

Terms and Conditions, Legal Notice **Romantik Hotel Johanniter-Kreuz**

1. Conclusion of the contract

- a. A contract is concluded between the guest and the Hotel Johanniter-Kreuz in accordance with the following conditions, provided the room(s), space or other services have been ordered by the guest and confirmed by Johanniter-Kreuz.
- b. If a deposit or advance payment is requested from the hotel for the reservation and it is not paid on time within the agreed period, the reservation confirmation is without object.
- c. If the purchaser is a registered trader and acts for him / her registered guests / participants, he is responsible for the liabilities thereby established.
- d. If the reservation confirmation differs from the content of the registration, the content of the reservation confirmation becomes part of the contract, unless the guest has objected immediately, at the latest with the acceptance of the services.
- e. When registering for several persons, groups, travel, seminar and conference events, the number and, if applicable, participant lists must be provided to the hotel up to 5 days before arrival or event.
- f. Political events are to be clearly marked when registering.
- g. The provision of rooms, showcases and other areas is charged. The transfer of the same to third parties is only permitted with the consent of the hotel.

2. Arrival and departure

- a. Unless otherwise agreed, check-in is not possible before 15:00 on the day of arrival and the check-out time must be done by 11:00 on the day of departure.
- b. For a scheduled departure after 11:00, the guest should inform the reception. If the Johanniter Kreuz agrees, half of the room rate is payable for the departure until 18:00 o'clock and after 18:00 o'clock the full room rate.
- c. Arrivals with reserved rooms must be made by 18:00 at the latest, if a later arrival has not been advised in advance. If this does not happen, the Johanniter Kreuz can dispose of the rooms elsewhere.

Exceptions to this are: Reservations prepaid or for which a voucher has been issued or a credit card number of a credit card company accepted by the Johanniter Kreuz.

3. Services

- a. The contractual scope of services of the hotel results from the information in the brochure or the agreements made.
- b. If the agreement is based on a full board of the guest and the guest receives a lunch on the first day, the hotel's service ends with breakfast on the day of departure otherwise with lunch. Half board basically includes breakfast and dinner.
- c. If the guest, for any reason whatsoever, does not use one of the meals, he is not entitled to any reimbursement, neither pro rata nor reduction.
- d. The prices stated in the brochures or other lists include the service charge and the currently valid VAT. If the applicable VAT rate changes during the term of the contract, the Johanniter Kreuz is entitled to adjust the prices to the new VAT rate.

e. For events that go beyond the agreed time, a service surcharge per employee will be charged, which is calculated on the basis of hourly wage + additional costs + possibly night work supplement.

4. Payment

a. Subject to separate arrangements, the fee is to be paid upon departure of the guest.

b. For a stay of more than 7 days, the Johanniter Kreuz can draw up an interim bill.

c. If the guest is in default of payment, the hotel may cancel the agreement with immediate effect. The assertion of further damage, in particular the loss of other rental, remains reserved to the Johanniter-Kreuz.

d. If the guest cancels his stay prematurely, he remains liable to pay the remaining remuneration, unless he proves that the Johanniter-Kreuz has failed to provide adequate re-letting.

e. Place of fulfillment for the payment obligations of the guest is the seat of the hotel. This also applies if the guest has been credited with the payment.

f. Payments by credit card companies, checks or bills of exchange are only for fulfillment.

5. Cancellation

a. Cancellations of a **room reservation** are possible as follows:

Up to 4 people

Packages:

Cancellation is free of charge up to 4 days before arrival.

From 3 days before the arrival date or in case of early departure we charge 60% of the package price.

Bed and breakfast:

Cancellation is free of charge until 2 days before arrival.

1 day before the arrival date or in case of early departure we charge 80% of the price for the overnight stay.

From 5 people

Packages:

Cancellation is free until 11 days before arrival.

From 10 days before the arrival date or in case of early departure we charge 60% of the package price.

Bed and breakfast:

Cancellation is free of charge up to 11 days before arrival.

From 10 days before the arrival date or in case of early departure we charge 80% of the price for the overnight stay.

Travel groups from 20 people

Packages:

Cancellation is free of charge up to 6 weeks before arrival.

Up to 11 days before the arrival date we charge 60%, afterwards 80% of the package price.

Bed and breakfast:

Cancellation is free of charge up to 6 weeks before arrival.

Up to 11 days before the arrival date we charge 40%, afterwards 60% of the price for the overnight stay.

At trade fairs different cancellation conditions apply; here a cancellation is generally for free until 30 days before arrival. Up to 14 days before arrival we charge 50% of the total cost. From 13 days prior to arrival or in case of early departure 80% of the price will be charged. Credit card is required for security!

b. **Events:** For agreed events and the provision of premises, the following cancellation periods are valid:

Day 7 to 3: if goods have already been purchased for the purpose of holding an event, the person making the reservation must reimburse the Johanniter Kreuz for the costs incurred.

within 48 hours: Reimbursement of all room preparation costs plus costs incurred for goods already procured for the purpose of holding the event in question.

We recommend a hotel cancellation insurance.

6. Liability

a. The guest or the organizer are liable to the Johanniter-Kreuz for the damage caused by him or their guests.

b. The Johanniter Kreuz is not liable to the guest or the contract partner if the service provision becomes impossible in the event of a strike or as a result of force majeure. The Johanniter-Kreuz endeavors in these cases to procure equivalent services elsewhere.

c. The Johanniter Kreuz is liable to the guest in accordance with the provisions of the German Civil Code (up to 100 times the room price, maximum 3,500.00 euros); for money and valuables according to § 702 BGB only up to 800 euros, unless the hotel or its staff is at fault, or the valuables or the money were given to the hotel against receipt for safekeeping.

d. If the guest brings a motor vehicle and this is parked on a parking space provided, the liability of the hotel is limited in accordance with the liability insurance that has been taken out for this.

e. In the case of events, it is the responsibility of the contractual partner to insure objects brought against theft or damage or destruction. Liability of the Johanniter Kreuz is excluded.

7. Termination

a. If the guest uses the rooms made available to him for a purpose other than that agreed, the Johanniter-Kreuz is entitled to an extraordinary right of termination.

b. If the Johanniter-Kreuz has reasonable grounds to believe that an event jeopardizes the smooth running of the business, the security or the reputation of the house or guests, as well as in the event of force majeure or internal unrest, the Johanniter-Kreuz can also terminate the contractual relationship immediately.

c. The same applies if an organizer advertises in a daily newspaper without the approval of the Johanniter-Kreuz, which serves to invite interviews or sales events. In these cases, the Johanniter Kreuz is entitled to the agreed remuneration even in the event of termination.

8. Miscellaneous

- a. Animals may only be brought into the hotel area with the prior consent of the Johanniter-Kreuz and for a surcharge. In public spaces such as restaurants, bars, etc. with prior consent.
- b. Wake-up calls, information, mail and consignments are non-binding. The guest cannot derive any claims from this.
- c. Lost property (items left behind) will be forwarded on request against reimbursement of costs. The retention period is 6 months.
- d. If the guest is transported free of charge by the Johanniter Kreuz, liability is limited in accordance with the motor vehicle insurance for personal injury and property damage.
- e. Bringing food and drinks to events is strictly forbidden. The decoration of the event rooms requires a special agreement, unless it is just a table decoration.

9. General

- a. We reserve the right to correct general errors as well as printing and calculation errors.
- b. Verbal agreements only become effective once they have been confirmed in writing by the Johanniter-Kreuz.
- c. For any disputes arising from this contract and its fulfillment, to the extent permitted by law, the seat of the hotel is considered as agreed.
- d. Use of the community facilities (sauna with sauna area), the garden (with sports and play equipment) and rental bikes are at the guests' risk
- e. A brochure liability or internet liability is excluded. The current price lists are valid.
- f. If rooms or other services are reserved on an option basis, the option dates are binding for both parties. After expiry of the agreed option period, the hotel may freely dispose of the rooms and services booked without prior notice.
- G. Should one of the above provisions be ineffective, this does not affect the validity of the other provisions. Instead of the invalid provision, a valid regulation that comes as close as possible applies.

Our hotel is part of the "Romantik Hotels & Restaurants AG" hotel and restaurant cooperation, which is why, in addition to our general terms and conditions, those of the umbrella organization must be observed:

<https://www.romantikhoteles.com/de/agb/>