



## General Terms and Conditions of the Hotel Schloss Montabaur for Hotel Accommodation

The Hotel Schloss Montabaur is a business operated by the Akademie Deutscher Genossenschaften e. V. (ADG)  
– Last updated: January 2023

### I. Scope

1. The present Terms and Conditions shall apply to contracts regarding the hire of hotel rooms at the Hotel Schloss Montabaur for accommodation and to all other services that the Hotel Schloss Montabaur provides for the Customer<sup>1</sup> in this context (Hotel Accommodation Agreement). The term "Hotel Accommodation Agreement" shall encompass and replace the following terms: accommodation, guest accommodation, hotel or hotel room agreement.
  2. The Terms and Conditions shall also apply to bookings of hotel rooms in the context of block bookings for events such as seminars, conferences or similar (Block Booking Agreement).
  3. The subletting or re-letting of the provided rooms for purposes other than accommodation requires the prior consent of the Hotel Schloss Montabaur in text form and can be made dependent on the payment of an additional fee. Section 545 BGB shall not apply if the Customer is not a consumer.
  4. Terms and conditions of the Customer shall only apply if this has been expressly agreed in writing in advance. Counter-confirmations of the Customer with reference to their terms and conditions are hereby contradicted.
- II. Conclusion of the Agreement, contractual partners; limitation period
1. The Contract shall come into effect through the acceptance of the Customer's application by the Hotel Schloss Montabaur. The Hotel Schloss Montabaur shall be free to confirm the room booking in text form.
  2. The contractual partners shall be the Hotel Schloss Montabaur and the Customer. If a third party placed the order for the Customer, it shall be liable together with the Customer, jointly and severally, to the Hotel Schloss Montabaur for all the obligations arising from the Hotel Accommodation Agreement, provided that a corresponding declaration from the third party is available to the Hotel Schloss Montabaur.
  3. In the event of a group booking (a booking of more than nine rooms), a group reservation shall come into effect between the Hotel Schloss Montabaur and the contractual partner.
  4. If the Parties conclude a Block Booking Agreement, the provisions of the Block Booking Agreement shall take precedence, but be supplemented by the present Terms and Conditions. Within the framework of the Block Booking Agreement, the contractual partner shall be liable for all damages that are culpably caused by the end customer.
  5. The Customer is obligated to inform the Hotel Schloss Montabaur, unsolicited and no later than the conclusion of the Agreement, if the use of the Hotel's services could put the smooth operation of the business, the security or the public reputation of the Hotel Schloss Montabaur at risk.
  6. All claims against the Hotel shall lapse one year after the beginning of the standard limitation period subject to knowledge of the claim concerned as set out in Section 199 (1) of the German Civil Code (BGB). The reduction of the limitation period shall not apply in the event of claims that are based on a deliberate or grossly negligent breach of duty on the part of the Hotel and in the event of claims on account of a loss of life, physical injury or damage to health.

### III. Services, prices, payment, offsetting

1. The Hotel Schloss Montabaur is obligated to have the room booked by the Customer ready and to provide the agreed services.
2. The Customer is obligated to pay the Hotel Schloss Montabaur's prices that are applicable or agreed for the rental of the room and the other services used by the Customer. This also applies to services arranged by the Customer and outlay to third parties from the Hotel.
3. The agreed prices are quoted as gross prices and shall include the respective statutory VAT at the time of the conclusion of the Agreement. Local duties that are owed by the guest in accordance with the respective local law, for example the visitor's tax, shall not be included. In the event of a change in the statutory VAT or a change or abolition of local duties, or the introduction of new ones, on the subject matter of the Agreement after the conclusion of the Agreement, the prices shall be adapted accordingly. In the event of agreements with consumers, this shall only apply if the period between the conclusion of the Agreement and the fulfilment of the Agreement exceeds four months.
4. The Hotel Schloss Montabaur may make its consent to a subsequent request by the Customer to reduce the number of booked rooms, the services of the Hotel Schloss Montabaur or the length of the Customer's stay dependent upon an appropriate increase in the price for the rooms and/or the other services of the Hotel Schloss Montabaur.
5. Invoices from the Hotel Schloss Montabaur shall – unless there is an agreement to the contrary with respect to the due date – be due for payment, without any deductions, upon the receipt of the invoice by the Customer. The Hotel Schloss Montabaur shall be entitled to declare its accumulated receivables to be due at any time and to demand immediate payment. In the event of a default of payment, the Hotel shall be entitled to demand the respective applicable default interest. The Hotel reserves the right to prove greater damage.
6. For every reminder after the default sets in, the Customer must refund the Hotel Schloss Montabaur for dunning costs to an amount of € 2.50. The Customer shall be free to prove that no costs, or significantly lower costs, were incurred. In the case of Customers who are not consumers, the Hotel Schloss Montabaur shall also assert the claim arising from Section 288 (5) BGB (5) (additional statutory lump sum).
7. The Hotel Schloss Montabaur shall be entitled to demand an appropriate advance payment or security from the Customer, for example in the form of a credit card guarantee, upon conclusion of the Agreement. The amount of the advance payment and the payment dates can be agreed in the Agreement in text form. In the event of advance payments or securities for package holidays, the statutory provisions shall remain unaffected.
8. During the stay and after the conclusion of the Agreement, the Hotel Schloss Montabaur shall be entitled, in justified cases, for example an outstanding debt on the part of the Customer or the extension of the scope of the Agreement, to demand an advance payment or security in terms of No. 7 above or an increase in the advance payment or security agreed in the Agreement up to the full agreed payment.
9. The Customer may only offset a claim of the Hotel Schloss Montabaur against an undisputed or legally binding claim.

<sup>1</sup> For reasons of linguistic simplification, the three genders are not mentioned where a gender-neutral formulation was not possible. In these cases, the masculine terms used include the feminine and diverse forms as well.



#### IV. Withdrawal, cancellation, reduction

1. The Customer may only withdraw from the Agreement concluded with the Hotel Schloss Montabaur if a right to withdraw has been expressly agreed in the Agreement, a statutory right to withdraw exists or the Hotel Schloss Montabaur expressly agrees to the cancellation of the Agreement. The Agreement of a right to withdraw and any consent to a cancellation of the Agreement shall take place in writing.
2. If a deadline has been agreed between the Hotel Schloss Montabaur and the Customer for exercising the right to withdraw free-of-charge, the Customer may withdraw from the Agreement until that date, without triggering claims for payment or compensation from the Hotel Schloss Montabaur. The Customer's right to withdraw shall lapse if the Customer does not exercise this right in text form to the Hotel Schloss Montabaur by the agreed deadline.
3. If a right to withdraw is not agreed or has not already lapsed or if there is no statutory right to withdraw and the Hotel Schloss Montabaur does not agree to a cancellation of the Agreement, the Hotel Schloss Montabaur reserves the right to claim the agreed payment in spite of the services not having been used by the Customer. The Hotel Schloss Montabaur must take into account the income from letting the rooms to other parties and the expenditure saved (e.g. for breakfast, laundry services not used). If the rooms are not let to other parties, the Hotel Schloss Montabaur can demand the contractually agreed payment and consolidate the deduction for saved expenditure into a lump sum.
  - a) In this case, the Customer is obligated (in the event of single bookings) to pay 80 % of the contractually agreed price for the overnight stay with or without breakfast and for package arrangements with third-party services, 70 % for half-board and 60 % for full-board arrangements. The Customer shall be free to prove that the aforementioned claim did not arise or did not arise to the extent claimed. The right to withdraw can only be exercised once. In the event that the Customer does not cancel, the "no show case" shall come into effect.
  - b) In the case of group bookings (bookings of 10 overnight stays or more) and/or in the context of events (bookings of 10 or more event participants), the Customer or the contractual partner is obligated, in the event of a cancellation or partial cancellation, to pay the following proportions of the contractually agreed total price of all the booked services:

Number of booked room units (single room/double room)	Number of booked event participants	Deadlines (Cancellation or reduction received by the hotel X days before the start of the service period)	Entitlement of the Hotel in %
10 to 50 overnight stays	10 to 50 persons	<ul style="list-style-type: none"> <li>• up to the 90th day</li> <li>• between 89 and 30 days</li> <li>• between 29 and 8 days</li> <li>• from 7 days beforehand</li> </ul>	<ul style="list-style-type: none"> <li>• No entitlement</li> <li>• 50 % of all booked services</li> <li>• 70 % of all booked services</li> <li>• 90 % of all booked services</li> </ul>
50 to 100 overnight stays	50 to 100 persons	<ul style="list-style-type: none"> <li>• up to the 112th day</li> <li>• between 111 and 40 days</li> <li>• between 39 and 15 days</li> <li>• from 14 days beforehand</li> </ul>	<ul style="list-style-type: none"> <li>• No entitlement</li> <li>• 50 % of all booked services</li> <li>• 70 % of all booked services</li> <li>• 90 % of all booked services</li> </ul>
More than 100 overnight stays	More than 100 persons	<ul style="list-style-type: none"> <li>• up to the 168th day</li> <li>• between 168 and 112 days</li> <li>• between 111 and 15 days</li> <li>• from 14 days beforehand</li> </ul>	<ul style="list-style-type: none"> <li>• No entitlement</li> <li>• 50 % of all booked services</li> <li>• 70 % of all booked services</li> <li>• 90 % of all booked services</li> </ul>

The Customer/the contract partner shall be free to prove that the aforementioned claim did not arise or did not arise to the extent claimed. The right to withdraw can only be exercised once. In the event that the Customer does not cancel, the "no show case" shall come into effect.

#### V. Withdrawal by the Hotel Schloss Montabaur

1. If it has been contractually agreed that the Customer can withdraw from the Agreement free of charge up to a certain date, the Hotel Schloss Montabaur shall be entitled, for its part, to withdraw from the Agreement in full or in part up to this date if other customers have made enquiries about the contractually booked rooms and the Customer does not waive their right to withdraw from the Agreement when requested to do so by the Hotel Schloss Montabaur with a reasonable deadline. This shall apply accordingly when an option is granted if other enquiries are available and the Customer is not prepared to make a firm booking when requested to do so by the Hotel Schloss Montabaur with a reasonable deadline.
2. The Hotel Schloss Montabaur shall also be entitled to withdraw from the Agreement without notice for an objectively justified reason, especially if
  - force majeure or other circumstances for which the Hotel Schloss Montabaur is not responsible make the fulfilment of the Contract impossible;
  - misleading or false statements of important facts (e.g. about the person/identity of the Customer, the Customer's solvency or the purpose of the Customer's stay) are provided when the Hotel's services are booked;
  - the Hotel Schloss Montabaur has legitimate cause for the assumption that the utilisation of the Hotel's services may put the smooth operation of the business, the security or the public reputation of the Hotel Schloss Montabaur at risk, without this being attributable to the Hotel Schloss Montabaur's management and organisation;
  - the purpose or the reason for the stay is unlawful;
  - an infringement of Section I No. 3 is present.
  - an advance payment that has been agreed or granted in accordance with Section III No. 7 and/or No. 8 above has not been paid even after the expiry of a reasonable deadline set by the Hotel Schloss Montabaur.
3. The Customer shall not be entitled to compensation in the event of a legitimate withdrawal from the Agreement on the part of the Hotel Schloss Montabaur or in the event of the prevention of an unapproved event in accordance with No. 2 above.
4. If the Hotel has a claim to compensation against the Customer in the event of a withdrawal from the Agreement in accordance with No. 2 or No. 3, the Hotel shall consolidate the claim into a lump sum. Section IV No. 3 a) to b) shall apply accordingly in this case.

#### VI. Provision, handover and return of rooms

1. The Customer shall acquire no right to the provision of certain rooms, unless this has been expressly agreed.
2. Booked rooms shall be available to the Customer from 3 p.m. on the agreed day of arrival. The Customer shall not be entitled to have their rooms provided earlier. Unless a later arrival time is expressly agreed or the relevant room has been paid for in advance, the Hotel shall have the right to allocate booked rooms to other parties after 6 p.m. without the Customer being entitled to any claim against the Hotel as a result. There shall be no obligation to allocate the rooms to other parties.



3. On the agreed departure date, the rooms must be vacated no later than 10 a.m. on Monday to Friday and 12 noon on Saturdays, Sundays or public holidays. A continued use of the room by the Customer beyond this time may be agreed – subject to availability – with the Hotel Schloss Montabaur in return for a time-dependent fee.
4. If the Customer continues to use the room beyond 10 a.m. on working days or 12 noon on Saturdays and Sundays without having made an express agreement to this effect with the Hotel Schloss Montabaur, the Hotel Schloss Montabaur may charge 50 % of the full accommodation price if the Customer vacates the room later than contractually agreed but before 6 p.m., and at least 90 % if the Customer vacates the room after 6 p.m. Contractual claims of the Customer shall not be established hereby. The Customer shall be free to prove that the Hotel has incurred no, or a significantly lower, claim to a usage fee.

## VI. Liability of the Hotel Schloss Montabaur

1. The Hotel Schloss Montabaur shall be liable for damages caused by it due to the loss of life, physical injury or damage to health. The Hotel Schloss Montabaur shall also be liable for other damages that are based on a deliberate or grossly negligent breach of duty on the part of the Hotel Schloss Montabaur and damages that are based on a deliberate or negligent infringement of obligations of the Hotel Schloss Montabaur that are typical of the Agreement. Obligations that are typical of the Agreement are obligations that make the proper execution of the Hotel Accommodation Agreement possible in the first place and upon whose fulfilment the Customer relies and may rely. Further claims to compensation shall be excluded unless otherwise specified in the present Section. If disruptions or deficiencies occur with respect to the services of the Hotel Schloss Montabaur, the Hotel Schloss Montabaur shall endeavour to find a remedy as soon as they become known or are promptly reported by the Customer. The Customer is obligated to do whatever can be reasonably expected to help to remove the disruption and keep the potential damage to a minimum. In other respects, the Customer is obligated to inform the Hotel in good time of any possibility of extraordinarily high damage.
2. The Hotel Schloss Montabaur shall be liable to the Customer for items brought into the hotel in accordance with the statutory provisions, i.e. up to one hundred times the price of the room, to a maximum of € 3,500.00, and for cash, securities and valuables up to € 800.00. Cash, securities and valuables up to a maximum value of € 2,000.00 can be stored in the hotel or room safe. The Hotel Schloss Montabaur recommends taking advantage of this option. The liability claims shall lapse if the Customer does not notify the Hotel immediately after becoming aware of loss, destruction or damage (Section 703 BGB). No. 1 Sentences 1 to 5 above shall apply accordingly to any further-reaching liability of the Hotel.
3. Items left behind by the Customer shall only be sent on at the request, risk and expense of the Customer. The Hotel Schloss Montabaur shall store the items for three months; after this period, the items shall be handed over to the local lost property office, provided that they have a recognisable value. No. 1 Sentences 1 to 5 above shall apply accordingly to the liability of the Hotel.
4. If a parking place in the hotel garage or a hotel car park is placed at the Customer's disposal, including for a fee, no safekeeping contract shall come into effect as a result. The Hotel Schloss Montabaur has no obligation to monitor the car park or garage. In the event of the loss of or damage to vehicles parked or manoeuvred on the hotel property or of their contents, the Hotel Schloss Montabaur shall not be liable, apart from in cases of wilful intent or gross negligence. No. 1 Sentences 1 to 5 above shall apply accordingly to the liability of the Hotel Schloss Montabaur. Any damages must be reported to the hotel immediately.
5. Wake-up services shall be performed by the Hotel Schloss Montabaur with the greatest care. Messages, post and consignments of goods for the Customer shall be handled with care. The Hotel Schloss Montabaur shall take on the delivery, storage and – on request for a fee – the forwarding of these. No. 1 Sentences 1 to 5 above shall apply accordingly to the liability of the Hotel Schloss Montabaur.

## VII. Final provisions

1. Amendments and additions to the Agreement or to the present General Terms and Conditions for Hotel Accommodation must be in text form. Unilateral amendments or additions by the Customer shall be invalid.
2. The place of performance and payment shall be Montabaur as the domicile of the Hotel Schloss Montabaur.
3. The exclusive place of jurisdiction for commercial transactions – including for disputes concerning cheques and bills of exchange – shall be Montabaur as the domicile of the Hotel Schloss Montabaur. The same shall also apply if the Customer meets the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany.
4. German law shall apply. The UN Convention on the International Sale of Goods (CISG) shall not apply.
5. The Hotel Schloss Montabaur shall not take part in dispute resolution proceedings before a consumer arbitration board in terms of the German Act on Alternative Dispute Resolution in Consumer Matters and is not obligated to do so. The universal arbitration board of the Federal Centre for Arbitration, Strassburger Strasse 8, 77694 Kehl am Rhein, which can be found online at [Zentrum für Schlichtung e.V. \(verbraucher-schlichter.de\)](http://www.zentrum-fuer-schlichtung.de), is currently responsible for arbitration.
6. If individual provisions of the present General Terms and Conditions for Hotel Accommodation are or become invalid or void, this shall not affect the validity of the remaining provisions. In other respects, the statutory provisions shall apply.