



*Strandhotel Berg*

## **General Terms and Conditions for the Hotel Accommodation Agreement**

### **Strandhotel Berg**

#### **1. Scope**

1.1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation, as well as all other services and deliveries provided for the customer by the hotel.

1.2. The subletting or re-letting of the rooms provided as well as their use for purposes other than accommodation require the prior written consent of the hotel, whereby § 540 (1) sentence 2 BGB is waived, insofar as the customer is not a consumer.

1.3. General terms and conditions of the customer only apply if this has been expressly agreed in writing beforehand.

#### **2. Conclusion of contract, contract partners; Statute of limitations**

2.1. The contract is concluded by the written acceptance of the customer's request by the hotel. The hotel is free to confirm the room booking in writing.

2.2. The contractual partners are the hotel and the customer. If a third party has ordered for the customer, he and the customer are jointly and severally liable to the hotel for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.

2.3. All claims against the hotel generally become statute-barred one year from the beginning of the knowledge-dependent regular limitation period of § 199 (1) of the German Civil Code (BGB). Claims for damages become statute-barred after five years regardless of knowledge. The shortening of the limitation period does not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

#### **3. Services, prices, payment, offsetting**

3.1. The hotel is obliged to have the rooms available booked by the customer and to provide the agreed services.

3.2. The customer is obliged to pay the applicable or agreed prices of the hotel for the room rental and the other services used by him. This also applies to services and expenses of the hotel to third parties arranged by the customer.

3.3. The agreed prices include the respective statutory value added tax. If the period between the conclusion of the contract and the fulfilment of the contract exceeds four months and the price generally charged by the hotel for such services increases, the latter may increase the contractually agreed price appropriately, but not by more than 5%.

3.4. The prices may also be changed by the hotel if the customer subsequently requests changes to the number of guests booked, the number of rooms booked, the hotel's services or the length of stay of the guests and the hotel agrees to this.

3.5. Invoices of the hotel without a due date are payable within 10 days of receipt of the invoice without deduction. The hotel is entitled to make accrued claims due at any time and to demand immediate payment. In the event of default in payment, the hotel is entitled to demand the applicable statutory default interest of currently 8% or, in the case of legal transactions in which a consumer is involved, in the amount of 5% above the base interest rate. The hotel reserves the right to prove higher damages

3.6. The hotel is entitled to demand an appropriate advance payment or security deposit upon conclusion of the contract or thereafter, taking into account the legal provisions for package tours. The amount of the advance payment and the payment dates can be agreed in writing in the contract.

3.7. The customer can only offset or reduce a claim of the hotel with an undisputed or legally binding claim.



## *Strandhotel Berg*

### **4. Resignation of the customer (cancellation) / Failure to use the hotel's services**

4.1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If this is not done, the price agreed in the contract is to be paid even if the customer does not make use of the contractual services. This does not apply in the event of a breach of the hotel's obligation to take into account rights, legal interests and interests of the customer, if he can no longer reasonably be expected to adhere to the contract or if he is entitled to any other statutory or contractual right of withdrawal.

4.2. If an appointment for free withdrawal from the contract has been agreed in writing between the hotel and the customer, the customer can withdraw from the contract until then, without triggering payment or compensation claims by the hotel. The customer's right of withdrawal expires, if he does not exercise his right to withdraw from the hotel in writing by the agreed date, unless there is a case of withdrawal by the customer in accordance with number 4.1 sentence 3.

4.3. In the case of rooms not used by the customer, the hotel must offset the income from other rental of the rooms as well as the saved expenses.

4.4. The hotel is free to demand the contractually agreed remuneration and to flat-rate the deduction for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for bed and breakfast. The customer is free to prove that the above-mentioned claim has not arisen or has not arisen in the required amount.

4.5. All bookings made directly with the hotel can be changed or cancelled free of charge up to 7 days before your arrival date. If cancelled, modified or in case of no-show, 80% of the total amount of the booked services will be charged.

### **5. Resignation of the hotel**

5.1. If a right of free withdrawal of the customer has been agreed in writing within a certain period, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers for the contractually booked rooms and the customer does not waive his right to withdraw from the contract upon request of the hotel.

5.2. If an agreed advance payment or an advance payment requested in accordance with No. 3.6 is not made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

5.3. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example if force majeure or other circumstances for which the hotel is not responsible make the fulfilment of the contract impossible; rooms are booked under misleading or false indication of essential facts, e.g. the person of the customer or the purpose; the hotel has justified reason to believe that the use of the hotel service could endanger the smooth business operations, the security or the reputation of the hotel in public, without this being attributable to the control or organizational area of the hotel; there is a violation of clause 1.2 above.

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

### **6. Room provision, handover and return**

6.1. The customer does not acquire any claim to the provision of certain rooms.

6.2. Booked rooms are available to the customer from 3:00 p.m. on the agreed day of arrival. The customer is not entitled to earlier provision of the rooms.

6.3. On the agreed departure date, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. Thereafter, due to the late vacating of the room, the hotel can charge 50% of the full accommodation price (list price) for its use beyond the contract up to 6 p.m., from 6 p.m. 100% can be charged. This does not justify contractual claims by the customer. He is free to prove that the hotel has no or a significantly lower claim for usage fee.



## *Strandhotel Berg*

### **7. Hotel liability**

7.1. The hotel is liable with the care of a prudent businessman for its obligations under the contract. Claims for damages of the customer are excluded. Excluded from this are damages resulting from injury to life, body or health if the hotel is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by the hotel and damages based on an intentional or negligent breach of typical contractual obligations of the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Should disturbances or defects occur in the services of the hotel, the hotel will endeavor to remedy the situation upon knowledge or upon immediate complaint by the customer. The customer is obliged to contribute reasonably in order to remedy the disruption and to keep possible damage to a minimum.

7.2. The hotel is liable to the customer for items he brought in in accordance with the statutory provisions. Liability is excluded if the room or the containers from which items were stolen were unlocked. Liability for valuables is only assumed if they are deposited against receipt at the reception. Money must also be deposited against receipt at the reception. The hotel is liable for the correctness of the service description in brochures as well as for the proper provision of the contractually agreed services. The hotel is not liable for the services of a hotel brokered by it.

7.3. Insofar as the customer is provided with a parking space in a hotel parking lot, also for a fee, this does not constitute a custody contract. In the event of loss or damage to motor vehicles parked or maneuvered on the hotel property and their contents, the hotel is not liable, except in the case of intent or gross negligence. Number 7.1 sentences 2 to 4 apply accordingly.

### **8. Final provisions**

8.1. Changes or additions to the contract, the acceptance of the application or these terms and conditions for hotel accommodation must be made in writing. Unilateral changes or additions by the customer are ineffective.

8.2. The place of performance and payment is the registered office of the hotel.

8.3. The exclusive place of jurisdiction in commercial transactions – also for cheque and bill of exchange disputes – is the registered office of the hotel. If a contractual partner fulfils the requirement of § 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.

8.4. German law shall apply. The application of the UN Law on Contracts for the International Sale of Goods and the conflict of laws is excluded.

8.5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.