

General Terms and Conditions

1. Scope of applicability

1. These General Terms and Conditions apply to agreements on the rental of hotel rooms for accommodation. These terms and conditions are displayed clearly in the hotel. By this fact alone, they are made sufficiently known to customers, parties to the rental agreement as well as third parties as stipulated by the provisions of the German Civil Code (BGB).
2. Subleasing or additional leasing of rented rooms, as well as the use of such rooms for purposes other than accommodation, shall require the prior written consent of the hotel.
3. The customer's General Terms and Conditions shall only apply if the parties to the agreement expressly agree to apply them.

2. Conclusion of contract

1. An agreement becomes effective when the customer's booking request is accepted by smartino. smartino is at liberty to confirm the booking in writing.
2. The contracting parties are smartino GmbH & Co.KG (smartino) and the customer or third party (guest). If a third party makes the reservation on behalf of the customer, the third party together with the customer shall be liable to smartino for all obligations arising from the hotel accommodation contract, provided that smartino is in possession of a declaration to that effect from the third party.

3. Reservation, services, prices, payment and billing

1. smartino is obligated to hold the rooms booked by the customer ready and to perform all services as agreed upon. The reservation for a room which has been booked but not yet paid is valid up until 6:00 p.m. on the date of arrival. Reserved rooms are available to the guest from 3:00 p.m. on the date of arrival and must be vacated by 11:00 a.m. on the date of departure. The guest shall not be entitled to demand provision of a certain room. The hotel reserves the right to rent the reserved room to other persons upon expiry of the reservation.
2. A guaranteed reservation is in place if the guest confirms the stay by means of a credit card number and a binding declaration of intent and does not cancel the reservation before 6:00 p.m. on the date of arrival. If the guest does not show, at least 90 % of the contractually agreed price of the stay booked shall be charged less any expenses saved.
3. The customer is obligated to pay the applicable or agreed prices for the accommodation and all additional services as agreed upon.
4. The applicable prices are gross total prices and include all statutory taxes, charges and duties. smartino reserves the right to adjust prices accordingly in case of changes in tax rates, charges and duties as well as new taxes, charges and duties previously unknown to the contract parties.
5. In addition, smartino may adjust prices if the customer requests subsequent changes to the number of guests or rooms or the term of stay and if smartino agrees to this.
6. Upon conclusion of the agreement or thereafter, smartino is justified to ask for reasonable payment in advance or a deposit, taking into account the statutory regulations concerning package tours.

7. The customer shall pay the total cost of the reserved stay in advance, and at the latest upon arrival at the hotel.
8. Valid means of payment are cash in euros, EC card/MasterCard, Maestro, VisaCard, V-Pay and Amex in euros.
9. The customer may only offset or reduce an undisputed or legally binding receivable owed by smartino against a receivable owed to smartino.

4. Withdrawal from contract by the customer (cancellation)

1. If a date has been set in writing between smartino and the customer for withdrawal from the contract without charge, the customer shall be entitled to withdraw from the contract up until the agreed date without incurring any claims for payment or compensation. Unless a special arrangement has been made, the customer shall only be entitled to cancel a reservation without charge up until 6 p.m. on the date of arrival. The customer's right of cancellation shall lapse if he/she does not exercise his/her right to withdrawal by notifying smartino in writing by the agreed date or by 6 p.m. on the date of arrival.
2. If rooms are not used by the customer, the hotel shall offset the income from renting the rooms to other parties and also for any expenses saved.
3. smartino is entitled to demand the contractually agreed amount of compensation and to make a flat-rate deduction for any expenses saved. In this case, the customer is obligated to pay 90 percent of the contractually agreed rate for overnight accommodation. The customer shall be entitled to provide proof that the aforementioned claim did not arise or that it did not arise to the extent claimed.

5. Rescission by the hotel

1. If it has been agreed that the customer can rescind within a defined period without incurring any charges, smartino is also entitled to withdraw from the contract within this period if inquiries have been received from other customers regarding the contractually reserved rooms and the customer does not waive his/her right to withdraw from the contract upon inquiry by the hotel.
2. If an agreed advance payment or an advance payment claimed pursuant to III (5) of these General Terms and Conditions is not paid by the due date, smartino is entitled to rescind the contract.
3. Furthermore, smartino is entitled to effect extraordinary cancellation of the contract on materially justifiable grounds, e.g if
 - force majeure or any other circumstance that is beyond the control of smartino renders fulfilment of the contract impossible
 - rooms are reserved by giving misleading or false statements concerning facts which are material to the contract, such as the customer's personal details or the purpose of the stay
 - the hotel has reasonable cause to assume that the customer's use of the hotel's services may be detrimental to the smooth running of the hotel, safety or the reputation of the hotel.

In the event of justified rescission by the hotel, the customer shall not be entitled to claim compensation for damages.

6. Liability of the hotel

1. The hotel is liable to the customer for property brought into the hotel in accordance with the statutory provisions, i.e., up to one hundred times the room rate up to a maximum of € 3,500 and for cash, securities and other valuables not exceeding an amount of € 800. Liability claims expire unless the customer notifies the hotel immediately after becoming aware of the loss, damage or destruction of his/her property.
2. The hotel does not accept responsibility for any items whatsoever brought into the hotel room by the guest and, therefore, does not accept any liability for the fate of such items. This applies in particular to valuables. Please note that the hotel does not offer any facilities for secure storage of items in a hotel safe or room safe. Any items brought into the hotel are therefore brought in at the guest's own risk. The hotel furthermore does not accept responsibility for any luggage, bags or other items left behind in rooms or designated luggage storage facilities following a guest's departure for collection at a later time.
3. Insofar as a parking space is provided to the customer in the hotel parking lot, this does not constitute a contract of safe custody even if a fee is charged. The hotel accepts no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property, nor the contents thereof, except in cases of wilful intent or gross negligence.
4. Objects or materials which are left behind in the hotel's generally accessible rooms, technical facilities and lounge shall not be considered to have been brought into the hotel.

7. Non-smoking inside the hotel

The smartino hotel is a non-smoking hotel. Smoking is therefore prohibited in both the hotel's public areas and in the guest rooms. The hotel shall, in case of violation, be entitled to charge guests EUR 350.00 in compensation for any additional cleaning costs incurred, as well as for loss of earnings if the hotel is unable to re-let the room in question. This also applies to costs incurred by a possible call-out of the fire brigade if a fire alarm is tripped by a guest smoking. The amount of the compensation for damages shall be set higher or lower if the hotel proves that the damages were higher or if the client proves that they were lower.

8. Food and drinks

It is prohibited to consume food and drinks obtained from outside the hotel inside the hotel's public areas. Breakfast may only be taken within the designated public areas (bar, lounge). Guests are prohibited from leaving the premises with any items offered as breakfast. The preparation of food in the hotel's rooms is prohibited.

9. Final provisions

1. Amendments or supplements to the contract, the acceptance of application or these General Terms and Conditions shall be made in writing. Unilateral changes or additions made by the customer shall be null and void.
2. The place of performance and payment is the location of the hotel.
3. The sole place of jurisdiction for all disputes arising between the parties to this contract is Schwäbisch Hall. If a contracting party meets the requirements set out under article 38 section 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany, the place of jurisdiction shall be Schwäbisch Hall.
4. German law shall apply.
5. If individual provisions of these General Terms and Conditions are found to be inapplicable to events or invalid, the validity of the remaining provisions shall not be affected. In all other respects statutory provisions shall apply.