General Terms and Conditions of Living Hotel De Medici GbR

I. Scope of application

1. The following General Terms and Conditions shall apply to all contracts which comply with the characteristics of the law on general terms and conditions (AGB-Gesetz). These General Terms and Conditions are clearly and generally visible on display in the Hotel (particularly in the reception area) and will be separately handed out to the guest or client when entering into an agreement.

2. These Terms and Conditions in particular apply to contracts regarding the rental provision of hotel rooms and apartments for accommodation purposes as well as any other services and deliveries rendered by the hotel to the customer.

3. Subletting or re-letting as well as the use for any purpose other than the agreed one require prior written approval.

4. Terms and Conditions of the customer will only be applicable if this was beforehand agreed in writing.

II. Conclusion of contract; contracting party; liability; statutes of limitation

1. The contract shall be concluded on acceptance of the customer’s application by the Hotel. It is up to the Hotel to confirm the hotel reservation in writing.

2. Contracting parties are the Hotel and the customer. If a third party makes the reservation as agent on behalf of the customer, this third party together with the customer shall be liable towards the Hotel as joint and several debtor for all obligations arising out of the hotel accommodation contract.

3. The Hotel shall be liable for its obligations arising out of the contract. In non-typical service areas, liability shall be restricted to intent and gross negligence on part of the customer. The period of limitation with regard to any claims by the customer shall be one year.

4. This limitation of liability and short period of limitation for infringement of obligations in initiating a contract and in non-typical service areas, liability shall be restricted to intent and gross negligence on part of the customer. The period of limitation for any reference to the Hotel always require written approval by the Hotel.

III. Services, prices, payment, offsetting

1. The agreed prices include the respective legal value-added tax. If the period between conclusion of contract and implementation of contract exceeds 4 months and if the price generally charged by the Hotel for such services has increased, the Hotel will be entitled to increase the price agreed by contract individually, but at most by 15%.

2. Invoices by the Hotel are immediately payable without deduction. In case of delay of payment, the Hotel shall be entitled to charge the statutory interests accumulated accounts receivable. On delay of payment, the Hotel shall be entitled to exercise the right of self-redress, to resume possession in the apartment and to place the items left in the possession in the apartment.

3. The customer commits him/herself to informing the Hotel if the customer believes that the utilization of the service rendered by the Hotel may impair the smooth operation of business while this risk cannot be attributed to the Hostel’s control or organisation.

4. Furthermore, the Hotel shall be entitled to an extraordinary withdrawal from the contract for practically justified reasons, for example:
   - If force majeure or other circumstances for which the Hotel is not responsible make it impossible to fulfill the contract;
   - If rooms are booked under misleading or false information with regard to the services, e.g., regarding the person of the customer or the purpose;
   - If there are reasonable grounds for the Hotel to believe that the utilization of the service rendered by the Hotel violates the privacy of the customer.

5. In case of justified cancellation by the Hotel, the Customer shall be entitled to cancel the event.

6. If due to wrongfully concluded contract, a contract regarding the rental provision of the contractual rooms and apartments for accommodation purposes as well as any other services and deliveries rendered by the hotel to the customer, this third party together with the customer shall be liable towards the Hotel as joint and several debtor for all obligations arising out of the hotel accommodation contract.

IV. Withdrawal of the customer (counter-order, cancellation) / non-utilization of the Hotel’s service

1. If the customer has not used the customer, the Hotel has to set-off the receipts from the renting of the rooms to the customer.

2. If rooms have not been used by the customer, the Hotel shall be entitled to demand an appropriate advance payment or furnishing of security. The amount of the advance payment and dates of payment may be stipulated in the contract by writing.

3. In case of extension of the duration of stay with regard to apartments booked by contract and if the customer on inquiry does not leave the room in due time, this constitutes the fact of illegitimate interference. The Hotel shall therefore be entitled to exercise the right of self-redress, to resume possession in the apartment and to place the items left in the room by the guest temporarily in a storage room at the expense and risk of the guest by exercising a right of lien.

4. If an agreed advance payment is not paid in due time, the Hotel will be entitled to demand an appropriate advance payment or furnishing of security. The amount of the advance payment and dates of payment may be stipulated in the contract by writing.

5. In case of premature departure, the remaining booking will be charged up to max. 7 days.

6. In case of justified cancellation by the Hotel, the Hotel may impair the smooth operation of business while this risk cannot be attributed to the Hostel’s control or organisation.

7. In case of justified cancellation by the Hotel, the Hotel may impair the smooth operation of business while this risk cannot be attributed to the Hostel’s control or organisation.

8. In case of justified cancellation by the Hotel, the Hotel may impair the smooth operation of business while this risk cannot be attributed to the Hostel’s control or organisation.

9. In case of justified cancellation by the Hotel, the Hotel may impair the smooth operation of business while this risk cannot be attributed to the Hostel’s control or organisation.
VII. Liability of the Hotel
1. In the non-typical service area, with exception of the cases mentioned under § 309 section 7, liability shall be restricted to damages, consequential damages or disturbances which are to be put down to intent or gross negligence. The customer shall be obliged to contribute to a reasonable degree to the removal of the disturbance and to minimize any damage.

2. The Hotel will be liable for items brought along by the customer in accordance with the statutory provisions; in case of money, securities and other valuables for no more than Euro 800.00. Money and objects of value may be deposited in the Hotel’s safe. Liability claims become extinct if the customer does not report the loss, destruction or damage to the Hotel immediately after it came to the customer’s knowledge (§ 703 BGB).

3. If the customer is provided with a parking space in the Hotel’s garage or on the Hotel’s car park – whether against payment or not – this does not constitute a custody agreement. If vehicles that have been parked or shunted on the hotel premises or if contents of such vehicles get lost or are damaged, the Hotel will not be liable with the exception of intent or gross negligence. This shall also apply to vicarious agents of the Hotel.

4. Wake-up services are performed by the Hotel with utmost care. Claims for damages shall be excluded with the exception of gross negligence and intent.

5. Messages, post and shipments for the guests are treated with care. The Hotel undertakes to send, deposit and – on request – forward them against payment. Claims for damages shall be excluded with the exception of gross negligence and intent.

6. Objections against telephone invoices may only be raised within one month after receipt.

VIII. Final provisions
1. Modifications of or supplements to this contract or the acceptance of application require to be made in writing. A change of the form requires the written form, as well. Unilateral changes or supplements by the customer shall be ineffective.

2. Place of performance and place of payment is the registered seat of the Hotel.

3. Exclusive place of jurisdiction is the registered seat of the Hotel. As far as the contracting party does not have a place of general jurisdiction within the country, it shall expressly be regarded as agreed that the registered seat of the Hotel is the place of jurisdiction.

4. German law shall apply.

5. Should individual provisions of these General Terms and Conditions be or become ineffective or void, the effectiveness of the remaining provisions shall not be affected by this.