



1906

LIFESTYLE • HOTEL

General Terms and Conditions (GTC) – As of October 2025

1. Scope of Application

1.1 These General Terms and Conditions apply to contracts for the temporary rental of hotel rooms for accommodation purposes as well as all services and deliveries provided by the hotel in this context (hotel accommodation contract). The term "hotel accommodation contract" replaces and includes the following: accommodation, guest accommodation, hotel, and hotel room contracts.

1.2 These terms do not apply to package travel contracts pursuant to § 651a of the German Civil Code (BGB).

1.3 Subletting or further rental of the provided rooms, or use for purposes other than accommodation, requires the prior written consent of the hotel. The right to terminate pursuant to §540(1) sentence 2 BGB is waived.

1.4 The guest's general terms and conditions only apply if expressly agreed in writing.

2. Conclusion of Contract

2.1 The contract is concluded once the hotel confirms the guest's booking request in writing.

2.2 In the case of online bookings via the hotel website, the contract is concluded by clicking the button "Yes, book with obligation to pay."

2.3 Bookings via third-party platforms (e.g., Booking.com, Expedia) are subject to the terms and cancellation policies stated there.

2.4 Contractual parties are the hotel and the guest. If a booking is made on behalf of a third party, the person making the booking is jointly and severally liable with the guest for all contractual obligations.

3. Services, Prices, and Payment

3.1 The hotel is obligated to provide the booked rooms and agreed services.

3.2 The guest is obligated to pay the agreed or applicable hotel prices for the room and additional services used. This also applies to third-party services commissioned directly by the guest or through the hotel and paid for by the hotel.

3.3 The agreed prices exclude local charges that the guest must pay under local law (e.g., tourist tax).

3.4 Prices stated at booking include the applicable VAT and public charges at the time of service. If VAT or local charges change after contract conclusion, the prices will be adjusted accordingly.

3.5 Hotel invoices are due immediately, but no later than 5 business days after receipt, without deduction, unless otherwise agreed.

3.6 The hotel may require a reasonable advance payment or security deposit upon conclusion of the contract, e.g., via credit card guarantee or prepayment. The amount and due date can be agreed in writing.

3.7 In justified cases (e.g., payment default or contract extension), the hotel may demand advance payment or an increased deposit up to the full agreed amount, even after contract conclusion and before the stay.

3.8 The hotel may also request an advance payment or deposit at the beginning or during the stay for existing or future claims, unless already provided.

3.9 In case of payment default, statutory regulations apply.

3.10 The guest may only offset against undisputed or legally established claims.





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3.11 The guest agrees to receive invoices electronically via email or the guest app.

3.12 If payment by invoice is agreed, the hotel reserves the right to conduct a credit check.

4. Guest Cancellation / No Show

4.1 Unilateral cancellation by the guest is only possible if a contractual or statutory right of withdrawal or termination exists.

4.2 If a free cancellation period has been agreed, the guest may cancel without charge until the deadline. The cancellation must be received in writing. This right expires if not exercised within the period.

4.3 If no free cancellation was agreed or the deadline is missed, the agreed price remains due. The hotel retains the right to full payment, but must deduct any saved expenses and proceeds from re-letting.

4.4 If rooms are not re-let, the hotel may charge a flat rate:

- 90% of the agreed price for overnight stay with or without breakfast.
The guest may prove that no or a lower loss occurred.

4.5 For bookings via external platforms, the terms stated there apply.

5. Hotel Withdrawal

5.1 If the guest has a right to withdraw within a certain period, the hotel may also withdraw during this time if there are other inquiries for the rooms and the guest does not waive the right within a set deadline. This also applies to options.

5.2 If a required deposit is not paid even after a reasonable grace period, the hotel may withdraw from the contract.

5.3 The hotel may also withdraw extraordinarily for good cause, especially if:

- force majeure or circumstances beyond the hotel's control make performance impossible;
- rooms are booked with misleading or false information (e.g., identity, payment ability);
- the hotel has reason to believe the stay endangers hotel operations, safety, or reputation;
- the purpose of the stay is illegal, there is a breach of 1.3 (subletting or misuse).

5.4 No damages may be claimed by the guest in the event of withdrawal. If damages are due under 5.2 or 5.3, the hotel may apply the flat rates from 4.3 accordingly.

6. Room Provision, Check-in and Check-out

6.1 The guest has no right to specific rooms unless agreed.

6.2 Booked rooms are available from 3:00 PM on arrival day.

6.3 Rooms must be vacated by 11:00 AM on departure day.

6.4 Late check-out may incur charges: 50% of the daily rate until 4:00 PM, 90% after 4:00 PM. The guest may prove no or lower loss.

6.5 Check-in is digital via the guest app or tablet at the entrance. Access is via digital system or coded



room card.

6.6 Check-in requires full completion of the registration form, digital signature, and payment.

7. Hotel Liability

7.1 The hotel is liable for damages caused by it resulting in injury or death.

7.2 For other damages, the hotel is liable only in cases of intent or gross negligence, or breach of essential contractual duties. Further liability is excluded unless stated otherwise. The guest must contribute to mitigating damages.

7.3 The hotel is liable for belongings under §§ 701 ff. BGB. Items exceeding €800 (cash, valuables) or €3,500 (other) require a separate safekeeping agreement.

7.4 No custody duty exists for vehicles. The hotel is only liable for intent or gross negligence.

Providing a parking space does not constitute a custody contract. Liability is limited as in 7.1.

7.5 Lost property is kept and can be returned on request for a fee of €20 or picked up free of charge.

7.6 The hotel operates a digital self-service concept without a staffed reception. Guests must handle digital access systems responsibly.

7.7. The guest is obliged to reimburse the hotel for costs arising from false alarms of the hotel's fire alarm or security systems caused by the guest, accompanying persons or visitors, unless such alarms are attributable to a technical defect for which the hotel is responsible. This applies in particular to alarms triggered by smoke, steam or heat generated in connection with the use of kitchen or cooking facilities.

8. Communication via WhatsApp

8.1 The hotel uses WhatsApp to contact and communicate with guests, especially for booking and stay information.

8.2 By completing a booking, the guest agrees to the use of their provided contact details (name, phone number) for this purpose.

8.3 This consent can be revoked at any time by sending "WIDERRUF" to the hotel's WhatsApp contact or emailing hallo@hotel-bollwerk.de.

9. Final Provisions

9.1 Changes or additions to the contract or these GTC require written form (e.g., email). Unilateral changes are invalid.

9.2 German law applies. The UN Convention on Contracts for the International Sale of Goods does not apply.

9.3 Place of jurisdiction is the location of the company (Wendlingen), if the guest is a merchant or legal entity under public law.

9.4 The hotel points out that the EU provides an online dispute resolution platform:

<http://ec.europa.eu/consumers/odr/>. However, the hotel does not participate in consumer arbitration proceedings.