

General business conditions – room reservation

I. Scope of application

1. These business conditions apply to contracts for allocation by way of lease of hotel and apartment rooms for accommodation purposes and to all further guest-oriented services and purveyances performed by the apartment hotel.
2. Subleasing and subletting rooms allocated and using them for purposes other than accommodation require advance written approval by the apartment hotel, whereby § 540 paragraph 1 sentence 2 BGB is waived. The guest's business conditions are not valid.

II. Contract conclusion, partners, liability; liability limitation

1. A contract arises upon acceptance by the apartment hotel of guest application. The apartment hotel is at liberty to confirm the room reservation in text form.
2. Contract partners are the guest and Helmut Beermann as operator of the apartment hotel. If another party makes the booking on behalf of the guest, he is liable towards the apartment hotel together with the guest as joint debtor for all obligations stemming from the accommodation contract.
3. As a matter of principle all claims against the apartment hotel expire in one year from the beginning of the knowledge-dependent general statute of limitations contained in § 199 paragraph 1 BGB. Claims for damages are not knowledge-dependent and expire in three years. These limitations do not apply to claims referring to premeditation or gross negligence on the part of the apartment hotel.

III. Services, prices, payment

1. The apartment hotel is obliged to allocate rooms reserved by the guest and to render the services promised.
2. The guest is obliged to pay prices valid at the apartment hotel agreed for room allocation and further services he has availed himself of. This also applies where the guest arranges services and expenditure for others at the apartment hotel.
3. Agreed prices include legal VAT. This does not apply to local levies, which public legal regulations deem to be owed by the guest himself. If the period between contract conclusion and contract execution exceeds four months, and if there is a general increase in the price charged by the apartment hotel for such services, the latter may increase the contractually agreed price by a reasonable amount with a maximum of 15%.
4. Prices charged by the apartment hotel can also be changed if the guest subsequently makes changes to the number of reserved rooms, services provided by the apartment hotel or length of guest stay and the apartment hotel agrees.
5. Invoices issued by the apartment hotel without due date are payable without deduction within 10 days from receipt of invoice. The apartment hotel is entitled at any time to invoice accumulated accounts and demand immediate payment. In the case of delay in payment the apartment hotel is entitled to demand prevailing legal delay payment interest of currently 9 per cent, and in the case of legal transactions involving a consumer at 5 per cent above the basic rate. Additionally in the case of delay the apartment hotel can impose a charge of € 5.00 per warning letter. The apartment hotel reserves the right to evidence damages of a higher amount.
6. Taking account of legal provisions covering package tours, upon contract conclusion or thereafter, the apartment hotel is entitled to demand reasonable down payment or security deposit.
The amount of down payment and payment deadlines can be agreed and outlined in the contract.

7. The guest may only offset or reduce an apartment hotel invoice against an undisputed or legally valid invoice for payment due from the apartment hotel.

IV. Withdrawal by the guest (cancellation, revocation) / non-utilisation of services

1. Withdrawal by the guest from the contract concluded with the apartment hotel requires apartment hotel approval in writing. In the absence of this, the price agreed under the contract is payable, even if the guest does not contractually avail himself of the services. This does not apply to contravention of the obligation by the apartment hotel to consider rights, legally protected rights and interests accruing to the guest, where he can no longer be expected to adhere to the contract or if he benefits from any legal or contractual right of withdrawal.
2. If the apartment hotel and the guest have agreed in writing on a deadline for withdrawal from the contract free of charge, the guest is free until that point to withdraw from the contract without the apartment hotel being able to claim for payment or compensation. This right of the guest to withdraw expires if by the agreed deadline he does not exercise his right of withdrawal in writing to the apartment hotel, provided this does not involve a case of withdrawal in line with number 1 sentence 3.
3. Where the guest does not take up rooms reserved, the apartment hotel is entitled to charge for opportunity cost covering room rental and for other services not taken up.

V. Withdrawal by the apartment hotel

1. If the apartment hotel and the guest have agreed in writing on a deadline for withdrawal by the guest from the contract free of charge, within this period the apartment hotel has the same right of withdrawal given applications from other guests for the contractually reserved rooms, provided the guest has not waived recourse by the apartment hotel to its right of withdrawal.
2. If a down payment agreed or demanded in line with clause III no. 6 above is not paid even after a deadline set by the apartment hotel in a reasonable manner, the apartment hotel is equally entitled to withdraw from the contract.
3. In addition the apartment hotel is entitled to withdraw extraordinarily from the contract for an objectively justified reason in the following example cases:
 - Force majeure or other circumstances not attributable to the apartment hotel render execution of the contract impossible
 - Rooms are reserved with erroneous or false data, e.g. identity of the guest or the purpose of the stay
 - The apartment hotel has justified reason to believe that rendering the services might jeopardise trouble-free business operations, safety or public reputation of the apartment hotel, and this is not attributable to the domain or organisation of the apartment hotel
 - The purpose or occasion of the stay is illegal
 - Contravention of clause I no. 2 above
4. If the apartment hotel withdraws, the guest has no claim for compensation.

VI. Allocation of rooms, handover and return, smoking ban, notification requirement and liability for damage to room or facilities

1. The guest has no claim for allocation of specific rooms, unless expressly agreed.
2. Rooms reserved are available to the guest from 15:00 on the agreed arrival date, and the guest has no right to earlier availability.
3. On the agreed day of departure the rooms are to be returned to the apartment hotel latest at 12:00 in a clean state, thus in case of delayed vacation of rooms the apartment hotel is free for contract-exceeding use to invoice a blanket charge of 50% of room price up to 16:00, and as from 18:00 there is a charge of 100% of the daily rate. This does not give rise to any contractual claims by the guest, although he is free to provide proof that the apartment hotel has either no claim to compensation or a significantly reduced one.
4. The guest is obliged to treat the rented room and its facilities as well as communal facilities with due care and diligence. If there is any damage to the room or its facilities, the guest should immediately inform the apartment hotel.
5. Smoking is not allowed in any enclosed room in the apartment hotel.
6. The guest should make good any damage to the room or its facilities caused in contravention of his duty of due care either by him or by his family members, third parties he has entrusted with use of the room or to whom he has allowed access to the room or indeed by third parties appearing at his behest. The same applies to damage to communal facilities and the building itself.
We should like to point out that even smoking in any enclosed room in the apartment hotel constitutes property damage.
7. The obligation to pay compensation includes all expenditure incurred by the apartment hotel in making good the damage and all expenditure in the form of consequential losses, especially revenue losses for the period during which the room cannot be rented out due to the damage.

VII. Liability of the apartment hotel

1. The apartment hotel is liable to apply normal commercial care in its obligations under the contract.
Guest claims for compensation are out of the question with the exception of damage to life, limb or health attributable to the apartment hotel, other damage attributable to premeditation or gross negligence on the part of the apartment hotel and damage attributable to premeditation or gross negligence on the part of the apartment hotel in performance of its contractual duties. Such contravention caused by a legal representative or agent is deemed to have been caused by the apartment hotel. If defects or faults occur in services provided by the apartment hotel, these will immediately be remedied by the apartment hotel upon becoming aware of them or in response to immediate complaint. The guest is obliged to do everything reasonably possible to remedy the fault and minimise possible damage.
2. The apartment hotel is liable to the guest for items brought in according to legal provisions, namely for 100 x room price with a maximum of € 3,500- This also covers up to € 800 money, securities and valuables kept in the hotel or room safe (such items being limited to a total of € 3,500). The apartment hotel recommends taking advantage of this opportunity. All liability claims are forfeited if the guest becomes aware of loss, destruction or damage, but does not immediately inform the apartment hotel (§ 703 BGB). More extensive liability of the apartment hotel is covered by number 1 sentences 2 to 4 above.
3. The apartment hotel fulfils morning call requests with the utmost care, and messages, mail and parcels delivered for guests are similarly carefully handled. The apartment hotel undertakes delivery and storage and forwards these upon request and against payment. Number 1 sentences 2 to 3 above apply.

4. If the guest is provided, against payment, with a parking space in the covered or uncovered areas, no custody agreement is thereby created. If loss or damage occurs to parked or positioned vehicles and their contents the apartment hotel is liable only in accordance with above clause VII 1, 2. We refer you to specific regulations and advice on use of the duplex car park made available both to guests and in the car park.

VIII. Concluding provisions

1. Changes and supplements to this contract, application acceptance or these business conditions for apartment hotel acceptance should be made in writing. Unilateral changes or supplements undertaken by the guest are invalid.
2. Place of execution and payment is the domicile of the apartment hotel.
3. The exclusive jurisdiction for disputes involving cheques and bills of exchange in commercial business is also the domicile of the apartment hotel. If one contract partner fulfils conditions of § 38 paragraph 2 ZPO but has no general jurisdiction domestically, jurisdiction is deemed to be domicile of the apartment hotel.
4. German law is valid. Application of EU purchasing law and the conflict of laws is excluded.
5. Should individual conditions of these general business conditions for apartment hotel acceptance be or become invalid or void, this does not affect the validity of the remaining conditions. Otherwise legal provisions apply.

dispute resolution

Mandatory information according to the Regulation (EU) No 524/2013 of the European Parliament and of the Council:

Follow this link to the website of the European Commission's entity for online dispute resolution for consumer disputes: <http://ec.europa.eu/consumers/odr/>

Should you have any initial questions concerning a potential dispute resolution please email us at mail@maximilian-munich.com