



I. Area of Application

1. These General Terms and Conditions (GTCs) apply to rental agreements for hotel rooms for the purpose of accommodation and to all other services and supplies provided by the hotel to the customer. Contracts for the rental of conference, banquet and event rooms for the purpose of holding events such as banquets, seminars and conferences, as well as for all related services and supplies, are subject to the 'General Terms and Conditions for Conference, Banquet, and Event Rentals at the Stadthotel Münster'.

2. The subletting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, requires the hotel's prior written consent.

3. The contractual partner's general terms and conditions do not apply. Any supplementary terms and conditions of the customer are also excluded, unless their validity was agreed in writing prior to the conclusion of the hotel room rental contract.

4. Unless expressly agreed otherwise, these 'General Terms and Conditions' also apply to all future contracts with the customer falling within the scope of Section I.1.

II. Conclusion of the Contract and Contractual Partners

1.1. Offers made by the hotel are always subject to change and non-binding, unless the hotel has designated or confirmed them as binding, at least in writing.

1.2. In the case of an online enquiry regarding hotel services (e.g. via the hotel's website or a booking platform), the contract is concluded when the hotel sends a booking confirmation (at least in writing) based on the customer's request.

1.3. In the case of a telephone enquiry regarding hotel services, the contract is concluded when the customer confirms the hotel's booking offer (provided at least in writing) either verbally or by implied conduct.

1.4. The contract is concluded at the latest upon the customer's arrival (completion of check-in and assignment of the room).

2. The contractual partners are the hotel and the customer. If a third party has made a booking on behalf of the customer, that third party shall be jointly liable with the customer to the hotel for all obligations arising from the hotel accommodation contract, provided the hotel has received a corresponding declaration from the third party.

3. If the contractual partner enters into a so-called room allocation contract, the contractual partner is liable for all damage caused by the end user.

III. Services, Prices and Payment Terms, Security, Offset

1. Rooms are available exclusively for accommodation purposes.

2. The contractual partner is obliged to pay the hotel's prices, as set out in the valid booking confirmation, for the accommodation and any other services and supplies utilised by them, unless otherwise agreed. This also applies to services and expenses incurred by the hotel on behalf of third parties at the customer's request.

3. The agreed prices include the applicable statutory value added tax (VAT). The hotel reserves the right to adjust prices in the event of any future statutory changes affecting tax or other levies.

4. The hotel may also amend the prices if the customer subsequently requests changes to the number of rooms booked, the hotel's services, or the customer's length or dates of stay, and the hotel agrees to this.

5. Unless other payment terms have been expressly agreed, the hotel's invoices are due for payment immediately upon receipt, without any deductions. The customer will be in default if they fail to make payment within ten days of receiving the invoice.

6.1 The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract. The security deposit may be provided in the form of a credit card guarantee using a valid credit card in the customer's name, or by leaving a cash deposit at the hotel reception.

6.2. The security deposit serves to cover all claims arising from the customer's business relationship with the hotel. Once the hotel's claims have been settled in full, the customer may request the reimbursement of the security deposit.

6.3. In justifiable cases, such as an extension of the booked services or the customer's failure to make payment, the hotel is entitled, even after the contract has been concluded and up until the start of the stay, to demand an advance payment or security deposit in accordance with Clauses III.6.1. and III.6.2., or a reasonable increase in an advance payment or security deposit already provided.

6.4. If a reasonable advance payment or security deposit has not been provided in accordance with Sections III.6.1–6.3 above, the hotel may demand this no later than the start of the customer's stay.

6.5. In the case of advance payments or security deposits for package holidays, the statutory provisions remain unaffected.

7. The customer may only offset a claim against a claim by the hotel if that claim is undisputed or has become final and binding.

IV. Rooms: Allocation, Handover and Return

1. The customer is not entitled to demand specific rooms.

2. Booked rooms are available to the customer from 3:00 pm on the agreed day of arrival. The customer is not entitled to earlier access.

3. On the agreed day of departure, customers must vacate their rooms and return them to the hotel by 12:00 noon at the latest. If customers fail to vacate their rooms by this time, the hotel is entitled to charge 50 % of the room rate for the additional use of the room until 3:00 pm, and 100 % from 6:00 pm onwards.

V. Smoking Ban

1. The Stadthotel Münster is a non-smoking hotel. The customer agrees to comply with the strict smoking ban in force throughout the hotel premises.

2. In the event of a breach of the smoking ban, the hotel is entitled to charge the customer a flat-rate cleaning fee of at least €120.00. This does not affect any further claims by the hotel, in which case the flat-rate sum shall be offset against such claims. In individual cases, the customer may provide evidence that the hotel has suffered no damage, or only significantly less damage, as a result of the breach of the smoking ban.

3. The hotel expressly points out that every area of the building is equipped with fire alarms. Should the fire alarm be triggered due to the customer's negligence, the customer is obliged to reimburse the hotel for the costs incurred.



VI. Pets

1. Customers are only permitted to bring and accommodate pets if they have given the hotel explicit prior notice, specifying the type and size of the pet, and only in the Economy, Business, and Comfort room categories. The hotel reserves the right, in individual cases, to refuse to accommodate pets even in these room categories. In such cases, the hotel will inform the customer of the refusal without delay.

2. The customer must ensure that any pets brought with them are free from disease and do not otherwise pose a risk to other hotel guests, hotel staff, or the hotel's property.

3. Pets are not permitted in the hotel restaurant, the hotel bar, or the hotel's sauna and fitness areas.

4. The hotel is entitled to charge the customer a flat rate of €20.00 (per pet per night) for accommodating a pet. This does not affect the hotel's right to charge the customer for any additional costs incurred in individual cases, against which the flat rate will be offset (e.g., cleaning costs).

5. The customer is obliged to compensate the hotel for any damage caused as a result of bringing and/or accommodating a pet. Should third parties assert claims against the hotel as a result of the customer bringing or accommodating a pet, the customer is obliged to reimburse the hotel for such claims.

6. Clauses 1 and 3 above in this Section VI do not apply to customers bringing and accommodating pets they depend on in their daily lives (e.g. guide dogs or similar assistance dogs).

The hotel must be notified of the intention to bring such pets when the contract is concluded, specifying the type and size of each pet.

Clause VI.5 applies to the aforementioned pets, provided that the customer is not liable for damages or compensation if the customer exercised the care reasonably expected in such circumstances while supervising the pet, or if the damage would have occurred even had such care been exercised.

VII. Liability and Statute of Limitations

1. The hotel's liability is governed by Sections 701–703 of the German Civil Code (BGB). In all other respects, the hotel's liability is excluded unless the damage results from an intentional or grossly negligent breach of duty on the part of the hotel. This limitation of liability does not apply to damage resulting from the hotel's negligence causing death, bodily injury or damage to health.

2. Where a parking space is provided to the customer in the hotel garage or in a hotel car park, even for a fee, this does not constitute a contract of safekeeping. The hotel shall not be liable in the event of the loss of or damage to parked motor vehicles or their contents, unless the damage is due to a deliberate or grossly negligent breach of duty on the part of the hotel.

3. The hotel performs wake-up calls with the utmost care. Claims for damages are excluded unless the damage is caused by gross negligence or wilful misconduct on the part of the hotel.

4.1. Lost property is retained by the hotel for a period of six months from the date it is found.

4.2. Lost property belonging to the customer will be shipped only at the customer's express request; in such cases, the customer will bear the shipping costs. If an item of lost property is not suitable for shipping, the customer will be asked to collect it from the hotel premises.

4.3. The hotel may, at its reasonable discretion, store perishable items or items that are unsuitable for long-term storage for a shorter period.

5. The regular limitation period for all claims by the customer is one year. Regardless of whether the customer was aware of the claim or unaware of it due to gross negligence, all claims become void at the latest five years after they arise.

VIII. Cancellation by the Customer

1. Any cancellation of the hotel accommodation contract by the customer must be made in writing and requires the hotel's consent. If this is not done, the agreed price under the contract must be paid even if the customer does not use the contractual services.

2. In the event that the customer does not use the services provided, the hotel shall offset the income generated from letting the rooms to other customers, as well as any expenses saved.

The customer is entitled to prove that no loss has been incurred or that the loss incurred by the hotel is less than the flat-rate charge demanded.

3. Calculation of cancellation charges: The hotel is entitled to charge for any losses it incurs, which the customer must reimburse. The customer agrees to pay 90 per cent of the agreed price for accommodation, with or without breakfast.

In the event of a no-show, or of early departure with no possibility of re-letting the room, the hotel is entitled to charge 90 per cent of the agreed price for accommodation, with or without breakfast.

4.1. In the event of a group booking comprising more than 55 room nights, the customer is entitled to cancel the booking in accordance with the following terms and conditions. For the purposes of this clause, a room night is defined as the booking of a room for one night's accommodation (e.g. a joint booking of single rooms for six people, each staying for ten nights = 60 room nights)

- up to 56 days before arrival/start of the event
100% of the agreed total volume free of charge;
- 55 to 42 days before arrival/start of the event
50% of the agreed total volume free of charge;
- 41 to 21 days before arrival/start of the event
25% of the agreed total volume free of charge;
- 20 to 7 days before arrival/start of event
10% of the agreed total volume free of charge.

4.2. The right to cancel in accordance with Clause VIII.4.1. may be exercised only once for each group booking.

4.3. In the case of a group booking comprising more than 55 room nights, the customer is also entitled to:

- cancel up to two of the booked room nights free of charge between 6 and 2 days before arrival;
- cancel up to a further two of the booked room nights free of charge by 6.00 pm on the day of arrival.

IX. Cancellation by the Hotel

1. Insofar as a right of cancellation on the part of the customer has been agreed in writing, the hotel is entitled, during the agreed cancellation period, to cancel the contract if there are enquiries from other customers regarding the rooms booked under the contract and the customer does not waive their right to cancel when asked to do so by the hotel.



2. If an agreed advance payment is not made even after a reasonable grace period set by the hotel has expired, the hotel is also be entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to withdraw from the contract on objectively justified grounds, for example, if
 - force majeure or other circumstances beyond the hotel's control render the fulfilment of the contract impossible,
 - rooms are booked on the basis of misleading or false information regarding important facts, e.g. concerning the customer's identity or the purpose of the stay,
 - the hotel has reasonable grounds to believe that the use of the hotel's services may jeopardise the smooth running of the business, the safety or the hotel's public reputation, without this being attributable to the hotel's authority or organisational control.
4. The hotel is obliged to inform the customer immediately of the cancellation and the reason for it, and to refund any advance payments made without delay.

X. Commission / Voucher / Invoice

1. A commission will only be granted on a case-by-case basis, upon request, and subject to an express agreement made in writing at the very least.
2. Vouchers will only be accepted following a prior enquiry from the travel agency.
3. The details provided by the customer at the time of booking form the basis for invoicing. Any changes to the invoice for which the hotel is not responsible will incur a charge of €10.00 per change.

XI. Final Provisions

1. The exclusive place of jurisdiction for commercial transactions – including disputes relating to cheques and bills of exchange – is the hotel's registered office. If the contractual partner fulfils the requirements of Section 38(1) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany, the place of jurisdiction shall be the hotel's registered office.
2. Should any individual provision of these General Terms and Conditions for the Hotel Room Rental be or become invalid or void, this will not affect the validity of the remaining provisions.
3. The operator is under no obligation to participate in dispute resolution proceedings before a consumer arbitration board.