

## CONDITIONS OF GUEST ACCOMMODATION

Dear Guest,

if you choose to book accommodation with us, we will do our best to ensure that your stay is a pleasant one. To accomplish this aim, it is necessary that we, the host, and you, the guest, are aware of and have agreed to abide by the following rights and responsibilities. The following conditions, insofar as they have been agreed upon in accordance with all applicable laws, will effectively become part of the guest accommodation contract in the event that an overnight stay is booked with us. Therefore, we recommend that the following conditions of guest accommodation are thoroughly read and understood prior to completion of the accommodation booking.

### 1. Contract Conclusion (binding booking) and non-binding reservations

#### 1.1. The following applies to all bookings

**a) The basis for our offer and your booking** are the description of the accommodation, the quoted price, and the supplemental information in the general business terms and conditions (i.e., local area description, classification scheme) provided these made available to you at the time of booking.

**b) We wish to point out that, pursuant to the statutory provisions (§ 312g Paragraph 2 Clause 1 No. 9 German Civil Code, BGB), no right of withdrawal exists in the case of contracts for accommodation concluded via distance selling (letter, catalogue, telephone call, fax, e-mail, text message, wireless network, other telemedia). The only provisions that apply in this regard are the statutory stipulations on non-availability of rental services (§ 537 BGB), see also Clause 6 of the present Terms and Conditions governing guest accommodation. Notwithstanding the above, a right of withdrawal exists if the contract for accommodation has been concluded off-premises unless the verbal negotiations forming the basis of the conclusion of the contract have been conducted following a prior order by the consumer. In the latter case, no right of withdrawal exists.**

**c) When booking through associations, companies, authorities and institutions, the sole contract partner of the guest accommodation contract and the payer is exclusively this organisation, not the individual guest, as long as they do not make the booking explicitly as a legal representative and in the power of the guest.**

#### 1.2. The following applies to all verbal, telephone, written, email and/or fax bookings:

**a) Your booking shall constitute a binding offer on your part to conclude the accommodation contract.**

**b) Contract conclusion coincides with receipt of our booking confirmation (acceptance of contract). It is not mandatory that the booking confirmation be supplied in any particular form; therefore, **booking confirmations in verbal or telephone form are also legally binding.** In the case of a verbal or telephone booking confirmation, we generally also supply a written copy of the confirmation. Verbal or telephone bookings on your part and verbal or telephone confirmations on our part shall constitute contract conclusion **even in the event that you do not receive a separate written booking confirmation.****

**c) Contrary to the above stated, in the event that we provide a special offer upon your request in place of an immediate booking, this offer shall constitute a binding offer on our part. In this case, contract conclusion occurs without additional confirmation on our part when you accept the offer on or before the deadline without reservations, changes and/or extensions through explicit declaration of acceptance, down payment, final payment and/or usage of the accommodation.**

#### 1.3. The following applies to online bookings (contract in the line of electronic business transactions):

**a) All applicable procedures concerning an online booking are explained within the online portal. Options to correct, cancel and/or reset the entire electronic booking form are provided. The available contract languages are displayed**

**b) When you click the button (icon) 'complete booking' you are requesting the conclusion of a binding accommodation contract. You are bound to this offer for three business days starting the day you submit your electronic request. You will receive an electronic booking confirmation shortly after your request.**

**c) The transmission of your binding booking request does not guarantee a contract conclusion in accordance with all points of your request. We reserve the right to accept or decline your request.**

#### **d) Receipt of our booking confirmation constitutes contract conclusion.**

**e) If the booking confirmation is made immediately after the booking of the guest by pressing the button "pay as booking" by means of a corresponding display on the screen (booking in real time), the guest accommodation contract is constituted with access and display of this booking confirmation to the guest on the screen. The guest will be offered the option to store and print the booking confirmation, but the guest will also receive a copy of the booking confirmation by e-mail, e-mail attachment, post or fax, which is not a prerequisite for the legal liability of the guest accommodation contract.**

**f) Non-binding reservations which leave you free to cancel free of charge are valid only upon explicit agreement on our part. In the event that both parties have agreed upon a non-binding reservation, it is your responsibility to inform us if and when you would like to convert to a binding booking on or before the agreed upon deadline. Should you fail to convert to a binding booking in a timely fashion, the non-binding booking shall become null and void without further obligation to notify you. In the event that you notify us within the required time frame that you wish to convert your non-binding booking to a binding booking, the booking becomes binding for both parties with or without an additional confirmation on our part.**

### 2. Price and Service

**2.1. The prices detailed in our business terms and conditions (catalogue, internet) are final prices and include the applicable taxes and fees at the time that payment is due unless stated otherwise. Additional fees may include but are not limited to visitor's tax in accordance with the local fee schedules and usage fees such as electricity, natural gas, water, fire wood and/or optional services.**

**2.2. The fees and expenses due us are solely based on the content of the booking confirmation in connection with the applicable business terms and conditions as well as any supplemental agreement which may have been agreed upon by you and us. We kindly suggest that any supplemental agreements be executed in writing and confirmed by us via email or fax transmission.**

### 3. Down Payment and Final Payment

**3.1. We reserve the right to request a down payment at the time of contract conclusion. Unless agreed upon otherwise we reserve the right to request a down payment of up to 20% of the total price of accommodation including agreed upon additional services. The payment must be made exclusively to us. For bookings finalized more than 20 days prior to arrival payment may be done via credit transfer or debit entry. For bookings finalized 14 days or less prior to arrival payment must be done via debit entry.**

**3.2. Final payment including additional services booked will be done on site and is due prior to departure unless other arrangements have been agreed upon by both parties. For stays exceeding one (1) week, we reserve the right to issue interim invoices, in particular for usage fees such as telephone and energy expenses, board fees and/or use of the mini bar.**

**3.3. We do not accept foreign currency payments and/or bank cheques. Credit card payments are accepted where explicitly agreed upon or offered. Payments done at departure will not be accepted via credit transfer. In case of foreign bank transactions all fees and expenses are the responsibility of the payer.**

**3.4. If the guest does not receive an agreed down payment or other prepayment despite our reminder with a deadline, we are entitled, insofar as we are willing and able to provide the contractual services and insofar as there is no statutory or contractual right of retention of the guest, to withdraw from the**

contract with the guest and to compensate the latter with withdrawal costs in accordance with para. 4 of these conditions.

### 4. Cancellation and no-shows

**4.1. In case of cancellation or no-show on your part, our claim to the agreed upon accommodation fee to include all board fees and additional services remains in full effect.**

**4.2. We are obligated to attempt to fill the vacancy in accordance with the unique accommodation characteristics (i.e., non smoking room, family room) and without any undue effort in the course of our everyday business procedures. Funds resulting from such alternate occupation of the accommodation will be applied towards payment due. Where such alternate occupation of the accommodation is not possible, not incurred expenses will be applied towards payment due as well.**

**4.3. In accordance with judicial precedent the following percentages for not incurred expenses will be used to calculate payment due based on the total price of accommodation (including all additional fees) exclusive of possible visitor's taxes:**

▪ <b>holiday apartment and accommodation without board</b>	<b>90%</b>
▪ <b>accommodation with breakfast</b>	<b>80%</b>
▪ <b>half board</b>	<b>70%</b>
▪ <b>full board</b>	<b>60%</b>

**4.4. We reserve the right, to calculate the not incurred expenses lower than the above percentages and to charge the correspondingly higher rate. It remains your exclusive right to demonstrate that the not incurred expenses were markedly greater than the our calculations and/or that an alternate occupation of the accommodation occurred or that the funds received from the alternate occupation were greater than the amount deducted for calculation. Should you be able to demonstrate the above, you will only be obligated to render the lesser amount.**

**4.5. We strongly recommend the purchase of a travel cancellation insurance policy.**

**4.6. Your declaration of rescission is to be addressed exclusively to us and should be in writing in the interest of the guest.**

### 5. Your rights as a guest; cancellation by the host

**5.1. It is the responsibility of you and your travelling companions to use the accommodation and its equipment as intended and without causing undue wear and tear.**

**5.2. It is your responsibility to notify us without delay of any shortcomings and/or disruptions in service and to demand prompt remedy. Notification to the local tourism office does not constitute sufficient or effective notice to the host. Failure to comply may result in full or partial loss of your claim.**

**5.3. You may cancel your accommodation, in the event of significant shortcomings and/or disruptions of service. An integral part of the notification process is your obligation to grant us a reasonable grace period to remedy said shortcomings and/or disruptions unless it is not possible to remedy the fault, we refuse to remedy the fault or an immediately effective cancellation is warranted based on a particular need on your part and recognized as such on our part, or it is unreasonable to continue your stay due to said particular need.**

**5.4. Accommodation of pets must be explicitly agreed to by us, the host. You shall provide accurate and truthful information regarding the type and size of the pet as part of such an agreement. Failure to comply entitles us to immediate cancellation of the accommodation contract. An immediate cancellation of the accommodation contract due to a failure to comply on your part does not negate our right to full compensation in accordance with the terms spelled out in article 4.**

**5.5. We reserve the right to cancel the accommodation contract without due notice in the event that you and/or your travelling companions, after receiving notice to cease and desist, continue to disrupt our business operation and/or profoundly interfere with the execution of our business, or show blatant disregard for the agreed upon rules and regulations in such a way as to warrant an immediate cancellation of the accommodation contract. An immediate cancellation of the accommodation contract due to misconduct on your part or on the part of your travelling companions does not negate our right to full compensation in accordance with the terms spelled out in article 4.**

### 6. Limitations of Liability

**6.1. Our liability resulting from the accommodation contract in accordance with § 536a BGB for damages which do not result from loss of life, bodily harm or physical harm is excluded in so far as said liabilities are not the direct result of any intentional or gross negligence on our part or on the part of our representatives.**

**6.2. Our liability for objects brought into the establishment by the guest, in accordance with §§ 701 ff. BGB, in so far as they are applicable to our business, remain in effect.**

**6.3. We do not assume any liability for disruptions of service in connection with services provided by third parties for which we were acting as mere agents (i.e., sporting events, theatre visits, exhibits, etc.). This holds true for third party services included in the original accommodation booking provided such services were clearly labelled as third party services.**

### 7. Alternative dispute resolution / Court of Jurisdiction and governing law

**7.1. We are not currently participating in a voluntary consumption of consumers. Insofar as the participation in a facility for the consumption would become obligatory for us after the printing of these guest reception conditions, the guest will be informed accordingly. The European online dispute settlement platform <http://ec.europa.eu/consumers/odr/> is set out for all guest accommodation contracts concluded in electronic law.**

**7.2. The contractual relationship between you, the guest, and us, the host, shall be governed by German law. This holds true for the entire legal relationship. Any legal action against us shall be bound to our court of jurisdiction. Legal action initiated through us shall be bound to your home of residence. Legal action naming you as the defendant, insofar as you are a businessman, a legal entity under public or private law, or you maintain your home of residence/place of business, or habitual abode abroad, or if your home of residence/place of business is unknown when the legal action is filed, shall be bound to our court of jurisdiction.**

**7.3. The preceding conditions are not applicable if and when contractually mandatory provisions of the European Union or other international provisions beneficial to you, the guest are applicable to the accommodation contract.**

**Host dates:**

Name/Firma:

Owner (if applicable):

Trade register no.: (if applicable)

Registered at (if applicable)

Street

Town Code/Town

Telephone

Fax

E-Mail: