

General Terms and Conditions

for Hotel Accommodation Contracts

As of: October 2026

1 Area of application

- 1.1 These General Terms and Conditions apply to contracts on the provision for rental use of hotel rooms for lodging and to all other services and supplies provided to the customer by the hotel in this connection (Hotel Accommodation Contract). They do not apply to package travel within the meaning of section 651a German Civil Code (BGB). The term "Hotel Accommodation Contract" encompasses and replaces the following terms: lodging, guest accommodation, hotel and hotel room contract.
- 1.2 The sub-letting or re-letting of the rooms provided for use and the use thereof for any purposes other than those of lodging is subject to the prior consent of the hotel in text form, whereby the right to terminate pursuant to section 540 (1) sentence 2 BGB is excluded.
- 1.3 General terms and conditions of the customer shall only be applicable if this has been explicitly agreed in text form.

2 Concluding the contract, contract parties

- 2.1 The parties to the contract are Hotel Maier GmbH, Poststraße 1–3, 88048 Friedrichshafen, Germany (hereinafter "hotel"), and the customer. The contract is concluded by acceptance by the hotel of the application made by the customer. If the booking is made via the hotel's own website, the contract is concluded by clicking the button "Zahlungspflichtig buchen" (book with obligation to pay).
- 2.2 For bookings made by telephone or email, the contract is concluded with the hotel's booking confirmation in text form. These General Terms and Conditions are sent to the customer in advance or made accessible via a link.

- 2.3 For hotel accommodation contracts concluded at a distance (for example online, by telephone or by email), there is no statutory right of withdrawal (section 312g (2) no. 9 BGB). Only the agreed cancellation conditions apply.
- 2.4 If a third party has placed the order on behalf of the customer, that party is jointly and severally liable with the customer to the hotel for all obligations arising from the Hotel Accommodation Contract, provided that the third party has made a separate declaration to this effect to the hotel, for example by means of a declaration of cost assumption.

3 Services, prices, payment, off-set

- 3.1 The hotel is obliged to keep the rooms reserved by the customer available and to render the services agreed.
- 3.2 The customer is obliged to pay the hotel's prices that are agreed for or applicable to the provision of the room for use and to other services used by the customer. This also applies to services ordered by the customer either directly or through the hotel which are performed by third parties and paid for in advance by the hotel.
- 3.3 The prices agreed are inclusive of the taxes and local taxes applicable at the time when the contract is concluded. They do not include local taxes which the guest owes himself or herself under local community law, such as the visitor's tax (Gästeabgabe) of the city of Friedrichshafen.

- 3.4 The prices shall be adjusted accordingly in the event of changes to the statutory value added tax or of the introduction, change or elimination of local taxes on the subject matter of the contract after the contract has been entered into. In the case of contracts with consumers, this only applies if the period of time elapsing between the date of conclusion of the contract and the date of performance of the contract is longer than four months.
- 3.5 If payment by invoice is agreed, payment shall be made within seven days of receipt of the invoice without any deductions being made, unless otherwise agreed.
- 3.6 When the contract is entered into, the hotel has the right to request a reasonable advance payment or security from the customer, for example in the form of a credit card guarantee. The amount and due date are set out in the booked rate or agreed in the contract in text form. The statutory provisions shall apply in the event of late payment by the customer.
- 3.7 In justified cases, for example if the customer is in arrears in payment or if the scope of the contract is extended, the hotel has the right to demand, even after the contract has been concluded up until the time when the stay commences, advance payment or security as set out in subsection 3.6 above or an increase in the amount of the advance payment or security agreed in the contract up to the full amount of the remuneration agreed.
- 3.8 Further, the hotel has the right to request, at the beginning and during the course of the customer's stay, a reasonable advance payment or security within the meaning of subsection 3.6 above for existing and future claims under the contract, insofar as no such payment or security has already been made or provided pursuant to subsection 3.6 and/or 3.7 above.
- 3.9 The customer may only offset or net out an undisputed claim, a claim established by final court decision or a claim ready for decision against a claim of the hotel. This does not apply to claims of the customer due to defects or partial non-performance of the hotel's services under the same contract.
- 3.10 The hotel sends invoices electronically, to consumers by email and to businesses in the format required by law. The customer agrees to this.
- 3.11 If the customer subsequently wishes to change the number of rooms booked, the services or the length of stay, this requires the hotel's consent in text form. The hotel may make its consent subject to a price adjustment.
- 3.12 For stays of seven nights or more, the hotel may issue interim invoices. Unless payment by invoice has been agreed, they are due upon receipt.

4 Revocation/termination ("cancellation") by the customer, no use of the hotel services ("no show")

- 4.1 It is only possible for the customer to unilaterally dissolve the contract concluded with the hotel if a revocation right has been explicitly agreed in the contract or if there is a statutory revocation right or termination right.
- 4.2 If the hotel and the customer have agreed upon a deadline for revocation of the contract free of charge, the customer may revoke the contract up until that date without triggering any claims for payment or damages by the hotel. The customer's revocation right expires if the customer does not exercise this right vis-à-vis the hotel in text form by the agreed deadline.
- 4.3 If no revocation right has been agreed or if it has already expired, and if there is no statutory right of revocation or termination either, then the hotel retains its entitlement to the remuneration agreed although the service was not used. The hotel shall offset income from otherwise letting the rooms and saved expenditures. If the rooms are not otherwise let, the hotel can apply a flat rate for the saved expenditures. In this case the customer is obliged to pay 90% of the contractually agreed price for overnight accommodation with or without breakfast and for packages, and 70% for half-board packages. Half board within the meaning of this provision applies where breakfast and dinner are included in the price for every day of the stay. The customer is at liberty to demonstrate that the above claim did not arise or not in the amount claimed.
- 4.4 For rates that are expressly marked at the time of booking as non-cancellable and non-refundable and for which the customer pays the full amount at booking in return for a price reduced compared with the flexible rate, revocation is excluded. The price advantage is the consideration for waiving the right of revocation; the advance payment will not be refunded. If the hotel lets the room otherwise, it refunds the income obtained from doing so.
- 4.5 For stays during trade fairs and events in Friedrichshafen and the region, as well as on public holidays and in holiday periods, in particular at Easter, Whitsun, Christmas and New Year, the hotel may agree longer deadlines for revocation free of charge. The deadline stated at the time of booking applies. The flat rates under subsection 4.3 remain unchanged.

- 4.6 For bookings made via booking portals or travel intermediaries, the conditions of the booked rate agreed there take precedence for revocation and payment. These General Terms and Conditions apply in addition, insofar as they have been incorporated.
- 4.7 If the customer does not arrive, departs early or does not use agreed services, such as meals included in a package, the customer remains obliged to pay the agreed price for the entire booked stay. Subsection 4.3 applies accordingly.
- 4.8 Bookings of seven rooms or more are group bookings. The conditions agreed in the group contract take precedence for them, in particular regarding option periods, advance payments, rooming lists and partial cancellations. Unless otherwise agreed there, the customer shall send the hotel a rooming list no later than 14 days before arrival. Up to 30 days before arrival, the customer may reduce the number of rooms booked by up to 10% free of charge. For rooms cancelled after this date, subsection 4.3 applies.

5 Revocation by the hotel

- 5.1 If, for group bookings (subsection 4.8) or for options, it has been agreed that the customer may revoke the contract free of charge within a certain period, then the hotel has, for its part, the right to revoke the contract within this period if inquiries are made by other customers relating to the contractually reserved rooms and the customer, after a request by the hotel with a reasonable time limit, does not waive its revocation right or is not prepared to make a firm booking.
- 5.2 The hotel also has the right to revoke the contract if an advance payment or security agreed or required in accordance with subsection 3.6 and/or subsection 3.7 has not been paid after an appropriate period of grace set by the hotel has expired.

- 5.3 Further, the hotel has the right, for an objectively legitimate reason, to revoke the contract for extraordinary grounds, in particular in the event of
- force majeure or other circumstances for which the hotel is not responsible, which render performance of the contract impossible;
 - rooms and spaces being reserved by culpably providing material facts that are wrong or misleading or by failing to provide material facts; in this context the term material can mean the identity of the customer, the customer's ability to pay or the purpose of the stay;
 - the hotel having reasonable grounds to assume that the use of the service can jeopardise the smooth running of the business, the safety or public reputation of the hotel without this being attributable to the area of responsibility or organisation of the hotel;
 - the purpose of or the reason for the stay being in violation of the law;
 - a breach of subsection 1.2.
- 5.4 Revocation by the hotel that is justified does not give the customer the right to claim damages. If, in the event of revocation under subsection 5.2 or 5.3 above, the hotel has a claim for damages against the customer, the hotel can claim this as a flat rate. In this case, subsection 4.3 shall apply accordingly.

6 Making the room available, occupancy, arrival and departure

- 6.1 The customer does not acquire a right to the provision of specific rooms unless this has been explicitly agreed in text form.
- 6.2 The reserved rooms shall be available for use by the customer from 3:00 p.m. on the agreed date of arrival. The customer has no right to earlier availability.
- 6.3 The rooms shall be vacated and available for use by the hotel by 11:00 a.m. at the latest on the agreed departure date. After this time, as the room was vacated late, the hotel has the right to charge for the room use exceeding that which was contractually agreed in an amount of 50% of the full accommodation price up until 6:00 p.m. and 90% after 6:00 p.m. (price as per price list). This does not give rise to contractual rights of the customer. The customer is at liberty to demonstrate that the hotel did not acquire a claim for compensation for use or acquired a significantly lower claim.

- 6.4 If no later arrival has been agreed and the booking is not guaranteed by advance payment or credit card, the hotel may let the rooms otherwise from 6:00 p.m. on the day of arrival. Guaranteed bookings are held until 11:00 a.m. on the following day.
- 6.5 If the hotel is exceptionally unable to provide a booked room, for example due to overbooking or a technical fault, it will provide the customer with accommodation of at least equivalent standard, preferably at Seegut Zeppelin, Ziegelstraße 5, 88048 Friedrichshafen, or at a hotel of the same category nearby. The hotel bears any additional accommodation costs and the transfer. If the relocation is unreasonable for the customer, the customer may withdraw from the contract; payments already made will be refunded. Further claims of the customer remain unaffected.
- 6.6 The rooms may only be used by the registered guests and up to the maximum occupancy permitted for the room category. If further persons are to stay overnight, they must be registered at reception in advance. The hotel charges the applicable price for an additional person. Visitors who are not registered as guests may not stay overnight in the room.
- 6.7 On arrival, including as part of the digital check-in, the customer shall provide the information required under the Federal Registration Act (Bundesmeldegesetz) and the statutes on the visitor's tax of the city of Friedrichshafen. Foreign guests shall present a valid identity document. As long as legally required information is missing, the hotel may refuse to hand over the room.
- 7.2 Hotel Maier is a non-smoking hotel. Smoking, including e-cigarettes and comparable products, is prohibited in all buildings, rooms and public areas, on all balconies and terraces and out of the windows. It is only permitted at the designated smoking areas at the entrance to the main building (Stammhaus) and at the entrance to the Hofhaus. The consumption of cannabis is prohibited throughout the premises.
- 7.3 Anyone who culpably breaches subsection 7.2 shall bear the costs of special cleaning; the hotel charges a flat rate of EUR 250 for this. If the room cannot be let as a result of the breach, the customer shall additionally compensate the lost room rate for the nights concerned. If the breach triggers a fire alarm or a fire brigade call-out, the customer shall bear all resulting costs. The customer is at liberty to demonstrate that no loss or a lower loss has occurred.
- 7.4 For fire safety reasons, charging and storing batteries of e-bikes, pedelecs, e-scooters and comparable vehicles in the rooms is not permitted. Batteries can be charged at the covered bicycle stands.
- 7.5 The customer is liable in accordance with the statutory provisions for damage to or loss of furnishings and inventory culpably caused by the customer, fellow travellers or visitors. For items not returned, the hotel charges the replacement value.
- 7.6 In addition, the Hotel Maier house rules, including the dog rules, apply in the version valid at the time the contract is concluded. They can be viewed at www.hotel-maier.de/en/general-terms-and-conditions/ and at reception.

7 House rules

- 7.1 Dogs are welcome at Hotel Maier after prior registration and our confirmation, with a maximum of two dogs per room. We are unable to accommodate dogs in our traditionally furnished rooms. We charge EUR 30 per dog per night, excluding food. Dogs must be kept on a lead inside the hotel; in all other respects our dog rules apply. The owner is liable in accordance with the statutory provisions for damage caused by their dog. If special cleaning is required because of the dog, we charge a flat rate of EUR 250; the customer is at liberty to demonstrate that no or lower costs were incurred. Assistance dogs within the meaning of section 12e of the German Disability Equality Act (BGG) are always welcome free of charge.

8 Liability of the hotel

- 8.1** The hotel is liable for damage for which it is responsible resulting from injury to life, body or health. It is further liable for other damage which is based on an intentional or grossly negligent breach of duty of the hotel or on an intentional or negligent breach of duties of the hotel typical of the type of contract. Duties typical of the type of contract are those duties which enable the proper execution of the contract altogether and which the customer relies on and is able to rely on being performed. A breach of duty of a statutory representative or vicarious agent of the hotel is equivalent to a breach of duty of the hotel. More far-reaching claims for damages are excluded unless otherwise provided for in this section 8. If there should be any disruptions or deficiencies in the services of the hotel, the hotel shall endeavour to remedy this when it has knowledge thereof or upon a complaint being made without undue delay by the customer. The customer is obliged to contribute what can reasonably be expected in order to remedy the disruption and minimise possible damage.
- 8.2** The hotel is liable to the customer in accordance with the statutory provisions for items brought with the customer. The hotel recommends the use of the hotel or room safe. If the customer wishes to bring money, securities or valuables valued at over EUR 800 or other items valued at over EUR 3,500, a separate safekeeping agreement must be entered into with the hotel. Claims lapse if the customer does not notify the hotel of the loss, destruction or damage without undue delay after becoming aware of it (section 703 BGB).
- 8.3** If the customer is provided with a parking space in the hotel car park, a custody contract is not concluded as a result. Parking spaces are subject to availability; there is no entitlement to a parking space. If vehicles parked or manoeuvred on the hotel premises or the contents thereof are lost or damaged, the hotel is only liable in accordance with sentences 1 to 4 of subsection 8.1 above.
- 8.4** Wake-up calls are made with great care by the hotel.

- 8.5** Messages for customers are treated with care. After prior agreement with the customer, the hotel can accept, store and, if desired, forward for a charge mail and consignments of goods. In this connection the hotel is only liable in accordance with sentences 1 to 4 of subsection 8.1 above.
- 8.6** Items left behind by the customer will only be forwarded on request and at the customer's risk and expense. The hotel keeps them for six months. After this period, items of recognisable value are handed over to the lost property office of the city of Friedrichshafen; other items are recycled or disposed of. Perishable goods and toiletries are not kept.

9 Final provisions

- 9.1** Alterations and supplements to the contract, to acceptance of the application and to these General Terms and Conditions shall be made in text form. Unilateral changes or supplements are ineffective.
- 9.2** If the customer is a merchant or a legal entity under public law, the courts of Friedrichshafen have exclusive jurisdiction. The hotel can, however, at its election, also bring legal action against the customer at the place of the customer's registered office. This also applies to customers not covered by sentence 1 above if they do not have their registered office or place of residence in an EU member state.
- 9.3** German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 9.4** Notice pursuant to section 36 of the German Consumer Dispute Resolution Act (VSBG): Hotel Maier GmbH is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.
- 9.5** Should individual provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. Otherwise the statutory provisions apply.
- 9.6** Information on the processing of personal data can be found in the privacy policy at www.hotel-maier.de/en/privacy-policy/.

This is a translation. In case of doubt, the German version takes precedence.