

General Terms and Conditions - Kalapa Hotel Schloss Heinsheim

Article 1 - Contract Conclusion

1. Each individual contract comes into effect following the written or verbal booking request from the customer and after its acceptance by Schloss Heinsheim. Schloss Heinsheim shall be free to accept the contract in writing, verbally, in text form (by e-mail or fax) or ultimately by the provision of services.
2. If the contracting party enters into a so-called contingency contract, the contracting party will be liable for any and all damage culpably caused by the end-user.
3. The subletting, re-letting or free of charge use of the rooms provided by third parties or their use for any other purpose other than accommodation require the prior explicit approval of Schloss Heinsheim. Schloss Heinsheim, at its own discretion, may grant an exception in writing upon request.

Article 2 - Use of rooms, Check in, Departure

1. The room is provided solely for accommodation purposes.
2. The contracting partner shall be liable to Schloss Heinsheim for any and all damage (including any excessive degree of soiling / smoking in non-smoking rooms etc.), caused by it or by third parties who have received services by Schloss Heinsheim on its initiative.
3. The contracting party has no claim to the use of any particular room. In the event that rooms are not available on the premises, Schloss Heinsheim will immediately inform the contracting party and will offer an equivalent replacement in a hotel of the same category in the near vicinity. Should the contracting party decline, Schloss Heinsheim undertakes to refund the contracting party for any amounts already paid.
4. Booked rooms will be made available to the contracting party from 3 p.m. on the date of arrival. Unless otherwise agreed, Schloss Heinsheim reserves the right to allocate the room to others after 6 p.m. without the contracting party being able to derive any rights or claims whatsoever.
5. Rooms must be vacated by 11 a.m. at the latest on the day of departure. For damages caused by the continued use of the room up to 4 p.m., Schloss Heinsheim reserves the right to invoice up to 60% of the room rental rate, or to invoice 100% of the full room list price if the room is vacated after 4 p.m.

Article 3 - Provision of Services, Prices, Payment, Compensation and Assignment

1. The price of each service is determined by the valid Schloss Heinsheim price list at the time of rendering such services. All prices are inclusive of statutory VAT/turnover tax applicable at that time. Public levies such as visitors' tax, culture tax (the so-called "bed tax") are not included in the prices. Said aforementioned levies shall be borne in addition by the contracting party. Any increase in the VAT/turnover tax rate shall be borne by the contracting partner. If the period between concluding the contract and the first contractual performance exceeds 120 days, Schloss Heinsheim reserves the right to apply price increases of up to a maximum of 15%. Subsequent changes to the services may lead to changes in prices. Schloss Heinsheim reserves the right to charge the contracting party up to 100% of the total payment obligation as advance payment or as security upon concluding the contract. The amount of the advance payment and the payment deadlines can be specified in the contract.

2. The hotel is liable to the customer for property brought in to the hotel in accordance with statutory provisions. The hotel recommends the use of the hotel safe. If the guest wishes to bring money, securities and/or valuables worth more than 800 Euro or other items worth more than 3,500 Euro, then a special safekeeping agreement with the hotel is required.

3. The Schloss Heinsheim payment terms stipulate payment immediately upon receipt of the respective invoice without any deductions. An invoice is considered as having been delivered to the invoicee not later than three days after dispatch, provided that no earlier delivery can be proven. The statutory regulations on payment default shall apply.

4. A fee of 5.00 Euro is payable for each payment reminder. Invoices are to be paid immediately in cash, by EC card or by credit card. Schloss Heinsheim is entitled to reject foreign currencies, cheques and credit cards. Vouchers from tour operators will only be accepted, provided that a credit agreement exists with the company concerned or when appropriate advance payments have been made. Reimbursements for services not used will not be granted.

Article 4 - Cancellation of Services / Decrease of Services

1. Bookings made by the contracting party are binding on both parties. Should the contracting party cancel or decrease the services or number of rooms booked, it will be liable for the following compensation damages:

Bookings of not more than 2 rooms:

a) No compensation damages will be due provided that the cancellation or decrease is received by Schloss Heinsheim in writing by latest 6 p.m. on the day of arrival. After 6 p.m. 80% of the value of the services booked will be due.

Bookings of more than 2 rooms:

a) No compensation damages will be due provided that the cancellation or decrease is received by Schloss Heinsheim in writing up to and including 9 days prior to the start of the contracted period of the service.

b) Compensation damages amounting to 50% of the value of the contracted services will be due if the cancellation or decrease is received by Schloss Heinsheim in writing between 6 – 1 days prior to the start of the contracted period of the service.

c) Compensation damages amounting to 80% of the value of the contracted services will be due if the cancellation or decrease is received by Schloss Heinsheim in writing in the 24 hours leading to the start of the contracted period of the service.

Article 5 -Withdrawal/Cancellation by Schloss Heinsheim

1. In accordance with Art. 323 of the German Civil Code, Schloss Heinsheim is entitled to withdraw or rescind from the contract if:

a) the contracting partner defaults on a payment that is due;

b) the contract cannot be fulfilled owing to Force Majeure, strikes or other circumstances unforeseen by Schloss Heinsheim;

c) the contracting party makes misleading or false statements with regards to important data;

d) contracted rooms are partially or wholly sub-let without the prior written permission of Schloss Heinsheim;

e) Schloss Heinsheim has good reason to believe that the use of the hotel services could endanger the smooth running of the business, the safety or the public reputation of Schloss Heinsheim.

Article 6 - Additional Provisions for Package Holiday Agreements

1. If Schloss Heinsheim has the duty to personally organise a recreational programme in return for payment in addition to providing food and lodging this will constitute a so-called Package holiday Agreement.
2. The contracting party will not be entitled to assert any claims due to insignificant changes, deviations or the reduction of individual services in a package holiday agreement which become necessary after closing the contract.
3. No reduction in price or reimbursement will be due if the contracting party does not make use of any services which were agreed upon and provided.
4. Schloss Heinsheim shall not be liable for any damages sustained by the contracting party arising from the use of third party special services. In this respect, the contracting party will assert its claims against the respective organiser of the special services.

Article 7 - Final Provisions

1. Alterations and additions to the contract, to the confirmation of acceptance, or to these general terms and conditions must be made in writing. Unilateral alterations or additions made by the customer are invalid.
2. The contractual relationships shall be governed exclusively by German law. The UN Convention on Contracts for the International Sale of Goods and the conflict of law provisions are excluded.
3. Should individual provisions of these terms and conditions be or become ineffective, the effectiveness of the remaining provisions will remain unaffected. Moreover, the statutory provisions apply.

-Bad Rappenau, June 2016-