 pm. This shall not justify any claims by the Customer under the Contract. If the Customer vacates prior to the departure date, and first informs the Hotel of this intention during his stay, the Hotel reserves the right to charge at least 90% of the contractually agreed price for lodging with or without breakfast, 70% for room and half-board or and 60% for room and full-board arrangements until the original departure date. A reduction in the number of guests in a room during the Customer's stay shall have no effect on the confirmed room price. The Customer shall be entitled to provide evidence that the Hotel has no or only a considerably lower claim to usage fees.

VII. Hotel's liability

1. The liability of the Hotel shall, insofar as there has been no material breach of Contract typical of its performance, be limited to damages caused through the wilful intent or gross negligence of the Hotels, its legal representatives or vicarious agents; this shall not apply in the case of liability for damages arising from injury to life, limb or health. Should faults or defects occur in the Hotels' services, the Hotel shall endeavor to take remedial action as soon as it becomes aware or is informed by the Customer of said fault or defect. The Customer undertakes to make all reasonable efforts to remedy the fault and to limit damages as far as possible.
2. For objects brought into the Hotel, the Hotel shall only be liable to the Customer in accordance with statutory regulations, in other words up to one hundred times the room price, up to a maximum of €3,500. Valuable objects such as money, bonds or valuables up to a maximum value of €2000 can be stored in the Hotel safe or the room safe. Items up to a maximum value of €20,000 can be stored in the office safe. The Hotel recommends making use of this option. Claims for liability shall expire if the Customer fails to immediately report to the Hotel any loss, destruction or damage as soon as it is discovered (§ 703 BGB [German Civil Code]).
3. Any items left behind by the Customer shall only be forwarded by written request, at the risk and cost of the Customer. The Hotel shall keep these items for a maximum of 12 months; any storage costs must be borne by the Customer.
4. If the Customer is allocated a parking space in the Hotel's garage or in the Hotel's car park, including paid parking, this shall not establish any sort of custody agreement. The Hotel has no duty to monitor these areas in any way. The Hotel shall accept no liability for the loss of or damage to vehicles parked or moved on to the Hotel's premises, nor for their contents, insofar as the Hotel, its legal representatives or vicarious agents have not acted with wilful intent or gross negligence.
5. Wake-up calls shall be carried out by the Hotel with the utmost care. Messages, post and packages for guests shall be handled carefully. The Hotel shall carry out the delivery, storage and, if required, and forwarding of the same for a fee. Claims for damages cannot be made, except in cases of gross negligence or willful intent.
6. Use of the online access (WLAN) provided by Hotel Schlicker is at the Customer's own risk (see IX.).

VIII. Liability of the Customer

The Customer shall be liable for damages to buildings and/or fixtures caused by himself, his family members or guests, his employees or other third parties within the Customer's sphere in accordance with statutory regulations. It is the responsibility of the Customer to obtain adequate insurance for these types of liability. The Hotel is entitled to request the presentation of proof of said insurance.



IX. Internet access via WLAN in Hotel Schlicker

1. Internet access

- 1.1. Hotel Schlicker shall provide the Customer with Internet access via WLAN in selected locations indicated as hotspots to the extent permitted by its technical and operating capabilities. Hotel Schlicker makes no guarantee as to the transmission speed available and/or continuous transmission, as these particularly also depend on the network utilization of the Internet backbone, on the transmission speed of the selected website and on the number of users at the respective hotspot.
- 1.2. Customers can only log in using the access data provided by Hotel Schlicker.

2. Data protection

- 2.1. The hotspot does not have any firewall and no virus protection. The Customer expressly acknowledges that use of the Internet and the transmission of data, particularly via the WLAN (hotspot) connection involve increased dangers and security risks. To safeguard data traffic, the Customer is recommended to use suitable software. Hotel Schlicker accepts no liability for unauthorized access to information and data transmitted via the WLAN connection (hotspot).
- 2.2. Data traffic between the Customer's end device and the hotspot are transmitted with WEP encryption. However, it cannot be ruled out that other persons may gain access to any data that is transmitted. The Customer is therefore responsible for encrypting his own data.

3. Exemption from liability

- 3.1. Hotel Schlicker accepts no liability for damages caused through use of the WLAN hotspot, including to the Customer's end device. The Customer is responsible for using adequate virus protection, data backups, etc.
- 3.2. Suitability of the end device used by the Customer for the WLAN connection can only be verified by the Customer himself.

4. Customer's obligations

- 4.1. The Customer is not permitted to pass on the personal hotspot access data or allow use of the personal hotspot access data by third parties. Said data must be stored and protected from third-party access. Furthermore, the Customer must bear any costs arising from unauthorized use of the hotspot by third parties, if and insofar as the Customer is responsible for said use.
- 4.2. Misuse of the WLAN hotspot is strictly prohibited, in particular
 - the distribution of illegal and/or immoral content,
 - use of the network access to commit illegal or other actions punishable by law,
 - the attempt to infiltrate an external data network,
 - the unsolicited sending of messages (spam),
 - the use of equipment or execution of applications that result or may result in faults/changes to the physical or logical structure of the WLAN hotspot,

Hotel Schlicker shall be entitled to immediately suspend the WLAN connection if a violation of these provisions occurs. Furthermore, the Customer shall be liable for damages to Hotel Schlicker in such cases.

- 4.3. If a third party asserts claims against Hotel Schlicker due to actions that the Customer has carried out and/or caused during use of the hotspot, the Customer shall be bound to indemnify and hold Hotel Schlicker harmless with regard to all third-party claims.
- 4.4. The Customer accepts liability for ensuring that any end devices he uses and the software installed on these is free of viruses and other malicious programs. The Customer must compensate Hotel Schlicker in full for any damages caused directly or indirectly to Hotel Schlicker as a result of this.

5. Responsibility for website content

The Customer is solely responsible for all website content accessed or provided via the WLAN hotspot. The content shall not be checked by Hotel Schlicker. In particular, it shall not check whether the content contains any malicious software (e.g. viruses, etc.).

6. Term of contract

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The contract between the Customer and Hotel Schlicker shall end after the specified access period or once the allotted data volume has been used up, however at the latest on checking out of the hotel.

X. Use of hotel bicycles

1. Residents only (hereinafter referred as tenant) are entitled to contractual use. A disclosure to third parties is not permitted.
2. Location of the bicycle is the hotel parking area. The bicycle is to bring back at the end of utilization of a day and to lock at the parking area of the hotel.
3. The tenant is obliged to return the bicycle at the agreed time. There are no rental fees, as the use of the bicycles is free of charge.
4. The bicycles are in accordance with the Road Traffic Licensing Regulations (StVZO) and are equipped with a wicker basket and a lock. The tenant must check the proper condition of the bicycle by a test drive. When taking over the bicycle, the tenant acknowledges the technical condition of the bicycle. Any complaints must be reported immediately and before first ride.
5. The tenant is liable for any damage beyond normal wear and tear. With the handover of the bicycle, including keys the property, liability and operational risk is transferred to the tenant. At the end of the rental period, the bicycle is to be delivered back in perfect condition.
6. Damages by bike and/or at the bike must be reported immediately. In case of losing the bike or when the bike is stolen, a refund in the amount of 400.00 EUR for the bicycle and/or 50.00 EUR for the lock must be paid to the hotel. The tenant is liable for damages to the bicycle up to a value of the bicycle in the amount of 400,00 EUR (replacement value).
7. In case of a breakdown, the bicycle must be locked at a safe place and the hotel must be informed.

XI. Consumer waste disposal

In case of disputes with the Hotel Schlicker "Zum Goldenen Löwen", the Dispute Settlement Office: Allgemeine Verbraucherschlichtensstelle des Zentrum für Schlichtung e.V., Straßburgerstraße 8, 77694 Kehl am Rhein, E-Mail: mail@verbraucher-schlichter.de. However, in principle, the Hotel Schlicker "Zum Goldenen Löwen" is not willing and obliged to participate in dispute settlement proceedings before a consumer sealing office.

XII. Final provisions

1. Amendments or additions to the Contract, the application acceptance or these Terms and Conditions for Hotel admission must be made in writing. Unilateral amendments or additions by the Customer shall not be valid.
2. The place of performance and payment is the registered office of the Hotel.
3. In commercial dealings the exclusive place of jurisdiction, including disputes concerning checks and bills of exchange, shall be the registered office of the Hotel. If a contracting party meets the requirements of § 38 Para. 2 ZPO [German Code of Civil Procedure] and has no general place of jurisdiction domestically, the place of jurisdiction shall be the registered office of the Hotel.
4. German law shall apply. Application of the UN Sales Convention and conflict of laws provisions shall be excluded.
5. If any of the provisions of these Terms and Conditions for Hotel admission is or becomes void or invalid, this shall not affect the validity of the remaining provisions. In all other respects statutory provisions shall apply.

----- END OF T&C -----