

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 to separate bookings of the services of our Spa - Temple including any individual services (treatments, day bookings even without accommodation services).
2. the subletting and re-letting of the rooms provided as well as 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 upon acceptance of the customer's application by the hotel. The hotel is at liberty to confirm the room booking in writing.
2. the contractual partners are the hotel and the customer. If a third party has ordered 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 6 months, except for claims arising from intentional or grossly negligent acts.
5. this limitation of liability and short limitation period shall also apply in favor 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 used by him. 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 of the contract and fulfillment of the contract exceeds 4 months and the price generally charged by the hotel for such services increases, the hotel may increase 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 a due date are payable without deduction within 10 working days of receipt of the invoice. The hotel is entitled to declare accrued receivables due at any time and to demand immediate payment. 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.
6. the hotel requires an advance payment as security amounting to 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.
7. 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. a withdrawal by the customer from the contract concluded with the hotel must always be 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 make use of contractual services. This shall not apply in the event of a delay in performance by the hotel or an impossibility of performance for which it is responsible.
2. if a date for withdrawal from the contract has been agreed in writing between the hotel and the customer, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal shall expire if he does not exercise his right of withdrawal 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 it is responsible.
3. the customer is then obliged to pay the following flat-rate withdrawal fees/cancellation conditions:
 - up to the 29th day before departure free of charge
 - from the 28th day before departure 25% of the agreed travel price
 - from the 14th day before departure 50% of the agreed travel price
 - from the 7th day before departure 100% of the agreed travel price
 - In the event of non-arrival 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 will have received with your booking confirmation.

The cancellation conditions are independent of whether the canceled rooms including additional services have been fully or partially rebooked.

If a deposit has already been paid, this will be refunded in the form of a voucher after the cancellation conditions have been taken into account. We do not offer a refund.

Up to the 7th day before departure, we will grant you a one-time rebooking of the booked stay within the next 3 months. This will incur a service charge of EUR 13.00, which will be debited to your room account. It is no longer possible to cancel a rebooked stay free of charge. From the day of the rebooking until arrival, the above-mentioned and staggered cancellation conditions apply again.

The cancellation conditions also apply to bookings already made from 01.05.2024 and do not require a separate new confirmation.

V. Cancellation by the hotel

1. if a right of withdrawal of 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 inquiries from other customers for the contractually booked rooms and the customer does not waive his right of withdrawal upon inquiry 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 threat of refusal, the hotel is also entitled to withdraw from the contract.
3. furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example in the event of
 - a) force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract
 - 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 jeopardize the smooth operation, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organization;
 - d) there is a breach of the above-mentioned area of application in paragraph 2
4. the hotel must inform the customer of the exercise of the right of withdrawal without delay.

5. in the event of justified withdrawal by the hotel, the customer shall have no claim 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 3 p.m. 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. Thereafter, the hotel may demand 50% of the full accommodation price (list price) from the customer for the additional use of the room until 6 p.m. without proof of damage, and 100% from 6 p.m. onwards. 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. However, this liability is limited to typical service defects, damages, consequential damages or disruptions caused by intent or gross negligence on the part of the hotel. Should disruptions or defects occur in the hotel's services, the hotel shall endeavor 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 minimize 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 loss of valuables stored in the hotel safe up to a maximum of EUR 800.00 compensation.
3. the statutory provisions shall apply to the hotel's unlimited liability.
4. if the customer is provided with a parking space in a hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. The hotel shall not be liable for loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents, except in cases of intent or gross negligence. This also applies to vicarious agents of the hotel.
5. wake-up calls are carried out carefully by the hotel. Claims for damages, except for gross negligence or intent, are excluded.
6. 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.
7. lost property will only be forwarded on request and for a fee. They will be kept at the hotel for 6 months. After this period, items of obvious value will be handed over to the local lost and found office, otherwise they will be destroyed or disposed of.

VIII. Non-smoking in hotel rooms

1. all our hotel rooms (with the exception of the Genuss-Suite) are non-smoking rooms. It is therefore expressly forbidden to smoke in the corridors of the hotel as well as in the hotel rooms together with the adjoining bathrooms, showers and toilets etc.. In the event of non-compliance by the guest making the booking or one of their accompanying persons, we have the right to demand from the guest making the booking a lump-sum compensation for the cleaning costs to be incurred separately, including any loss of revenue from not being able to rent out the room, in the amount of the pure accommodation share of the booked room/suite. This lump-sum compensation amount shall be set higher or lower if the hotel proves higher damages (e.g. the full accommodation price in the event of double occupancy in the booked category) or the guest proves lower damages. The guest is therefore expressly permitted to prove that no damage was incurred at all or that the damage was significantly lower than the flat rate.

IX. Dogs in hotel rooms

1. dogs only on request. Costs - see homepage - per dog/day and room. 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. We reserve the right to charge for any final cleaning that may be required.

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 performance and payment is the registered office of the hotel.
3. the exclusive place of jurisdiction - also for check and bill of exchange disputes - is the registered office of the hotel in commercial transactions. If a contractual partner fulfills 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.
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.