

General Terms and Conditions for the City Aparthotel

§ 1 General provisions

1. The present General Terms and Conditions apply to all contracts which are concluded with the Schowalter GmbH and thus with the City Aparthotel and the City restaurant, bar and café.
2. Terms other than these of the hotel are not part of the contract, even if the hotel does not explicitly object to these.
3. The sub-letting and further letting of the provided rooms and their usage for purposes other than accommodation is not permitted.

§ 2 Contract conclusion

1. The contract takes effect through the hotel accepting the booking request by the customer. The hotel is free to confirm the room booking in writing. Electronic statements count as received, once the party for whom it was intended, can retrieve them under normal circumstances and they are accessed during the disclosed business hours of the accommodation.
2. Contract partners are the hotel and the customer. If a third person makes the booking for the customer, he is liable to the hotel as the orderer together with the customer as a joint debtor for all duties stemming from the contract, as long as an appropriate declaration is available to the hotel. Depending on that, every orderer is required to forward all information, in particular these General Terms to the customer.
3. Bookings may only be made by persons with a full legal capacity to do so.
4. The respectively valid house rules are a component of the contract and can be downloaded via the website or is disclosed at the hotel.
5. All claims against the hotel expire in general after one year, starting with the notification-dependant, regular statute of limitation § 199 para. 1 BGB. Damage payments claims expire independent of knowledge of this after five years. The reductions of the limitation period do not apply to entitlements that are based on premeditated and grossly negligent violations of duties by the hotel.

§ 3 Service, prices, payments

1. The hotel is required to keep the rooms booked by the customers available in line with the provisions of the General Terms and to render the agreed services.
2. The hotel is authorised, for important reasons, to accommodate the customer at a different hotel with the same facilities and services for the booked price, without claims of recourse being able to be made against the hotel, if the accommodation is not possible in the reserved hotel.
3. The customer is required to pay the agreed price to the hotel for the provided room and the services he made use of. This also applies to services invoked by the customer. The prices can be changed by the hotel, if the guest subsequently desires a changed number of rooms, the services of the hotel or the duration of stay and the hotel accepts these.
4. The agreed prices include the respective legal value added tax.
5. The total amount minus possible prepayment is, if not differently agreed, due at departure.
6. Furthermore, the hotel is authorised during the customer's stay, to invoice any arisen cost through issuing an interim bill and demand payment at any time, this especially applies to long stays of more than 4 weeks.
7. If the period between the contract conclusion and the contract fulfilment exceeds four months and if the price of the corresponding services calculated by the hotel increases, this can thus increase the contractually agreed price appropriately, at the most however by 10 per cent. In this case, the guest has a right of withdrawal.
8. The prices can even be changed by the hotel, if the guest subsequently desires a changed number of booked rooms, the services of the hotel or the duration of stay and the hotel accepts these.
9. At contract conclusion or after that, the hotel is authorised to demand an appropriate prepayment or security in the shape of a credit card guarantee. The amount of the prepayment and the payment dates can be agreed upon in writing.
10. In justified cases, such as payment delay of the customer, the hotel is permitted, even after the contract conclusion, to demand a prepayment or security or increase of the contractually agreed prepayment or security up to the complete agreed payment.
11. The hotel reserves the right to reject cost absorption declarations in single cases.
12. Invoices by the hotel without due date are to be paid without deduction within 8 days. The hotel is authorised to invoice expired demands at any time and to demand prompt payments. In the case of payment delays, the hotel is authorised to demand the legally applicable default interest in the amount of currently 8% or for legal businesses that consumers are party to, in the amount of 5% above the base interest. The hotel reserves the right to prove higher damages.
13. For every reminder after the start of default, the hotel can charge a reminder fee of EUR 5.00.
14. The prices can be changed by the hotel, if the guest subsequently desires a changed number of rooms, the services of the hotel or the duration of stay and the hotel accepts these.
15. A withdrawal of the customer from the contract concluded with the hotel requires the consent of the hotel. If this does not occur, the agreed price from the contract still needs to be paid, even if the customer does not make use of the contractual services. This does not apply in the case of violations of the hotel's duties in respecting the rights, legal interests and concerns of the customer, if thereby the customers can no longer be expected to hold on to the contract or is entitled to any other legal withdrawal right.

§ 4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION) / NON-UTILISATION OF THE BOOKED SERVICES (NON-ARRIVAL "NO SHOW")

1. If a date was agreed on in writing between the hotel and customer to withdraw from the contract, the customer can withdraw from the contract until that point, without having to settle payment- or compensation-claims of the hotel. The right to withdraw of the customer lapses, if he does not make use of his right by the agreed date against the hotel in writing.
2. The hotel is free to generalise the damage caused and to be compensated by the customer. The customer is required to pay 90% of the agreed price of the overnight stay.
3. For the rooms that were not utilised by the customer, the hotel shall offset the revenue that is made from the alternate letting of the room as well as the saved expenses.
4. The guest is free to prove that no damages occurred.

§ 5 Withdrawal of the hotel

1. In the case that a customer's right of withdrawal was agreed on within a certain period, the hotel is permitted to withdraw in its own right from the contract in that period.
2. If an agreed prepayment is not paid even after the hotel's appropriately set deadline is not settled, the hotel is likewise permitted to withdraw from the contract.
3. Moreover, the hotel is authorised to extraordinarily withdraw from the contract for important reasons, for example in the case of:
 - a. force majeure or other circumstances that are not the responsibility of the hotel that make the fulfilment of the contract impossible;
 - b. rooms that are booked under misleading or false specification of essential facts, e.g. about the person;
 - c. the hotel has a justified reason to assume that the utilisation of the hotel services may endanger the smooth business operations, the safety or the reputation of the hotel by the public, without this being the fault of the hotel;
 - d. a violation of the section above "scope" paragraph 2 exists;
 - e. the hotel acquires knowledge of circumstances, that the financial situation of the customer has significantly worsened following the contract conclusion, especially if the customer does not settle claims of the hotel that are due or does not offer a sufficient security and for that reason the payment claims of the hotel appear in danger;
 - f. a customer has applied for the filing of an insolvency proceeding for his assets, has submitted an affidavit insurance as per § 807 of the code of civil procedure, has initiated an extrajudicial proceeding to settle debt or has suspended his payments;
 - g. an insolvency case on the assets of the customer has been opened or the opening of such was rejected based on lack of mass or other reasons.
4. The hotel shall promptly notify the customer before enacting the right to withdrawal.
5. In the case of justified withdrawal of the hotel, the customer has no entitlement to damages compensation.
6. The hotel may increase the contractually agreed prices, however by a maximum 10%. In this case, the guest has a right of withdrawal.

§ 6 Arrival and departure, other provisions on the hotel stay

1. The customer acquires no entitlement to specific rooms being provided, unless the hotel has confirmed the availability of certain rooms in writing.
2. Booked rooms are available to the customer as of 03:00 PM on the agreed day of arrival. The customer has no entitlement to an earlier availability.
3. Booked rooms shall be occupied by the customer by 06:00 PM at the latest on the arrival day. If there is no guaranteed booking which was ensured through a prepayment or security, the hotel has the right to otherwise allocate the rooms after 06:00 PM, without the customer being able to derive any compensation claims from that. In that case, the hotel has a right to withdrawal.
4. On the agreed departure day, the rooms shall be vacated and made available again by 11:00 AM at the latest. After that, the hotel can bill the delayed vacating of the room for the contract-exceeding usage by 30% till 03:00 PM and 100% of the entire listed price after 03:00 PM. Contractual entitlements of the customer are no justified by this. The customer is free to prove that the hotel was subject to no or lower entitlement to the usage payment.
5. If the total number of guests exceeds the contractually agreed number of persons, the additional guests have no entitlement to an accommodation.
6. Minors are only permitted to stay overnight in the accompaniment of at least one person of age or with the declaration of consent of a legal guardian including a copy of the personal ID card of the respective person.

§ 7 Terms of use for guest LAN

1. Prior to the first use of the guest WIFI with an end device, the guest will explicitly recognise the terms of use with a signature. The terms are available for review in the Lobby. Following this, the guest is provided with the necessary data needed to log into the guest WIFI.
2. These login data may not be shared with other users or third parties or saved permanently on the hard drive of the end device.
3. It is only permitted to log into the guest WIFI with the assigned username. Every user is responsible for all activities that occur under that identity and is liable for any possible legal consequences.
4. No guaranty for the availability and the connection quality of the guest WIFI connection is given by the City Aparthotel München, nor is the reachability of single guest devices or destinations online ensured.
5. The City Aparthotel München is not liable for any damages that arise for the guest or third parties through the use of the guest WIFI.
6. This exemption of liability applies to all legal grounds and only lapse in the case of damages due to the injury of life, body or health, which result from a wilful or grossly negligent violation of a duty by the City Aparthotel München or in the case of other damages that are based on a wilful or grossly negligent violation of a duty by the City Aparthotel München.
7. The guest is required to release the City Aparthotel München from all damage claims of third parties in connection to his/her use of the guest WIFI.
8. The information provided on the Internet originate from numerous sources of different quality. If a user feels harmed, degraded or injured in any other way by such information, he/she shall turn to the author of these. The City Aparthotel München is not responsible for the content of the information made available via the Internet access provided by it.
9. It is forbidden to use the Internet access to disseminate or utilise text, image, audio or video material, that includes insulting, racist, violence-promoting, defamatory, right-wing extremist, pornographic or for other reasons law-violating information or files.
10. Music-, film-, image- or game-files or other software is generally protected by copyright and may in that case not be copied.
11. In order to prevent violations against the forbidden use as per point 4, the City Aparthotel München explicitly reserves the right to check the Internet protocol of the guest WIFI in irregular intervals.
12. Violations against the forbidden usage as per point 4, can be legally prosecuted and lead to an immediate blocking of the usage data. The user is responsible for the further legal consequences.
13. Contractual agreements may only be made via the Internet at the expense of the guest. This especially applies to utilising payable services. The City Aparthotel München assumes no liability for contractual agreements, which were concluded via the Internet.
14. It is explicitly pointed out, that prior to publishing any text, logos, images or maps of third parties, the clear, provable authorisation of the author has to be acquired.
15. Modifications of the installation or configuration of the network, changes to the hardware as well as accessing the software installation of the guest WIFI are prohibited. In the case of function disruptions occurring, the staff shall be notified immediately.

§ 8 Liability of the hotel

1. The hotel is required to maintain his contractual obligations with the care of a prudent businessman. Claims of the customer for damages are precluded. Exceptions from this are made to damages due to the injury of life, body or health if the hotel is responsible for the violation of duty, or in the case of other damages that are based on a wilful or grossly negligent violation of a duty by the hotel or the wilful or negligent violation of contract-typical duties by the hotel. A violation of duty by the hotel equates the same by a legal representative or agent. If disruptions or deficiencies should arise as to the services of the hotel, the hotel, upon notification or prompt complaint by the customer, will be eager to provide a remedy. The customer is required to contribute anything acceptable, in order to alleviate the disruption and to keep the possible damage as little as possible.
2. If disruptions or deficiencies should arise as to the services of the hotel, the hotel, upon prompt complaint by the customer, will be eager to provide a remedy. If the customer culpably fails to notify the deficiency to the hotel, then any entitlement for a reduction of the contractually agreed amount does not arise.
3. The hotel is liable to the customer for brought-along items according to legal specifications, up to an amount of at the most €1,000, as well as cash, securities and valuable items up to €500. Money and valuables of up to a maximum value of €500 may be stored in the room safe. The hotel recommends to make use of this option.
4. The liability claims expire, if the customer, following the knowledge of the loss, destruction or damage, does not promptly inform the hotel (§ 703 BGB). The previously mentioned number 1 lines 2-4 apply accordingly for any further liability of the hotel.
5. The previously mentioned liability restriction applies to all damages claims independent of their legal basis including claims based on unauthorised actions. The previously mentioned liability restriction also applies in cases of possible damage claims of a customer against staff or agents of the hotel. They do not apply in cases of a liability for deficits after assuming a guaranty for the condition of an item or facility, in the case of a fault maliciously kept secret or for personal damages.
6. To the extent that a customer was provided a parking space on the hotel's parking lot, even for a charge, no contract of safe custody arises from the fact. There is no surveillance obligation of the hotel. In the case of a loss or damaging of parked or manoeuvred vehicles (or their contents) on the hotel's grounds, the hotel is not liable, as long as the hotel or its legal representatives or agents did not commit any wilful or negligible actions. In this case, the damage to be claimed has to be asserted to the hotel at the latest when leaving the hotel's grounds.
7. Messages, mail and shipments for guests and wake-up services are handled with care. The hotel assumes the postage and storage and - if desired - for a charge the forwarding of these as well as found items if requested. The mailing address of the hotel may deviate from the hotel or company address. Damage claims, except for those due to wilful or negligible actions, are precluded. The hotel is authorised, after at the most a one-month storage period and while charging an appropriate fee, to hand over the mentioned items to the local lost-property office.
8. Damages claims of the customer expire at the latest two years after the point in time, when the customer acquired knowledge of the damage or without regarding the knowledge by the latest three years after the point in time of the damaging occurrence. This does not apply to the liability for damages due to the injury of life, body or health or other damages that are based on a wilful or grossly negligent violation of a duty by the hotel, a legal representative or an agent of the hotel.

§ 9 Final terms

1. Changes or additions to the contract, the contract acceptance or these General Terms for accommodation in the hotel shall occur in written form. One-sided changes or additions by the customer are invalid.
2. The location of fulfilment and payment is Munich.
3. The exclusive location of jurisdiction -also for cheque- and exchange-disputes - in the commercial business is the site of the hotel. If a contractual partner fulfils the requirements of § 38 para. 2 ZPO and does not have a general legal site domestically, the legal site of the hotel's location applies.
4. German Law applies. The application of UN Trade Law and the conflict of laws are excluded.
5. Should single provisions of these General Terms and Conditions be ineffectual for the hotel accommodation or be/become void, the validity of the remaining provisions is not touched by this. Furthermore, the legal regulations apply.

Schowalter GmbH, City Aparthotel, Munich