

General Terms and Conditions

I. Scope of Application

1. These General Terms and Conditions apply to all contracts concluded with WENS HOTEL, Carl-Zeiss-Str. 24, 55129 Mainz-Hechtsheim (hereinafter referred to as the "Hotel"). Any terms and conditions other than those of the Hotel shall not become part of the contract, even if the Hotel does not expressly object to them.
2. The subletting or re-letting of the rooms and conference spaces provided, as well as their use for purposes other than the customary or agreed purposes, is not permitted and requires the prior written consent of the Hotel.

II. Conclusion of Contract

1. The accommodation contract is concluded upon the Hotel's acceptance of the customer's reservation. In the case of reservations made via the Hotel's own website or intermediary platforms such as HRS, booking.com, etc., the accommodation contract is likewise concluded upon the Hotel's acceptance of the reservation. This also applies accordingly to any additional services booked.
2. The contract for the rental of conference spaces and the agreement on further services for the organization of events is concluded upon the return of the signed offer by the customer within the option period stated in the offer. During this option period, the Hotel reserves the conference space for the customer. If the option period expires without acceptance by the customer, no contract shall be concluded.
3. Offers without an option date are non-binding and do not create any entitlement to reservation.
4. If, after the rental of conference spaces, it becomes apparent that the customer has misrepresented the true purpose of an event or failed to disclose material information, and it is unreasonable for the Hotel to adhere to the contract, particularly if the safety or reputation of the Hotel may be endangered, the Hotel may withdraw from the contract without any compensation claims.

III. Services, Prices, Payment, Price Adjustments

1. The Hotel is obliged to keep the rooms and conference spaces booked by the customer available and to provide the agreed services.
2. The agreed prices include the taxes and local charges applicable at the time the contract is concluded. Not included are local charges owed directly by the guest under municipal law, such as visitor's tax. If statutory VAT changes or local charges relating to the service are newly introduced, amended, or abolished after conclusion of the contract, prices shall be adjusted accordingly.
3. If the customer requests changes after conclusion of the contract, such as changes to the number of booked rooms, the number of event participants, the Hotel's services, or the duration of guests' stay, such changes shall only become part of the contract if approved by the Hotel.
4. Unless otherwise agreed, Hotel invoices are payable immediately and without deduction. The Hotel is entitled to require a reasonable advance payment or security deposit at the time of contract conclusion or thereafter. The amount and payment dates shall be specified in the offer, booking page, or contract.
5. The customer may only offset claims against the Hotel's claims if such claims are undisputed or legally established.

6. The customer agrees that invoices may be transmitted electronically.
7. In the case of ongoing contractual relationships with business customers, e.g., recurring conference space bookings, the Hotel reserves the right to adjust prices once per contract year in accordance with changes to the consumer price index published by the Federal Statistical Office.
8. For individual reservations, the total amount must be paid directly upon arrival. Exceptions apply to cost coverage agreements and framework contract companies.

IV. Guarantee of Individual Room Reservations

1. Reservations with arrival after 6:00 p.m. must be guaranteed for late arrival. A guaranteed reservation will be held until 11:00 a.m. on the day following the arrival date.
2. To secure a guarantee, an advance payment or another form of guarantee is required, e.g., a valid credit card or written confirmation of payment by a company.
3. The amount depends, among other things, on the duration of stay. The deposit/reservation will either be offset against any outstanding amounts owed by the guest at the end of the stay or refunded. Credit card pre-authorizations, if not converted into payment, usually expire after approximately 14 days. Depending on the issuing bank, this may occur earlier or later.

V. Cancellation and No-Show

1. Cancellations of individual reservations must be made either online via the booking page or by email to the Hotel. After check-in, the stay can no longer be adjusted free of charge.
2. Group reservation cancellations must be made in writing. If cancellation is not made within the agreed period, the agreed contractual price remains payable even if the customer does not use the contractual services. This does not apply in cases of default by the Hotel, impossibility of performance attributable to the Hotel, or if the Hotel can provide the services elsewhere to third parties.
3. If no right of withdrawal has been agreed or such right has expired, and no statutory right of withdrawal or termination exists, the Hotel retains the right to the agreed remuneration despite non-use of the service. The Hotel shall credit any income from re-letting the rooms and any expenses saved. If the rooms are not re-let, the Hotel may apply a flat-rate deduction for saved expenses. In this case, the customer is obliged to pay the proportional amount specified in the cancellation schedule in the offer. The customer is free to prove that no claim arose or that the claim is lower.

VI. Individual Room Reservations (Single Reservations)

1. Individual reservations booked via the Hotel's own website or directly at the Hotel may be cancelled free of charge up to 6:00 p.m. on the day of arrival. For cancellations after 6:00 p.m. and no-shows, a cancellation fee of 90% of the agreed total amount will be charged. For bookings via intermediary platforms, the cancellation conditions stated there shall apply.
2. Special offers and/or early booking rates are subject to special conditions: A 100% prepayment of the booked services is required at the time of reservation and will be charged to the provided credit card. Free cancellation is not possible. In the event of cancellation, the prepayment will be retained in full as a cancellation fee. Changes to reservation details are also not possible.

VII. Event Reservations, Group Reservations

1. If a cancellation deadline has been agreed in writing between the customer and the Hotel, the customer may withdraw from the contract until that date without triggering payment or compensation claims by the Hotel. The customer's right of withdrawal expires if not exercised in writing by the agreed deadline.

2. For cancellations after the contractually agreed deadline, the cancellation scales specified in the offer/contract shall apply.

VIII. Withdrawal by the Hotel

1. If the contract provides for an advance payment and the customer fails to make it on time and also fails to make payment within a reasonable grace period set by the Hotel, the Hotel may withdraw from the contract or claim damages for non-performance. The Hotel reserves the right to verify credit cards and conduct pre-authorizations. In the event of an invalid card, the customer will be notified and has 48 hours to provide a valid credit card. If this does not occur within this period, the Hotel has the right to withdraw from the contract and cancel the reservation.
2. Furthermore, the Hotel is entitled to withdraw from the contract if:
 - a) force majeure or other circumstances beyond the Hotel's control make performance impossible;
 - b) rooms or conference spaces are booked under misleading or false information regarding essential facts, e.g., the identity of the customer or the purpose of use;
 - c) the Hotel has justified reason to assume that use of the Hotel's services may jeopardize the smooth operation, safety, or reputation of the Hotel, without this being attributable to the Hotel's sphere of responsibility;
 - d) there is a violation of Section I, Paragraph 2 ("Scope of Application").
3. The Hotel must inform the contractual partner immediately of the exercise of the withdrawal right and, in the case of paragraph 2(a), refund any payments made. In cases under paragraph 2(b)–(d), refunds of advance payments shall be made taking into account any damage claims of the Hotel arising from breach of duty and/or contractual misuse. In the event of justified withdrawal, the customer shall have no claim for damages against the Hotel.

IX. Provision, Handover, and Return of Rooms and Conference Spaces

1. The customer acquires no right to the provision of specific rooms.
2. Reserved rooms are available from 3:00 p.m. on the day of arrival and must be vacated by 11:00 a.m. on the day of departure. Late check-out and/or early check-in are subject to availability and additional charges according to the current price list; no entitlement exists.
3. Within the reservation, the customer will be provided with conference space for the agreed number of persons for the contractually agreed period, unless a specific conference space has been booked. If the number of participants is reduced by more than 10%, the Hotel may change the confirmed rooms, taking into account any reduced room rental, unless this is unreasonable for the customer.

X. Provision of Alternative Accommodation

1. The Hotel may provide the contractual partner or guest with adequate alternative accommodation of equivalent quality if this is reasonable, particularly if the deviation is minor and objectively justified.
2. Any additional costs for alternative accommodation shall be borne by the Hotel.

XI. Warranty and Liability

1. The Hotel shall be liable for damages resulting from intentional or grossly negligent breaches of duty by the Hotel, as well as for damages resulting from intentional or negligent breaches of essential contractual obligations ("cardinal obligations"), i.e., obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely.

2. If the Hotel negligently breaches an essential contractual obligation, liability shall be limited to the foreseeable damage typical for the contract. Free room safes are available for money, securities, valuables, etc.
3. If defects occur in the Hotel's services, the Hotel shall remedy them upon knowledge or immediate complaint by the customer. The customer is obliged to inform the Hotel in good time of the possibility of exceptionally high damages.
4. The Hotel shall be liable for items brought into the Hotel by the customer in accordance with statutory provisions. The Hotel recommends use of the Hotel and room safes. If the customer wishes to bring in money, securities, or valuables worth more than EUR 800, or other items worth more than EUR 3,500, a separate safekeeping agreement with the Hotel is required.
5. The contractual partner (booker) is fully liable for all damages of any kind caused by arriving guests.

XII. Amendments to these Conditions

The Hotel is entitled to amend these terms and conditions vis-à-vis customers if this is necessary due to developments unforeseeable at the time of contract conclusion, which are beyond the Hotel's control and were not caused by the Hotel, in order to restore the equivalence between performance and consideration existing at contract conclusion, provided that essential contractual provisions (e.g., type and scope of services, termination) are not affected.

Changes are also possible if difficulties arise in the execution of the contract due to gaps in these conditions, e.g., if case law declares a clause invalid.

Changes to these terms shall be communicated to the customer in writing four weeks before taking effect. Business customers shall have a special right of termination in this case. If the customer does not terminate within four weeks after receipt of the amendment notice, the changes shall be deemed accepted. The customer shall be expressly informed of this in the amendment notice.

XIII. Miscellaneous

1. Dogs are permitted throughout the Hotel, except in the breakfast area.
2. Smoking is prohibited in all enclosed areas of the Hotel. Designated smoking areas equipped with ashtrays are available outside the Hotel. Smoking is only permitted in these areas. In the event of a violation, the Hotel is entitled to charge for special cleaning and room downtime costs.
3. Every guest is obliged to complete a registration form upon arrival and provide further documents if required by law or by official order.
4. Upon arrival, the guest is obliged to pay the full invoice amount in advance (exception: the company assumes the guest's full invoice and confirms this in writing).
5. The following payment methods are accepted: American Express, Visa, MasterCard, EC/Maestro card, and cash.

6. Severability Clause

If any provision of these Terms and Conditions is or becomes wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the legally permissible provision that comes closest in economic purpose to the invalid provision. The same applies in the event of a regulatory gap.

XIV. Final Provisions

1. Amendments or supplements to the contract or these terms and conditions must be made in writing.

2. Place of performance and payment is the registered office of the Hotel. If the customer is a merchant or entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), the exclusive place of jurisdiction shall be the Hotel's registered office.
3. If any provision of these Terms and Conditions is or becomes invalid, this shall not affect the validity of the remaining provisions.
4. All contractual relationships shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law provisions of private international law.

Cancellation Policy

Group Bookings

Up to 19 rooms:

Free cancellation up to 4 weeks before arrival. Thereafter:

- Up to 2 weeks before arrival: 50% of the agreed total amount
- Up to 1 week before arrival: 75% of the agreed total amount
- Less than 1 week before arrival: 90% of the agreed total amount
- No-shows: 90%

20 rooms or more:

Free cancellation up to 8 weeks before arrival. Thereafter:

- Up to 4 weeks before arrival: 50% of the agreed total amount
- Up to 2 weeks before arrival: 75% of the agreed total amount
- Less than 2 weeks before arrival: 90% of the agreed total amount
- No-shows: 90%

Event Bookings

Groups up to 15 persons:

Free cancellation and adjustment up to 4 weeks before arrival. Thereafter:

- Up to 2 weeks before arrival: 50% of the agreed total amount
- Up to 1 week before arrival: 75% of the agreed total amount
- Less than 1 week before arrival: 90% of the agreed total amount
- No-shows: 90%

Groups of 16 persons or more:

Free cancellation and adjustment up to 8 weeks before arrival. Thereafter:

- Up to 4 weeks before arrival: 50% of the agreed total amount
- Up to 2 weeks before arrival: 75% of the agreed total amount
- Less than 2 weeks before arrival: 90% of the agreed total amount
- No-shows: 90%

**General Terms and Conditions (GTC)
for the Use of Hotel Parking Spaces and Underground Parking Spaces**

§ 1 Scope of Application

1. These General Terms and Conditions apply to the use of the hotel's parking spaces and underground parking spaces (hereinafter referred to as the "Hotel") by hotel guests, visitors, and other authorized users (hereinafter referred to as "Users").
2. The use of the parking areas is exclusively governed by these GTC and the notices displayed on site.

§ 2 Subject Matter of the Contract

1. Subject to availability, the Hotel provides parking spaces and/or underground parking spaces for the temporary parking of motor vehicles.
2. A usage agreement is concluded upon entry to or use of the parking area.
3. A claim to a parking space exists only if expressly confirmed by the Hotel.

§ 3 Authorization of Use

1. Authorized users include hotel guests, their visitors, and other persons approved by the Hotel.
2. Use is permitted only for approved, roadworthy motor vehicles.
3. Motorhomes, trailers, or oversized vehicles may only be parked with the Hotel's express consent.

§ 4 Duration of Use

1. The use of a parking space is generally limited to the duration of the hotel stay or the agreed parking period.
2. After the agreed period has expired, the vehicle must be removed without delay.
3. If the permitted duration is exceeded, the Hotel is entitled to charge additional parking fees in accordance with the applicable price list.

§ 5 Parking Fees and Payment Terms

1. The amount of the parking fee is based on the Hotel's current price list or an individual agreement.
2. The parking fee must be paid no later than upon departure or before leaving the parking facility.

§ 6 Rules of Use

1. The provisions of the German Road Traffic Regulations (StVO) apply mutatis mutandis throughout the parking area.
2. The maximum permitted speed is walking pace unless otherwise indicated.
3. Emergency exits, rescue routes, access roads, and marked restricted areas must be kept clear.
4. Parking outside designated spaces is not permitted.
5. The storage of items, fuels, or hazardous substances in the parking space is prohibited.
6. Charging of electric vehicles is only permitted at designated charging stations.

§ 6a Use of Electric Charging Stations

1. Charging facilities for electric or hybrid vehicles are provided and may be used subject to availability and the technical capacity of the facility. There is no entitlement to availability or functionality of a charging station.
2. Charging stations may only be used for charging approved electric or hybrid vehicles. Charging other devices or using unauthorized adapters, extension cables, or technical aids is prohibited.

3. Users are obliged to use only technically sound charging cables and vehicles that comply with legal requirements and manufacturer specifications.
4. Charging is carried out at the user's own responsibility. The user must ensure that the vehicle is properly connected and does not pose a risk to persons, other vehicles, or the technical installation.
5. Charging sessions are billed according to the applicable price list of the external charging infrastructure operator. The prices valid at the start of the charging session apply.
6. After completion of the charging process, the vehicle must be removed from the charging space without delay. The Hotel is entitled to charge additional parking or blocking fees in accordance with the applicable price list if the space is occupied beyond the charging process.
7. The Hotel is not liable for damages caused by power interruptions, technical defects, operating errors, or charging interruptions, unless caused by intent or gross negligence.
8. The user is liable for all damages caused by improper use of the charging facility and shall indemnify the Hotel against third-party claims to the extent permitted by law.
9. The Hotel is entitled to restrict or temporarily suspend the use of the charging facilities at any time for operational, technical, or safety reasons.
10. The terms of use of the external charging station operator also apply to the actual charging process.

§ 7 Liability

1. The provision of a parking space does not include custody or supervision of the vehicle.
2. The Hotel is only liable for damages caused by intentional or grossly negligent conduct of the Hotel, its legal representatives, or vicarious agents.
3. In cases of slight negligence, the Hotel is only liable for breaches of essential contractual obligations and only for foreseeable, typical damages.
4. The limitation of liability does not apply in cases of injury to life, body, or health, or in cases of mandatory statutory liability.
5. The user is liable for any damage caused by them to the parking facility, technical equipment, or third-party vehicles.

§ 8 Safety and Operational Regulations

1. Instructions given by hotel staff must be followed.
2. Open flames, smoking, and handling of flammable or hazardous substances in the underground garage are prohibited.
3. The Hotel is entitled to temporarily close areas for safety reasons.

§ 9 Access and Entry Systems

1. Keys, cards, or transponders issued remain the property of the Hotel.
2. Loss must be reported immediately.
3. Replacement or exchange costs, particularly for security-related measures, shall be borne by the user if they are responsible for the loss.

§ 10 Right to Tow Vehicles

1. Unauthorized or improperly parked vehicles may be removed at the owner's or user's expense.
2. This applies in particular in cases of blocked emergency routes, hotel entrances, or reserved areas.

§ 11 Video Surveillance and Data Protection

1. The parking areas may be subject to video surveillance for security reasons.
2. Personal data is processed in compliance with applicable data protection regulations.

3. Further information can be found in the Hotel's privacy policy.

§ 12 Final Provisions

1. The law of the Federal Republic of Germany applies.
2. Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected.
3. To the extent permitted by law, the place of jurisdiction is the registered office of the Hotel.