

GENERAL TERMS AND CONDITIONS FOR THE HOTEL CONTRACT TERM NATURHOTEL WILDEWIESE GMBH

1 SCOPE

- 1.1 These terms and conditions apply to contracts for the leasing of hotel rooms for accommodation as well as all additional services and deliveries of the hotel (hotel accommodation contract) rendered in this connection for the customer. The term "hotel accommodation contract" includes and replaces the following terms: accommodation, guest accommodation, hotel, hotel room contract.
- 1.2 The subletting or re-letting of the provided rooms as well as their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby § 540 paragraph 1 sentence 2 BGB is waived, as far as the customer is not a consumer.
- 1.3 General terms and conditions of the customer only apply if this has been expressly agreed.

2 CONCLUSION OF CONTRACT, PARTNER, LIMITATION

- 2.1 Contractual partners are the hotel and the customer. The contract is concluded by the acceptance of the customer's request by the hotel. The hotel is free to confirm the room reservation in text form.
- 2.2 All claims against the hotel expire in principle one year from the statutory limitation period. This does not apply to claims for damages and other claims, provided that the latter is based on an intentional or grossly negligent breach of duty by the hotel.

3 SERVICES, PRICES, PAYMENT, BILLING

- 3.1 The hotel is obliged to keep the rooms reserved by the customer available and to render the agreed services.
- 3.2 The customer is obliged to pay the agreed or valid prices of the hotel for the room rental and the other services used by him. This also applies to services ordered by the customer directly or via the hotel, which are provided by third parties and provided by the hotel.
- 3.3 The agreed prices include the taxes and local duties applicable at the time the contract was concluded. Not included are local taxes, which are owed by the guest according to the local law, such as visitor's tax. In the event of a change in the statutory sales tax or the new introduction, modification or abolition of local taxes on the subject matter after the conclusion of the contract, the prices will be adjusted accordingly. For contracts with consumers, this only applies if the period between the conclusion of the contract and the performance of the contract exceeds four months.
- 3.4 The hotel may make its consent to a subsequent reduction in the number of booked rooms, the hotel's services or the length of stay of the customer depending on the price of the rooms and / or the hotel's other services being increased.
- 3.5 Invoices of the hotel without a due date are payable within ten days of receipt of the invoice without deduction. The hotel may demand the immediate payment of due claims from the customer at any time. In case of default of the customer the legal regulations apply. The hotel reserves the right to prove higher damages.
- 3.6 The hotel is entitled to demand a reasonable advance payment or security deposit, for example in the form of a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in text form in the contract. For prepayments or security for package tours, the statutory provisions remain unaffected. In case of default of the customer the legal regulations apply.
- 3.7 In justified cases, for example, payment arrears of the customer or extension of the scope of contract, the hotel is entitled, even after conclusion of the contract until the beginning of the stay, an advance payment or security deposit within the meaning of paragraph 3.6 above or an increase in the contract agreed advance payment or security deposit up to full to demand agreed remuneration.
- 3.8 The hotel shall also be entitled to demand from the customer at the beginning and during the stay a reasonable advance payment or security in the sense of the above clause 3.6 for existing and future claims under the contract, if not already in accordance with the above clause 3.6 and / or clause 3.7 was done.
- 3.9 The customer can only offset or charge against a claim of the hotel with an undisputed or legally enforceable claim

4 CANCELLATION OF THE CUSTOMER (CANCELLATION, CANCELLATION) / NO CLAIM OF THE SERVICES OF THE HOTEL (NO SHOW)

- 4.1 A withdrawal of the customer from the contract concluded with the hotel is only possible if a right of withdrawal has been expressly agreed in the contract, another legal right of withdrawal or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible agreement to a contract cancellation should be made in text form.
- 4.2 Insofar as an appointment for a free withdrawal from the contract has been agreed between the hotel and the customer, the customer may by then withdraw from the contract without triggering payment or damage claims of the hotel. The customer's right of withdrawal expires if he does not exercise his right to withdraw from the contract by the agreed date.
- 4.3 If a right of withdrawal has not been agreed or has already expired, there is also no statutory right of withdrawal or termination and if the hotel does not agree to a cancellation of the contract, the hotel reserves the right to the agreed remuneration despite non-use of the service. The hotel has to take into account the income from other rental of the rooms as well as the saved expenses. If the rooms are not otherwise rented, the hotel may charge the deduction for expenses saved. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for bed and breakfast as well as for package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is free to prove that the aforementioned claim was not incurred or not in the required amount.

5 WITHDRAWAL OF THE HOTEL

- 5.1 If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel shall be entitled to withdraw from the contract in this period if there are inquiries from other customers regarding the rooms booked in the contract and the customer upon request of the hotel with a reasonable deadline on his right to resign.
- 5.2 If an advance payment or security deposit agreed or demanded pursuant to clause 3.6 and / or clause 3.7 is not made even after expiry of a reasonable period of grace set by the hotel, the hotel is also entitled to withdraw from the contract.
- 5.3 Furthermore, the hotel is entitled to withdraw from the contract for a materially justified reason, in particular if
- Force majeure or other circumstances for which the hotel is not responsible make performance of the contract impossible;
 - Rooms or rooms are culpably booked under misleading or false information or concealment of material facts; In doing so, the identity of the customer, the solvency or the purpose of the stay can be of crucial importance;
 - the hotel has reasonable cause to believe that the use of the service may jeopardize the smooth running of the business, the security or the reputation of the hotel in public, without this being attributable to the domain or organization of the hotel;
 - the purpose or occasion of the stay is unlawful;
 - there is a violation of 1.2 above.
- 5.4 The justified resignation of the hotel does not constitute a claim of the customer for damages.

6 ROOM PROVISION, DELIVERY AND RETURN

- 6.1 The customer acquires no claim to the provision of certain rooms, unless this has been expressly agreed.
- 6.2 Booked rooms are available to the customer from 14:00 on the agreed arrival day. The customer has no right to earlier availability.
- 6.3 On the agreed departure day, the rooms must be vacated at the hotel no later than 11:00. Thereafter, the hotel may charge 50% of the full room rate (list price) until 6:00 pm due to the delayed eviction of the room for its contractually agreed use, and from 18:00 o'clock 90%. Contractual claims of the customer are not justified by this. He is free to prove that the hotel has no or a much lower entitlement to user fees incurred.

7 LIABILITY OF THE HOTEL

- 7.1 The hotel is liable for any damage caused by injury to life, limb or health. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty of the hotel or on an intentional or negligent breach of contractual obligations of the hotel. A breach of duty of the hotel is equal to that of a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise stipulated in this clause 7. If faults or

defects in the services of the hotel occur, the hotel will make every effort, with knowledge or on immediate notification of the customer to provide for remedy. The customer is obliged to contribute to what is reasonable for him, in order to remedy the disturbance and to minimize possible damage.

- 7.2 The property is liable to the customer in accordance with the statutory provisions for items brought in. The hotel recommends the use of the hotel or room safe. If the guest wishes to contribute money, securities and valuables worth more than € 800 or anything worth more than € 3,500, this will require a separate retention agreement with the hotel.
- 7.3 Insofar as the customer is provided with a parking space in the hotel garage or on the hotel car park, also for a fee, no custody agreement is concluded. In the event of loss or damage to vehicles parked or shunted on the hotel property and their contents, the hotel is only liable in accordance with section 7.1, sentences 1 to 4 above.
- 7.4 Wake-up calls are carried out by the hotel with the utmost care. Messages, mail and merchandise for guests are treated with care. The hotel will take care of the delivery, storage and - on request - for a fee the forwarding of the same. The hotel is liable only in accordance with the preceding section 7.1, sentences 1 to 4.

8 FINAL PROVISIONS

- 8.1 Amendments and additions to the contract, the acceptance of the application or these General Terms and Conditions shall be made in text form. Unilateral changes or additions by the customer are invalid.
- 8.2 Place of performance and place of payment as well as exclusive place of jurisdiction - also for and bill of exchange disputes - is in commercial traffic Amtsgericht Arnberg. If a contracting party fulfills the requirements of § 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction is Amtsgericht Arnberg.
- 8.3 German law applies. The application of the UN sales law and conflict of laws is excluded.
- 8.4 Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In addition, the statutory provisions apply.
- 8.5 This terms of services have been translated with Google Translator. To view the original german version please visit: <https://www.steinbergs-wildewiese.de/wp-content/uploads/2017/08/AGB-Hotelaufnahme.pdf>