

## **Terms and Conditions (GTC) for Hotel Accommodation Contracts**

### **I. Scope**

1. These terms and conditions apply to all contracts between the customer and hotel Forellenhof, Unterhofer Straße 20, 91719 Hechlingen am See, (hereinafter - Hotel -) for the rental use of hotel rooms for accommodation and all the services in this regard for the customer other services and Deliveries of the hotel (hereinafter - Hotel Accommodation Contract -).
2. Terms and conditions of the customer shall apply only if these are previously expressly agreed in writing.

### **II. Conclusion of contract and contractor**

1. The contract is concluded by the written or in writing (fax, email) adoption in the customer's application by the hotel. When ordering the hotel room on site at the hotel, or by phone, the hotel is at liberty to accept the application orally or through conclusive performance.
2. Contractual partners are the hotel and the customer. Has placed the order for Mom, he is liable to the hotel together with the customer as joint debtor for all obligations from the hotel accommodation contract.

### **III. Services, prices, payments, offsetting and assignment**

1. The hotel is obligated to keep the booked rooms and to provide the agreed services.
2. The customer is obligated to pay for the rooms provided and for other services used by him, the agreed or applicable hotel prices. This is also caused by the customer for services and expenses of the hotel to third parties.
3. The agreed prices include the applicable sales tax. Increases by law the tax included in the price, the hotel is entitled to adjust the agreed rates without prior consent of the customer.
4. Hotel invoices not showing a due date are within 7 days from receipt of invoice for payment. The hotel may demand the immediate payment of overdue receivables at any time by the customer.
5. The customer has not taken a room in claim if it has the announced guest not occupied by by 20.00 clock on the booking without the hotel later arrival of the guest has been informed in writing or by telephone before. The right to keep the rooms or beds expires at 20.00 clock or communicated different time.
6. The hotel is entitled, upon conclusion of contract by the customer or by the by clause II, point 2 the room ordered to require third parties a reasonable advance payment. The amount of the advance payment and payment dates may be agreed in the contract in writing. With advance payments or security deposits for package tours, the statutory provisions shall remain unaffected.
7. In justified cases, for example, The customer or by clause II, paragraph 2 delinquent room ordering third parties or expansion of the scope of the contract, the hotel is entitled to demand an advance payment or an increase in the agreed in the contract advance payment

up to the total agreed remuneration even after conclusion of the contract until the beginning of the stay ,

8. The hotel is also entitled to demand at the beginning of the stay by the customer a full price payment for current and future claims arising from the contract, insofar as such has not been in accordance with the above numbers 7 and / or 8 was done.
9. Payment can be in cash, by debit card, credit card (Mastercard, VISA), or in advance carried out by bank transfer.

#### **IV. Repudiation by Customer (Cancellation, Annulment) / Failure to Use Hotel Services (No Show)**

1. The client may withdraw from the contract concluded with the hotel with a period of 30 days prior to arrival date without triggering payment or reimbursement claims by the hotel.
2. Cancellation by the customer of the contract concluded with the hotel requires the written form. If this does not resign in the form provided, then the price agreed in the contract must also be paid if the customer does not take contractual services.
3. The right of rescission expires if he does not exercise his cancellation right in front of the hotel in writing to the specific number in 1 appointment.
4. If the customer unused rooms, the hotel must credit the income from renting the rooms and also for saved expenses Hotel
5. If the rooms are not otherwise rented, so is entitled to demand at least 80% of the contract value of the contract and to make a flat rate for the saved expenses of the hotel.
6. The contract value is agreed in the Hotel Accommodation Contract gross price for lodging with or without breakfast, but no additional services only mediated by a third party.

#### **V. Cancellation / termination right hotel**

1. The hotel is entitled to withdraw in the regulated for the customer in clause IV number 1 period from the contract if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not renounce further inquiry of the hotel his right to withdraw. The waiver must be in writing.
2. If an agreed advance payment or according clause III, points 7 and / or 8 demanded advance payment is not made even after a reasonable grace period set by the hotel, so is also entitled to rescind the contract.
3. Moreover, the hotel has the right / to extraordinary termination for justifiable cause exceptionally withdraw from the contract after the conclusion of the contract. An objectively justifiable reason exists in particular if
  - Force majeure or other circumstances beyond the hotel is not the performance of the contract impossible;

- Rooms culpably essential contractual basis of misleading or false information regarding facts, such as are posted on the person of the customer or the purpose of his stay;
  - The hotel has justified cause has to believe that use of the hotel's services might jeopardize the smooth operation, security or reputation of the hotel in public, without being attributable to the management or organization of the hotel;
  - The customer disturbs the domestic peace in spite of the warning so sustained that the adherence to the completion of the hotel accommodation contract the hotel can't be expected at the closed contract.
  - The contractual rooms are sublet in whole or in part without consent of the hotel or are left to a third party for use free of charge;
  - The purpose or the cause of the stay is illegal;
4. Upon justified cancellation by the hotel does not entitle the customer for damages.

#### **VI. Rooms ordering, delivery and return**

1. The customer has no right to be provided specific rooms insofar as this is not expressly agreed in text form.
2. Reserved rooms are available to the customer is usually from 13.00 clock on the agreed day of arrival. The customer has no right to earlier availability.
3. The customer is obliged to report damage discovered in the provided room immediately, otherwise it meets the burden of proof for not having caused the damage.
4. On the agreed day of departure the room must be presented to Hotel vacated at 10:00 clock at the latest available. Thereafter, the Hotel may charge due to the delayed vacating of the room for use exceeding the contractual time, 100% of the full accommodation rate (list price). Contractual claims of the customer shall be created thereby. The customer is at liberty to prove that the hotel incurred no or much lesser claim arose on usage fee.
5. The hotel is entitled to charge compensation for damage in the room, not contractual use and increased cleaning effort for unusual or wanton pollution.

#### **VII. Data protection, handling of personal data**

1. Personal data (name, address, bank details, telephone number) must be kept as part of the business correspondence.
2. In no case data will be used in an abusive manner or even to third parties.

#### **VIII. Final Provisions/ dispute settlement proceedings**

1. Amendments and supplements to the contract, the acceptance of these General Terms and Conditions should be made in writing. Unilateral amendments and supplements by the customer are invalid.
2. Place of performance and payment is the location of the hotel.
3. The exclusive jurisdiction - also for check and exchange disputes - for commercial transactions is the corporate seat of the hotel. Insofar as a contracting party fulfills the

requirements of § 38 para. 2 ZPO and has no general jurisdiction in Germany, the courts at the corporate headquarters of the hotels in Hechlingen am See.

4. German law applies.
5. Should individual provisions of these terms and conditions be invalid or void, so the validity of the remaining provisions shall not be affected. Otherwise, the statutory provisions apply.
6. The company does **not** participate in dispute settlement proceedings before a consumer sacking agency.  
EU Commission's online dispute resolution platform: <http://ec.europa.eu/consumers/odr>  
General Consumer Protection Office of the Center for Conciliation, Straßburger Straße 8, 77694 Kehl, Germany, phone: +49 (0) 7851 7957940, fax: +49 (0) 7851 7957941, mail (at) verbraucherschlichter.de, [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de) ".