

General Terms and Conditions of Hotel DAS STEIN, Joseph Philipp Stein, Forellenweg 8, DE-83123 Amerang

§I. Scope of application

1. These terms and conditions apply to contracts for the rental of hotel rooms for lodging purposes, as well as all other services and deliveries provided to the customer by Hotel DAS STEIN.
2. Subletting or re-letting of the rooms provided as well as their use for purposes other than accommodation shall require the prior written consent of the hotel, whereby Section 540 (1) sentence 2 of the German Civil Code (BGB) is waived insofar as the customer is not a consumer.
3. The customer's terms and conditions shall apply only if expressly agreed in writing in advance.

§II. Conclusion of Contract, Contracting Parties; Statute of Limitations

1. The contract shall be concluded by the hotel's acceptance of the customer's application. The hotel shall be free to confirm the room reservation in writing.
2. The contracting parties are the hotel and the customer. If a third party has ordered on behalf of the customer, he shall be liable to the hotel together with the customer as joint and several debtors for all obligations arising from the hotel accommodation contract, provided that the hotel has a corresponding declaration by the third party (power of attorney).
3. All claims against the hotel shall become statute-barred one year after the beginning of the knowledge-dependent regular limitation period pursuant to Section 199 (1) of the German Civil Code (BGB). Claims for damages shall become statute-barred after five years irrespective of knowledge. The reductions in the statute of limitations do not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

§III. Services, Prices, Payment, Offsetting

1. The hotel is obligated to keep the rooms booked by the customer available and to provide the agreed services.
2. The customer shall be obligated to pay the prices of the hotel applicable or agreed for the provision of the rooms and the other services used by the customer. This also applies to services and expenses of the hotel to third parties arranged by the customer.
3. The agreed prices include the respective statutory value added tax. If the period between conclusion and performance of the contract exceeds four months and if the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price by a reasonable amount, but by no more than 5%.
4. The prices may also be changed by the hotel if the customer subsequently requests changes to the number of rooms booked, the hotel's services or the length of the guests' stay and the hotel agrees to this.

5. Invoices of the hotel are to be paid without deduction by the date of departure at the latest. The hotel is entitled to call in accrued claims at any time and to demand immediate payment. In the event of default in payment, the hotel shall be entitled to charge the statutory default interest currently applicable at 8% or, in the case of legal transactions involving a consumer, at 5% above the base interest rate. The hotel reserves the right to prove higher damages.
6. The hotel is entitled to demand a reasonable advance payment in the form of a credit card guarantee or security deposit upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in writing in the contract.
7. The customer may only offset or reduce a claim of the hotel with an undisputed or legally binding claim.

§IV. Withdrawal of the customer (i. e. cancellation) / non-utilisation of the hotel's services

1. Cancellation by the customer of the contract concluded with the hotel requires the written consent of the hotel. If such consent is not given, the agreed price under the contract shall be payable even if the customer does not avail himself of contractual services (no-show/cancellation fee as per booking). This shall not apply in the event of a breach of the hotel's obligation to show consideration for the rights, legal assets and interests of the customer if the customer can no longer reasonably be expected to adhere to the contract as a result or is entitled to any other statutory or contractual right of withdrawal.
2. Unless otherwise agreed in writing, the following payments shall be made in the event of cancellation of the booking by the guest:
 - Cancellation **up to 72 hours** before the earliest check-in time: Free cancellation.
 - Cancellation **from 72 hours to 48 hours** before the earliest check-in time: 50% of the agreed booking price
 - Cancellation **from 48 hours or less** before the earliest check-in time: 90% of the agreed booking price.
3. The customer's right of cancellation shall expire if he does not exercise his right of cancellation in writing vis-à-vis the hotel by the agreed date, unless a case of the customer's cancellation pursuant to number 1, sentence 3 exists.
4. The hotel shall be free to demand the contractually agreed remuneration and to make a flat-rate deduction for expenses saved. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for overnight accommodation with or without breakfast.

The customer is free to prove that the above-mentioned claim did not arise or did not arise in the amount claimed.

§V. Withdrawal of the hotel

1. If the customer's right to withdraw from the contract free of charge within a certain period of time has been agreed in writing, the hotel shall be entitled for its part to withdraw from the contract within this period of time if there are requests from other customers for the contractually reserved rooms and the customer does not waive his right to withdraw from the contract upon inquiry by the hotel.
2. If an agreed advance payment or an advance payment required in accordance with §III No. 6 above is not made even after expiry of a reasonable grace period set by the hotel, the hotel shall also be entitled to withdraw from the contract.
3. Furthermore, the hotel shall be entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example if
 - a. force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
 - b. rooms are booked under misleading or false information of essential facts, e.g. in the person of the customer or the purpose;
 - c. the hotel has reasonable grounds to assume that the use of the hotel service may jeopardise the smooth operation of the business, the security or the reputation of the hotel in public without this being attributable to the hotel's sphere of control or organisation;
 - d. there is a violation of §I No. 2 above.
4. In the event of justified withdrawal by the hotel, the customer shall have no claim to compensation.

§VI. Room provision, handover and return

1. The customer does not acquire a claim to the provision of specific rooms.
2. Booked rooms are available to the customer from 3.00 p.m. to 10.00 p.m. on the agreed day of arrival. An earlier provision or later arrival can be agreed by arrangement, however, there is no fundamental claim to this. Arrangements for irregular arrival must be made at least 72 hours before the earliest check-in time.
3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11.00 a.m. at the latest. Departures before 7.00 a.m. must be arranged with the reception staff by 8.00 p.m. the evening before.

In the event of late vacating of the room, the hotel may charge 50% of the full accommodation price (list price) for its use in excess of the contract until 1.00 p.m., and 100% after 1.00 p.m.. This does not constitute a contractual claim on the part of the customer. The customer shall be at liberty to prove that the hotel has not incurred any claim to a charge for use or that the claim is substantially lower. A later departure can be agreed by arrangement, but there is no fundamental entitlement to this. Arrangements for irregular departure must be made at least 72 hours before the earliest check-out time.

§VII. Liability of the hotel

1. The hotel shall be liable for its obligations under the contract with the due care of a prudent businessman. Claims of the customer for damages are excluded. Excluded from this are damages arising 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 duties typical of the contract by the hotel. A breach of duty by the hotel is equivalent to a breach of duty by a legal representative or vicarious agent. In the event of disruptions or defects in the hotel's services, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to him in order to remedy the disruption and to minimise any possible damage.
2. Insofar as a parking space is made available to the customer in a hotel car park, even for a fee, this shall not constitute a safekeeping contract. The hotel shall not be liable for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and their contents, except in the case of intent or gross negligence. Number 1 sentences 2 to 4 above shall apply accordingly.
3. Wake-up calls shall only be carried out by the hotel by prior arrangement. However, this shall not give rise to any claims for compensation in the event of non-execution. Messages, mail and consignments of goods for the guests shall be handled with care insofar as they are handed in during reception hours. The hotel shall undertake the delivery, safekeeping and - on request - forwarding of the same against payment. Number 1 sentences 2 to 4 above shall apply accordingly.

§VIII. Final provisions

1. Amendments or supplements to the contract, the acceptance of the application or these terms and conditions for hotel accommodation shall be made in writing. Unilateral amendments or supplements by the customer shall be invalid.
2. The place of performance and payment shall be the registered office of the hotel.
3. The exclusive place of jurisdiction - also for disputes regarding cheques and bills of exchange - in commercial transactions shall be the registered office of the hotel. If a contracting party fulfils the prerequisite of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.
4. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws shall be excluded.
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.