

General Terms and Conditions

of MASEVEN Dornach Betriebsgesellschaft mbH and MASEVEN Schatzbogen Betriebsgesellschaft mbH

Translation for information purposes only. In the event of any discrepancy between the German and the English version, the German version shall prevail.

I. Scope

1. The following General Terms and Conditions apply to all contracts with MA Dornach Betriebsgesellschaft (hereinafter “Hotel”) for the rental of hotel rooms and apartments and all further services provided in connection with the accommodation services.
2. If the contracting party is a business (Unternehmer), these General Terms and Conditions apply exclusively. The customer’s general terms and conditions apply only insofar as MA Dornach Betriebsgesellschaft mbH has expressly agreed to them in writing.

II. Conclusion of contract; contracting parties

1. In the case of a room booking, the booking request of the contracting party (hereinafter also “Customer”) constitutes an offer to conclude a contract. The contract is concluded when the Hotel accepts this offer. The Hotel is free to confirm the room booking in writing.
2. The contracting parties are the Hotel and the Customer who uses the Hotel’s services personally or through third parties. If a third party has made the booking on behalf of the Customer, that third party is jointly and severally liable to the Hotel, together with the Customer, for all obligations arising from the accommodation contract.

III. Services, prices, payment, set-off

1. The agreed prices include the applicable statutory value added tax.
2. If the contracting party is a business, the following applies: if the period between conclusion and performance of the contract exceeds four months and the price generally charged by the Hotel for such services increases, the Hotel may raise the contractually agreed price appropriately, but by no more than 20%.

3. The Hotel's invoices are payable immediately without deduction. The Hotel is entitled to declare accrued claims due at any time. In the event of default in payment, the Hotel is entitled to charge statutory interest and to terminate the contract, provided it has previously sent the Customer a reminder setting a deadline and has threatened to discontinue future services in the event of non-payment.
4. The Hotel reserves the right to claim further damages for default.
5. The Hotel is entitled to demand a reasonable advance payment or security deposit when the contract is concluded or thereafter. The amount of the advance payment and the payment dates may be agreed in writing in the contract.
6. The Customer may only set off or reduce a claim of the Hotel against an undisputed or legally established claim.

IV. Withdrawal by the customer / cancellation

1. If the Customer has neither a contractual nor a statutory right of withdrawal, the Hotel retains its claim to the agreed remuneration even if the service is not used. The Hotel will credit income from other rentals and saved expenses against its claim against the Customer. The Hotel is entitled to apply a flat rate for the deduction of saved expenses.
2. For bookings of up to a maximum of 3 apartments for the same period by one Customer, the following applies: the Customer may cancel the booking free of charge until 6:00 p.m. on the day before the agreed arrival date. In the event of cancellation after this deadline, the Customer shall pay 100% of the price agreed for the booked length of stay, but for a maximum of 3 nights.
3. In the event of a Customer's early departure, the remaining booking period will continue to be charged for up to a maximum of 7 days.
4. In all cases, the Customer is free to prove that the damage claimed by the Hotel has not been incurred or has not been incurred in the amount claimed. The Hotel is likewise free to prove that a higher damage has been incurred.

V. Withdrawal by the hotel

1. If it has been agreed in writing that the Customer may withdraw from the contract within a certain period, the Hotel is in turn entitled to withdraw from the contract during this period if there are enquiries from other customers for the contractually booked rooms and the Customer, upon enquiry by the Hotel, does not waive its right of withdrawal.
2. If an agreed advance payment is not made on time, the Hotel is likewise entitled to withdraw from the contract.

3. Furthermore, the Hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example if:
 - force majeure or other circumstances for which the Hotel is not responsible make it impossible to fulfil the contract;
 - rooms are booked with misleading or false information about essential facts, e.g. regarding the identity of the Customer or the purpose;
 - the Hotel has reasonable grounds to assume that the use of the Hotel's services may jeopardise the smooth running of its business, without this being attributable to the Hotel's sphere of control or organisation;
 - there is a breach of Section VI paragraph 2 of these General Terms and Conditions.
4. In the event of justified withdrawal by the Hotel, the Customer has no claim to compensation. The statutory provisions apply to the Hotel's claims for damages.

VI. Provision, handover and return of rooms / transfer to third parties

1. The Customer has no claim to the provision of a specific room.
2. Subletting or re-letting, as well as use for purposes other than those agreed, require prior written consent.
3. Booked rooms are available to the Customer from 3:00 p.m. on the agreed day of arrival. The Customer has no claim to earlier availability.
4. 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 charge 50% of the room rate (list price) for further use of the room until 6:00 p.m., and 100% from 6:00 p.m. Further claims for damages by the Hotel remain unaffected. The Customer is free to prove to the Hotel that the Hotel has incurred no damage or significantly less damage.
5. If the length of stay of an apartment booking is to be extended, a new reservation must be made no later than 14 days before the end of the contract. A tacit extension of the reservation is excluded. Failure by the Customer to vacate on time constitutes unlawful interference with possession (verbotene Eigenmacht). In this respect, the Hotel is entitled to exercise its right of self-help, to take possession of the apartment and, exercising its right of lien, to provisionally store the guest's belongings in a storage room at the guest's expense and risk.

VII. Liability of the hotel / limitation

1. Irrespective of the legal grounds, the Hotel is in principle only liable for financial losses of the Customer in the event of intent or gross negligence. In addition, the Hotel is liable for financial losses in the event of simple negligence if it has culpably breached an essential contractual obligation. In these cases, however, compensation is limited to the foreseeable, typical damage.
2. The Hotel is liable to the Customer for items brought into the hotel in accordance with the statutory provisions. For money, securities and other valuables, liability is limited to a maximum of EUR 800.00. The Customer is advised to keep money and valuables in the hotel safe. The Customer's claims for damages expire unless the Customer notifies the Hotel without undue delay after becoming aware of the loss, destruction or damage (Section 703 of the German Civil Code, BGB). Section VII paragraph 1 applies accordingly to any further liability of the Hotel.
3. If the Customer is provided with a parking space in the hotel garage or in a hotel car park, even for a fee, this does not constitute a custody agreement. The Hotel is not liable for the loss of or damage to motor vehicles parked or manoeuvred on the hotel premises or their contents; Section VII paragraph 1 applies accordingly.
4. Wake-up calls are carried out by the Hotel with the utmost care. Section VII paragraph 1 applies accordingly.
5. Messages, mail and consignments of goods for guests are handled with care. The Hotel undertakes the delivery, storage and – upon request and for a fee – the forwarding of such items. Section VII paragraph 1 applies accordingly.
6. Claims against the Hotel that are subject to the regular, knowledge-dependent limitation period generally become time-barred within one year from the beginning of the regular limitation period. Claims for damages become time-barred after five years, irrespective of knowledge. These reductions of the limitation period do not apply to claims based on an intentional or grossly negligent breach of duty by the Hotel.
7. Objections to telephone bills may only be raised within one month of receipt.

VIII. Final provisions

1. Amendments or additions to the contract must be made in writing. Any waiver of the written form requirement must also be made in writing. Unilateral amendments or additions by the Customer are invalid.
2. The place of performance and payment is the registered office of the Hotel.
3. If the Customer is a business, the following applies: the exclusive place of jurisdiction is the registered office of the Hotel.

4. If a Customer has no general place of jurisdiction in Germany, the registered office of the Hotel is deemed to be the expressly agreed place of jurisdiction.
5. German law applies.
6. Should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Insofar as provisions are invalid, the content of the contract shall be governed by the statutory provisions.