



## **GENERAL TERMS AND CONDITIONS FOR RESERVATIONS**

(Last amended: December 2018)

### **1. Scope of Application**

1.1 These General Terms and Conditions apply to contracts for the letting of hotel rooms for accommodation purposes, as well as all other associated goods and services provided to the customer by the Hotel (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms: accommodation contract, lodging agreement, hotel contract, hotel room contract.

1.2 Any sub-letting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, require the prior consent of the Hotel in text form, whereby the second sentence of Section 540(1) of the German Civil Code (BGB) is waived where the customer is not a consumer.

1.3 The customer's General Terms and Conditions apply only where this has been explicitly agreed in advance in text form.

### **2. Conclusion of Contract, Contracting Parties, Limitation Periods**

2.1 The contract comes into existence once the Hotel has accepted the customer's request. The Hotel is at liberty to confirm the room reservation in text form.

2.2 The Hotel and the customer are the parties to the contract. If a third party placed the order on behalf of the customer, then that party and the customer are liable as joint and several debtors for all obligations arising from the hotel accommodation contract, provided that the Hotel is in possession of a declaration to that effect from the third party.

2.3 As a general rule, all claims against the Hotel become statute-barred one year from the beginning of the statutory limitation period. Damage claims become statute-barred after five years, irrespective of knowledge, unless they are attributable to an injury to life, limb, health or liberty. Such damage claims become statute-barred after ten years, irrespective of knowledge. Reductions in the limitation period do not apply to claims attributable to an intentional or grossly negligent breach of duty by the Hotel.

### **3. Services, Prices, Payment, Offsetting**

3.1 The Hotel is required to have ready the rooms booked by the customer and to provide the agreed services.

3.2 The customer is required to pay the agreed prices or the Hotel's applicable prices for the room provided and for any other services used. This also applies to services and expenses to be paid by the Hotel to third parties incurred by the customer. Statutory value-added tax is included in the agreed prices. If the guest stays in the Hotel for longer than seven days, then the Hotel is entitled to issue interim invoices.

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3.3 The Hotel may make its consent to the customer's subsequent request to reduce the number of reserved rooms, the Hotel services used or the customer's length of stay subject to an increase in the price of the rooms and/or for other services provided by the Hotel.

3.4 Invoices from the Hotel that do not state a due date are due and payable in full within seven days of receipt. The Hotel may, at any time, request the customer to pay amounts due without delay. In the case of delayed payment, the Hotel is entitled to charge a €25.00 administration fee per reminder in each case. The Hotel reserves the right to prove higher damages.

3.5 The Hotel is entitled, at the time of concluding the contract, to request from the customer a reasonable advance payment or security deposit, e.g. in the form of a credit card guarantee or a deposit. The amount and date of advance payments can be agreed in the contract in text form. In the event of advance payments or security deposits for package holidays, statutory provisions remain unaffected.

3.6 In justified cases, e.g. where the customer delays payment or where the scope of the contract is extended, the Hotel is entitled, also after conclusion of the contract up until the start of the stay, to request an advance payment or a security deposit in terms of No. 3.5 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed amount.

3.7 Furthermore, the Hotel is entitled, at the start of and during the customer's stay, to request a reasonable advance payment or security deposit in terms of No. 3.5 above for existing and future claims arising from the contract, unless such an advance payment or security deposit has already been made under No. 3.5 and/or No. 3.6 above.

3.8 The customer can only offset undisputed or legally binding claims against a claim of the Hotel.

3.9 If, after conclusion of the contract, there are changes to the statutory value-added tax, or if new local taxes on the service to be provided are introduced, changed or abolished, prices will be adjusted accordingly.

3.10 Prices may not be changed within three months of concluding the contract. The Hotel reserves the right to increase prices after this period has expired.

#### **4. Rescission by the Customer (Cancellation) / Non-Use of the Hotel's Services (No-Show)**

4.1 Any rescission of the contract concluded with the Hotel by the customer requires the consent of the Hotel in text form. If no consent is given, then the customer shall pay the agreed price arising from the contract, even if the customer makes no use of the contractual services.

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4.2 Provided that the Hotel and the customer have agreed in text form on a date by which the customer may rescind the contract at no charge, the customer may rescind the contract up until that day without triggering payment or damage claims by the Hotel. The customer's right of rescission expires if he does not exercise his rescission right in text form vis-à-vis the Hotel by the agreed date.

4.3 If the Hotel and the customer did not agree in text form on a date by which the customer may rescind the contract at no charge, then the following cancellation fees apply:

Reservations of 1-3 hotel rooms:

Rescission no later than 48 hours before the date of arrival	no charge
Rescission within 48 hours of the date of arrival up to the date of arrival	90% of the confirmed room price

Reservations of 4 or more hotel rooms:

Rescission 12-8 weeks before the date of arrival	30% of the confirmed room price
Rescission 8-4 weeks before the date of arrival	50% of the confirmed room price
Rescission 4-2 weeks before the date of arrival	80% of the confirmed room price
Rescission 1 week before and up to the date of arrival	90% of the confirmed room price

4.4 In the event of rooms not being used by the customer, the Hotel shall take into account income generated by letting these rooms to other customers as well as costs avoided. If the rooms are not let to other customers, then the Hotel may charge the rate stipulated in the contract and may estimate a flat rate deduction for costs avoided by the Hotel. In this case, the customer is obliged to pay at least 90% of the rate stipulated in the contract for overnight stays with or without breakfast, 70% for room and half-board arrangements, and 60% for room and full-board arrangements. The customer is at liberty to prove that the aforementioned claim did not arise or did not arise to the extent claimed.

## **5. Rescission by the Hotel**

5.1 If it was stipulated in the contract that the customer may rescind the contract within a certain period at no charge, then the Hotel is entitled for its part to rescind the contract within this period if the Hotel receives enquiries from other customers regarding the contractually reserved rooms, and the customer does not renounce his right of rescission after having been duly asked by the Hotel.

5.2 If an advance payment or security deposit that has been agreed or requested under Point 3.5 and/or 3.6 above is not made even after a reasonable grace period set by the Hotel has expired, then the Hotel is also entitled to rescind the contract.

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5.3 Furthermore, the Hotel is entitled to rescind the contract for an exceptional, objectively justified reason, examples being - if force majeure or other circumstances beyond the Hotel's control render performance of the contract impossible; - if rooms or event rooms are culpably booked using misleading or false representation of material facts such as the customer's person or the purpose of his stay; - if the Hotel has good reason to assume that the utilisation of the Hotel service might jeopardise the Hotel's smooth operations, security, or public reputation, without these being attributable to the Hotel's sphere of control or organisational domain; - if the purpose or occasion of the stay is illegal; - if there is a breach of Point 1.2 above.

5.4 In the case of justified rescission by the Hotel, the customer is not entitled to claim damages.

## **6. Provision, Taking Possession and Returning of Rooms**

6.1 The customer is not entitled to the provision of specific rooms, unless expressly agreed in text form.

6.2 Reserved rooms are available to the customer from 15:00 on the agreed arrival date. The customer is not entitled to earlier availability.

6.3 Rooms must be vacated and made available to the Hotel no later than 12:00 noon on the agreed departure date. After that time, owing to the delayed vacation of the room, the Hotel may charge 50% of the full accommodation rate (list price) for the use of the room for longer than agreed in the contract up until 18:00, or 100% of the full accommodation rate until after 18:00. Such practices shall not give rise to contractual claims on the part of the customer. The customer is at liberty to prove that the Hotel's claim did not arise or that a significantly lower claim to usage charges arose.

## **7. Liability of the Hotel**

7.1 The Hotel is liable for its obligations arising from the contract. Damage claims by the customer are excluded, except in the case of damages due to injury to life, limb or health, where the Hotel is responsible for the breach of duty, other damages attributable to an intentional or grossly negligent breach of duty by the Hotel, and damages attributable to an intentional or grossly negligent breach of the Hotel's duties that are typical for this type of contract. A breach of duty by the Hotel is equivalent to a breach of duty by a legal representative or vicarious agent. The Hotel will endeavour to remedy any disruptions to or faults in the services it provides as soon as it becomes aware of them or at the behest of the customer. The customer is required to assist in so far as can reasonably be expected in remedying the disruption and keeping any damage to a minimum.

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7.2 The Hotel is liable to the customer under statutory provisions for items brought into the Hotel. According to these provisions, the liability is limited to one hundred times the room rate, but at most €3,500.00 and, deviating from this, a maximum amount of up to €800 for cash, securities and valuables. Cash, securities and valuables worth up to €10,000.00 may be kept in the Hotel safe. The Hotel recommends that guests make use of this option.

7.3 Where a parking space is provided to the customer in the Hotel garage or a Hotel car park, even for a fee, this does not constitute a safekeeping agreement. The Hotel assumes no liability for loss of or damage to motor vehicles parked or placed on the Hotel grounds, or for the contents thereof, except for cases of intent or gross negligence. For the exclusion of the customer's damage claims, the provision under sentences 2 to 4 of Number 7.1 above apply accordingly.

7.4 Wake-up calls are made by the Hotel with the utmost care. Messages, mail and goods consignments for guests will be treated with care. The Hotel will deliver and store such items and – on request – forward such items for a fee. For the exclusion of the customer's damage claims, the provision under sentences 2 to 4 of Number 7.1 above apply accordingly.

## **8. Final Provisions**

8.1 Any amendments or additions to the contract, the application acceptance, or these General Terms and Conditions should be made in text form. Any unilateral amendments or additions by the customer are invalid.

8.2 The place of performance and payment is the location of the Hotel.

8.3 The exclusive place of jurisdiction in business transactions – including disputes regarding cheques and bills of exchange – is the Hotel's registered office. If a contracting party meets the requirement of Section 38(2) of the Code of Civil Procedure (ZPO) and has no place of general jurisdiction in Germany, then the place of jurisdiction is deemed to be the Hotel's registered office.

8.4 German law shall apply to the exclusion of the UN Sales Convention and conflict of laws.

8.5 If individual provisions of these General Terms and Conditions are or become invalid or void, this shall not affect the validity of the remaining provisions. For the rest, statutory provisions apply.

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