



General Terms and conditions

I. Scope of application

1. These terms and conditions shall apply to any rental provision of hotel rooms for accommodation purposes and to any further services provided by the hotel to its customers.
2. Subletting of the provided rooms for other than accommodation purposes require prior written consent of the hotel.
3. Terms and conditions of the customer shall only be applicable if they have been the subject of an express prior written agreement.

II. Contract conclusion, contracting parties, limitation of contractual liability and limitation period

1. The accommodation contract becomes effective upon acceptance of the customer's booking request by the hotel. At its own discretion, the hotel may confirm the room reservation in writing.
2. Contracting parties are the booked hotel, hereinafter referred to as "the hotel", and the customer. If a third party placed the order on behalf of the customer, the third party and the customer shall be liable as joint and several debtors to the hotel for all obligations arising from the accommodation contract.
3. The hotel shall be liable for its obligations arising under the accommodation contract. However, for deficiencies in areas not typical of its performance, this liability is limited to cases involving intent or gross negligence of the hotel.
4. All claims asserted by the customer against the hotel shall become time-barred after six months.
5. The above mentioned limitations of liability and limitation period also apply in favor of the hotel in case of infringement of pre-contractual duties or positive breach contract.

III. Performances, rates, payment, set off

1. The hotel is obliged, to hold the rooms booked by the customer and to provide the mutually agreed services.
2. The customer is obliged to pay the applicable room rates and for other services as agreed upon. This shall also apply to any services provided or expenses made by the hotel to third parties on customer's request.
3. The agreed rates include value-added tax. Increases of value added tax shall be borne by the customer. If the period between conclusion and performance of the contract exceeds four months, the hotel may raise the contractually agreed rates to a reasonable extent but not more than 10%, if the generally charged rates for such services have increased.
4. The hotel may also adjust the agreed rates, if it gives consent to changes requested by the customer after conclusion of the contract such as amending the number of booked hotel rooms, the length of stay or hotel services to be provided.
5. Any invoice issued by the hotel without indication of a due date is payable without deduction within 10 days upon receipt of the given invoice. The hotel is entitled to declare its accrued receivables to be due at any time and to demand immediate payment thereof. In case of delayed payment, the hotel is entitled to charge 5% interest above base interest rate. Each party, the hotel and the customer, can claim lower or higher damages.



6. Considering the law on package travel, the hotel is entitled to demand adequate advance or security payments when the contract is concluded or thereafter. The amount and payment deadlines of advance or security payments shall be agreed upon in the contract.
7. The customer may offset or reduce a claim of the hotel only with an indisputable or legally binding claim.

IV. Rescission by the customer (cancellation, no show)

1. Customer's rescission of the concluded contract requires the hotel's written consent. If the hotel does not confirm customer's rescission in writing, the contractually agreed rate must be fully paid, even in case the customer does not avail himself of the contractual services. This does not apply in case of performance default of the hotel or other cases in which the hotel is at fault.
2. If hotel and customer contractually agreed upon a deadline for charge-free rescission of the contract, the customer may rescind from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of rescission expires, if he does not exercise his right of rescission in writing by the agreed deadline, except in case of performance default of the hotel or other cases in which the hotel is at fault.
3. In case of cancellation by the customer without giving prior notice and without agreement with the hotel, the full reservation fee must be paid.
4. At its own discretion, the hotel may require the customer to compensate the incurred damages on a lump sum basis. Then, the customer is obliged to pay 90 % of the contractually agreed rate for lodging with or without breakfast, 70 % for half board and 60 % for full board arrangements. The customer shall be entitled to prove evidence to the extent that either no damages were incurred by the hotel or that damages incurred by the hotel were lower than the amount charged.

V. Rescission by the hotel

1. If the customer has a contractual right for charge-free rescission within a certain deadline, the hotel for its part is entitled to rescind the contract during that deadline, if other customers made booking requests concerning the reserved rooms and the customer does not waive his right of rescission upon inquiry of the hotel.
2. The hotel is entitled to rescind the contract, if an advance payment was not made within the agreed deadline, even after setting an appropriate additional payment period in connection with a notice of refusal.
3. Furthermore, the hotel has the right for extraordinary rescission of the contract for materially justifiable reasons, such as: force majeure or other circumstances for which the hotel is not responsible and which render impossible the fulfillment of the contract; if rooms have been booked with misleading or false information concerning essential facts such as identity of the customer or purpose of stay; or if the hotel has legitimate reason to assume that the use of hotel services might jeopardize the unobstructed business operations, the safety or the reputation in public, without being attributable to the hotel's sphere of control or organization; in case of violation of section I. paragraph 2., see above.
4. The hotel has to give immediate notification to the customer about exercising its right of rescission.
5. In case of justified rescission by the hotel, the customer shall have no further claims for compensation.



VI. Room availability, delivery and return

1. The customer does not acquire the right to be provided with specific rooms.
2. Booked rooms are not available to the customer before 3:00 p.m. on the agreed arrival date. The customer does not acquire the right to earlier availability of the booked rooms.
3. Rooms must be vacated and made available to the hotel not later than 12:00 noon on the agreed departure date. Thereafter, the hotel may charge 50 % of the full accommodation rate (list price), if the customer vacates the room later than contractually agreed but not later than 6:00 p.m. or 100%, if the customer vacates the room later than 6:00 p.m. The customer shall be entitled to prove evidence that either no damages were incurred by the hotel or that damages incurred by the hotel were lower than the charged amounts.

VII. Liability of the hotel

1. The hotel shall be liable for its contractual duties with the due diligence of a prudent businessman. However, its liability is limited to cases of deficiencies in areas not typical of its performance, damages, consequential damages or other service disruptions, which involve intent or gross negligence of the hotel. If deficiencies or other disruptions of the hotel services occur, the hotel will endeavor to take remedial action upon knowledge thereof or upon objection without undue delay by the customer. The customer is obliged to contribute reasonable assistance in the remedial action in order to minimize any possible damage.
2. For customer's movables and belongings brought into the hotel, the hotel shall be liable according to statutory provisions up to the hundredfold of the room rate, maximum EUR 3,000.00. For cash, securities or other valuables up to EUR 750,00. Cash, securities or other valuables can be kept in the hotel safe or room safe up to a maximum value of EUR 25,000.00. The hotel strongly recommends making use of this facility. Liability claims expire, unless the customer notifies the hotel of the loss, destruction or damage without undue delay according to German Civil Code section 703.
3. The unlimited liability of the hotel is governed by the statutory provisions.
4. If the customer is provided with a parking space of the hotel's parking lot or parking garage, no safekeeping agreement is concluded, even if a fee is charged. The hotel operator is only liable in case of intent or gross negligence and in accordance with the statutory provisions. The hotel cannot be held liable neither for motor vehicles parked or maneuvered on the hotel's property or parking facilities nor its content, if the damage is caused by a negligent breach of duty, which is not a cardinal duty. Cardinal duties are all essential contractual obligations, whose fulfillment is a prerequisite for the proper execution of the contract and upon which the contractual partner may regularly rely on. The liability for physical damages regarding life, body or health is not limited by this paragraph.
5. Wake-up calls are carried out by the hotel with greatest care. Claims for damages shall be excluded, except in case of intent or gross negligence.



VIII. Privacy

Leonardo Hotels Group respects the confidentiality of the personal data of its customers. Under no circumstances, we will disclose personal data to third parties without your consent, except when we transmit customer's name, email-address or credit-card information to the hotel of your choice or if disclosure of personal data is required by law. However, we reserve the right to disclose personal data to our affiliated group companies (in or outside the European Union), including our affiliated (group) companies' employees and trustworthy representatives and agents who need to have our permission to access this personal data in order to carry out our services as requested by our customers. For further information, please also note our privacy and cookie policy.

IX. Further Correspondence

By completing your booking, you agree to receive

1. an email, send to you after completing your booking process containing all relevant details of your booking, and
2. an email, we may send you after your stay in one of our hotels, inviting you to complete our guest review form.

Other than the email correspondence confirming your booking, relevant booking modifications or cancellation emails, guest review invitations and the emails for which you may have actively opted in, we shall not send you any further notices, emails or correspondence, unless you specifically agree otherwise.

X. Final provisions

1. Any amendment, supplement or alteration to the contract, the acceptance of booking or of these terms and conditions, including this provision, shall be valid only if made in writing. Unilateral amendments by the customer are not valid.
2. Place of performance and place of payment is the hotel's registered seat.
3. Exclusive jurisdiction - including check and exchange disputes - shall be the registered seat of the hotel.
4. German law shall be applicable.
5. Should individual clauses of these terms and conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. An invalid clause shall automatically be replaced with an effective and equivalent clause, which suits most the economic interests of the parties to the contract. Apart from that, the statutory provisions shall be applicable.
6. For meetings, conventions, banquets and other events, separate terms and conditions shall apply.
7. Children not older than 3 years are considered as infants / babies. Until the age of 12, the price for children is based on the child policy of each hotel.



Leonardo AdvantageCLUB Registration

1. By selecting the check box, you wish to join the Leonardo AdvantageCLUB, the loyalty program of Leonardo Hotels. The provided guest details of the booking will be used for the automatic registration of membership.
2. By joining the Leonardo AdvantageCLUB, you agree to the terms & conditions. Your personal login details will be sent to you in the booking confirmation.