

GENERAL TERMS AND CONDITIONS (GTC) – HOTEL CALAMUS *****

(Alexander Schreibeisen GmbH & Co. KG – as of April 2025)

1. Scope of Application

These GTC apply to all contracts for the temporary rental of hotel rooms and holiday apartments for accommodation purposes between Alexander Schreibeisen GmbH & Co. KG (Hotel Calamus *****S) and third parties (“Guest”), as well as to all other services and deliveries provided by Hotel Calamus *****S (“Accommodation Agreement”).

2. Reservations

By making a reservation, the Guest offers to conclude an Accommodation Agreement. If the reserved room/apartment is available, Hotel Calamus *****S will issue a booking confirmation, thereby forming a binding contract.

Offers regarding available rooms/apartments are subject to change and non-binding. Hotel Calamus *****S reserves the right to refuse a booking at its sole discretion and may apply standard industry restrictions such as minimum stays, booking guarantees, or deposits. There is no entitlement to accommodation in a specific room/apartment.

3. Cancellation Deadlines

A reservation is deemed “guaranteed” when secured by providing a credit card. Guaranteed reservations may be cancelled free of charge until 6:00 p.m. on the arrival date. After this time, cancellation is excluded, and the hotel retains the right to the agreed payment minus any saved expenses. The same applies to no-shows.

For guaranteed bookings over multiple nights, non-arrival will result in cancellation of all subsequent nights from the second night onwards.

Non-guaranteed reservations (no payment guarantee provided) are held until 6:00 p.m. on the arrival date, after which they expire without charge.

4. Room Rates and Other Prices

The rates valid at the time of contract conclusion apply. All prices are gross and include statutory taxes and charges, excluding local taxes (e.g., tourist tax) payable by the Guest.

In the event of changes to tax rates, charges, or the introduction of new taxes or charges after contract conclusion, Hotel Calamus *****S reserves the right to adjust prices accordingly. For consumer contracts, this applies only if more than four months have elapsed between contract conclusion and adjustment.

5. Payment Terms

The total price for booked accommodation must always be paid in advance, at the latest upon arrival. Offsetting claims is only permitted if undisputed or legally established. Accepted payment methods: cash in EUR, EC card, MasterCard, Visa, Diners, American Express. Payments are processed using the secure 3D Secure 2.0 authentication procedure.

6. Use of Reserved Rooms/Apartments

Rooms/apartments are available from 3:00 p.m. on the arrival date and must be vacated by 11:00 a.m. on the departure date. Late check-out may be arranged in advance, subject to availability, at €10.00 per started hour. Departures after 3:00 p.m. will be charged the full daily rate. There is no contractual entitlement to late check-out.

7. Resale

The resale, subletting, or transfer of booked rooms/apartments requires prior written consent from Hotel Calamus ****S. Assigning or selling claims against the hotel is prohibited. In such cases, Hotel Calamus ****S is entitled to cancel the booking, especially if false information regarding the booking or payment has been provided. Use of the room/apartment for purposes other than accommodation is expressly prohibited.

8. Liability of Hotel Calamus ****S

Hotel Calamus ****S is liable for damages arising from injury to life, body, or health caused by its fault, as well as for other damages caused intentionally or through gross negligence, including breaches of essential contractual obligations.

The same liability applies to the hotel's legal representatives, employees, or agents. Additional claims for damages are excluded unless otherwise provided in these GTC.

The Guest must promptly notify the hotel of any defects or disruptions and take reasonable measures to minimise damage. The Guest must also inform the hotel in advance if there is a risk of unusually high damage.

Liability for items brought into the hotel is governed by statutory provisions. Claims expire if not reported immediately upon discovery. Items exceeding €800 in cash, securities, or jewellery, or other items exceeding €3,500 in value, require a separate written safekeeping agreement.

The provision of parking spaces does not constitute a storage agreement; no monitoring obligation exists. The hotel's liability is as per this clause. Damages must be reported immediately; obvious damages must be reported before leaving the parking area. The hotel is not liable for damages caused solely by third parties.

All claims against the hotel generally expire within one year from the statutory limitation start date, except for injury-related or grossly negligent/intentional claims.

9. Termination of the Accommodation Agreement

Hotel Calamus ****S may terminate the contract for good cause, including:

- (i) force majeure or circumstances beyond its control preventing fulfilment;
- (ii) bookings made with misleading or false information or concealment of essential facts (e.g., identity, financial status, purpose of stay);
- (iii) reasonable grounds to believe that the stay would jeopardise the hotel's smooth operation, safety, or public reputation;
- (iv) unlawful purpose of stay; or
- (v) resale, subletting, or transfer in violation of clause 7.

10. Vouchers

Vouchers purchased from Hotel Calamus ****S can be redeemed at the Cala Hotel Restaurant & Bar, Sensapolis Indoor Play & Climbing Park, Julia's Restaurant, CalaSpa wellness area (incl. bistro & bar), and the Chattanooga Sportsbar. Remaining balances remain valid for three years from the issue date. Vouchers are non-refundable, non-transferable, not exchangeable for cash, and cannot be used for online payments. The purchaser is responsible for providing correct contact details for delivery.

11. Outside Food and Beverages

Consumption of outside food and drinks is prohibited in public hotel areas. Breakfast may only be eaten in designated public areas (bar, lounge). Taking away breakfast items is not permitted. Cooking in hotel rooms is prohibited (holiday apartments are equipped with a kitchenette).

12. Non-Smoking Policy

Hotel Calamus ***** is entirely non-smoking. Smoking in rooms or public areas will incur a €500 cleaning/damage fee, adjustable if actual costs differ.

Tampering with safety devices, especially smoke detectors, is considered a deliberate safety violation and may lead to legal action and immediate termination of the stay.

If a Guest is observed actively smoking indoors by staff, a €100 contractual penalty may be charged, regardless of whether a smoke detector is triggered.

13. Pets

Bringing pets requires prior approval. Pets must be supervised, healthy, and pose no danger. Pets are not permitted at breakfast or in the hotel bar. A fee of €15 per night applies, except for guide dogs, hearing dogs, and comparable service animals, which may stay free of charge.

14. Special Payment and Cancellation Conditions

For group bookings (over 10 rooms), allotment contracts, or defined periods, separate payment and cancellation terms apply as stated during booking or in the booking confirmation.

15. Data Protection

The privacy policy is available at: <https://www.hotel-calamus.de/de/infos-service/datenschutzerklaerung/>

16. EU Consumer Dispute Resolution

The European Commission's Online Dispute Resolution (ODR) platform is available at: <https://www.ec.europa.eu/consumers/odr>.

Hotel Calamus ***** is currently neither willing nor obliged to participate in dispute resolution before a consumer arbitration board.

18. Final Provisions

Amendments or additions to the Accommodation Agreement or these GTC must be in text form. Unilateral changes by the Guest are invalid.

The place of jurisdiction for all disputes arising from the contractual relationship, where the Guest is a merchant or legal entity under public law, is Kehl, Germany. German law applies. The UN Convention on Contracts for the International Sale of Goods does not apply.

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