



General Terms and Conditions (GTC)
Hotel Edel Weiss GmbH Hotel Accommodation Contract

I. Scope

1. these terms and conditions apply to contracts for the rental of rooms for lodging purposes and the provision of function rooms for the organization of seminars, congresses, banquets, etc. as well as all other services and deliveries rendered for the services and deliveries of Hotel Edel Weiss GmbH, hereinafter referred to as Hotel, (hotel accommodation contract).

Hotel Edel Weiss GmbH
Bahnhofsplatz 8
28195 Bremen
Owner: Klaus Prinke-Vesecky
Managing Director: Heinz Vesecky

2) The subletting or reletting of the rooms or event rooms provided as well as the use of the rooms for other use of the rooms for purposes other than accommodation requires the prior written consent of the consent of the hotel.
The customer's terms and conditions shall apply only if previously agreed in writing.
has been agreed.

II. Conclusion of Contract, Partner, Liability; Statute of Limitations

1. the contract is concluded by the acceptance of the customer's application by the hotel. The Hotel is free to confirm the room booking in writing. 2.
2. the contracting parties 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 debtors for all obligations arising from the hotel the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.
3. All claims against the hotel are generally subject to a limitation period of one year from the beginning of the regular limitation period.
knowledge-dependent regular limitation period of § 199 para. 1 BGB. Claims for damages shall become statute-barred after five years, irrespective of knowledge. The shortening of the statute of limitations does not apply to claims that are based on an intentional or grossly negligent breach of duty by the hotel.
4. This limitation of liability and short period of limitation shall also apply in favor of the hotel in case 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 ready and to provide the agreed services.
to provide the agreed services.
2. the customer is obligated to pay the prices of the hotel applicable or agreed upon for the room the hotel's prices applicable or agreed for the provision of the room and the other services used by the customer. This also applies
This also applies to services and expenses of the hotel to third parties arranged by the customer.
3. The agreed prices include the respective statutory value-added tax. If the rate increases on the date of performance of the service, the agreed prices shall change accordingly.
prices accordingly. The hotel is entitled to charge the value-added tax subsequently. If the period between the conclusion of the contract and the performance of the contract exceeds 4 months and the
the price generally charged by the hotel for such services, the hotel may increase the contractually agreed price appropriately, but by no more than 10%.
4. the prices can be further changed by the hotel, if the customer subsequently changes the number of rooms booked, the hotel's services or the length of the guests' stay, and the hotel agrees

and the hotel agrees to this.

5. invoices of the hotel without due date are to be paid within 7 days from receipt of the invoice without deduction payable. The hotel is entitled to call in accrued claims at any time and to demand immediate payment.

demand immediate payment. In the event of default in payment, the hotel shall be entitled to charge interest in the amount of

currently 8% or, in the case of legal transactions involving a consumer, 5% above the basic

base interest rate of the European Central Bank. The customer has the right to prove a

The customer reserves the right to prove a lower, the hotel that of a higher damage. For each reminder after default, the customer shall reimburse reminder costs in the amount of Euro 5. All further costs, incurred in the course of collection shall be borne by the customer. 6.

6. the hotel is entitled, at the conclusion of the contract or thereafter, taking into account the legal provisions for package tours to demand a reasonable advance payment or security deposit.

demand. The amount of the advance payment and the payment dates can be agreed in writing in the contract. agreed in writing in the contract.

Furthermore, the hotel is entitled to demand a reasonable advance payment or security from the customer at the beginning and during the stay.

reasonable advance payment or security deposit in the sense of No. 6 above for existing and future and future claims arising from the hotel accommodation contract, insofar as such payment or security has already been made in accordance with the above No. 6.

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

IV. Withdrawal of the Customer (Cancellation, Cancellation)

1. withdrawal of the customer from the contract concluded with the hotel requires the written consent of the hotel consent of the hotel. If this does not take place, the agreed price from the contract is also to be paid even if the customer does not use contractual services (compensation).

2. This does not apply in cases of delay in performance of the hotel or an impossibility of the impossibility of performance for which the hotel is responsible. If a date for withdrawal from the contract has been agreed in writing between the hotel and the customer, the customer can agreed in writing between the hotel and the customer, the customer may withdraw from the contract up to that date without compensation claims of the hotel. The customer's right to withdraw from the contract shall expire if the customer does not exercise his right to withdraw in writing to the hotel by the agreed date, unless there is a case of default in performance by the hotel or an impossibility of performance for which the hotel is responsible. impossibility of performance for which the hotel is responsible.

3. in the case of rooms not used by the customer, the hotel shall be liable for the income from the hotel shall offset the income from renting the rooms to other parties and the expenses saved.

4. the hotel shall be at liberty to set a flat rate for the damages incurred by it and to be lump sum. The customer is then obliged to pay 90% of the contractually agreed price for overnight stay with or without breakfast, 70% for half-board and 60% for full-board arrangements. The customer is free to prove that no damage was incurred or that the the damage incurred by the hotel is lower than the requested lump sum.

V. Withdrawal of the hotel

1. if a right of withdrawal of the customer within a certain period has been agreed in writing period of time, the hotel is entitled to withdraw from the contract within this period of time, if inquiries from other customers for the contractually booked rooms and the customer does not waive his right to customer does not waive his right of withdrawal upon inquiry by the hotel. This applies accordingly granting of an option.

2. if an agreed advance payment is not made even after the expiry of a reasonable period of deadline set by the hotel with a warning of rejection, the hotel shall also be entitled to withdraw from the also entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for an objectively justified reason for example in the event of force majeure or other circumstances for which the hotel is not responsible. circumstances for which the hotel is not responsible; hotel services booked under misleading or false misleading or false statement of material facts, e.g. in the person of the customer or the purpose the hotel has justified reason to believe that the use of the hotel service will hinder the smooth the smooth operation of the business, the safety or the reputation of the hotel in the public without

public, without this being attributable to the hotel's sphere of control or organization; a violation of the hotel; a violation of the above scope paragraph 2 exists.

4. The hotel shall inform the customer immediately of the exercise of the right of withdrawal. of the exercise of the right of withdrawal.

5. the hotel may prohibit or cancel unauthorized job interviews, sales and similar events. prevent or cancel them. 6.

6. in case of justified withdrawal of the hotel or prevention of an unapproved event according to No. 5 above, the customer shall have no claim for damages.

VI. Room provision, handover and return

1. The customer does not acquire any right to the provision of certain rooms or event rooms. event rooms.

2. booked rooms are available to the customer from 3.00 p.m. on the agreed day of arrival. The customer has no right to earlier provision. Unless a later arrival time is expressly time of arrival has been expressly agreed or the room has been prepaid, the hotel shall have the right to booked rooms after 6:00 p.m., without the customer being able to derive any claim against the claim against the hotel. Claims of the hotel from clause IV remain unaffected by this regulation. unaffected by this provision.

3. on the agreed departure day, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. at the latest by 11:00 a.m. on the agreed departure date. After this time, the hotel may charge for additional use of the room 50% of the full accommodation price (list price) for the additional use of the room until 6:00 p.m. (list price) for the additional use of the room until 6:00 p.m., and 100% from 6:00 p.m. onwards. Contractual claims of the customer are contractual claims of the customer are not justified by this. The customer is at liberty to prove to the hotel that the hotel has suffered no or a significantly lower damage has been incurred.

VII. Liability of the hotel

1. the hotel is liable with due diligence, for its obligations under the hotel accommodation contract. Claims of the customer for damages are excluded. Excluded from this are damages arising from injury to life, body or health, if the hotel is responsible for the breach of duty, as well as other damages based on an intentional or grossly negligent breach of duty by the negligent breach of duty on the part of the hotel and damages caused by an intentional or grossly negligent breach of typical

negligent breach of typical contractual obligations of the hotel. A breach of duty of the hotel is equal to that of a representative or vicarious agent. Should disturbances or deficiencies the hotel's services, the hotel will endeavor to remedy the situation if it becomes aware of the problem or if the customer customer, the hotel will endeavor to remedy the situation.

2. insofar as the customer is provided with a parking space in the hotel garage or in a hotel parking lot, also for parking space is made available to the customer, even for a fee, this does not constitute a custody agreement. In case of

or damage to motor vehicles parked or maneuvered on the hotel's property and their parked or maneuvered on the hotel's property, the hotel shall not be liable, except in cases of intent or gross negligence. This also applies to vicarious agents of the hotel. 3.

3. wake-up orders are executed by the hotel with the utmost care. A liability is not assumed. Messages, mail and merchandise shipments will be handled with care. The hotel will take care of delivery, storage and - if requested - forwarding of the same against for a fee. No. 1 sentences 2 to 4 above shall apply accordingly. 4.

4. items left behind will only be forwarded at the customer's request, risk and expense. The hotel shall keep the items for three months, after which they shall be handed over to the local lost and found office, provided there is a recognizable value.

value, they will be handed over to the local lost and found office. If there is no identifiable value, the hotel reserves the right to

Hotel reserves the right to destroy the items after the expiry of this period.

VIII Final Provisions

1. changes or additions to the contract, the acceptance of the application or these Terms and Conditions for Hotel Accommodation shall be made in writing. Unilateral changes or

additions by the customer are invalid. 2.

2. place of performance and payment is the registered office of the hotel.

3. the exclusive place of jurisdiction - also for disputes concerning checks and bills of exchange - is the registered office of the

commercial transactions is the registered office of the company. If a contractual partner fulfills the prerequisite of § 38 paragraph 1 ZPO (German Code of Civil Procedure) and does not have a general place of jurisdiction in Germany, the place of

place of jurisdiction shall be Bremen.

4 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the excluded. 5.

5. should individual provisions of these general terms and conditions for the hotel accommodation invalid or void, the validity of the remaining provisions shall not be affected.

provisions shall not be affected. In all other respects, the statutory provisions shall apply.

Status 18.09.2023

