

GENERAL TERMS AND CONDITIONS FOR THE HOTEL RECEPTION CONTRACT

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 of the hotel (hotel reception agreement) provided to the customer in this connection. They do not apply to bookings of, events such as meetings, seminars or the like. The term "hotel reception agreement" includes and replaces the following terms: Reservation contract, reservation confirmation, accommodation, guest recording, hotel, hotel room contract.
- 1.2 Hotel services are all services agreed between the client or customer and hotel and to be provided by the hotel, such as hotel rooms, catering arrangements and other offers.
- 1.3 The sub-lease and further rental of the rooms provided, 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, insofar as the customer is not a consumer within the meaning of §13 BGB.
- 1.4 General terms and conditions of the customer shall only apply if this has been expressly agreed in text form beforehand.

2 CONCLUSION OF THE CONTRACT, -PARTNER, LIMITATION PERIOD

- 2.1 The contractual partners are the hotel and the customer, or their vicarious agent (company, travel agency, etc.). The contract is concluded by accepting the customer's or his vicarious agent's request by the hotel. The hotel is free to confirm the booking in text form.
- 2.2 All claims against the hotel shall in principle become time-barred in one year from the legal date of limitation. This does not apply to claims for damages and other claims, provided that the latter are based on a deliberate or grossly negligent breach of duty by the hotel.

3 SERVICES, PRICES, PAYMENT, OFFSETTING

- 3.1 The hotel is obliged to provide the rooms booked by the customer and to provide the agreed services.
- 3.2 The customer is obligated to pay the hotel's agreed and applicable prices for the room and the other services he has used. This also applies to the customer directly or above 1 services commissioned by the hotel, which are provided by third parties and provided by the hotel.
- 3.3 The agreed prices include taxes and local charges applicable at the time of conclusion of the contract. Local taxes are not included, which are payable by the guest according to the local law, such as tourist tax. If the statutory VAT or the re-introduction, modification or elimination of local taxes on the subject of the service after the conclusion of the contract are changed, the prices will be adjusted accordingly. In the case of contracts with consumers, this shall only apply 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 rooms booked, the performance of the hotel or the duration of stay of the customer requested by the customer subject to an increase in the price of the rooms and/or the other services of the hotel.
- 3.5 Bills of the hotel are payable immediately upon receipt without deduction. If payment has been agreed on invoice, payment shall be made without deduction within ten days of receipt of the invoice, subject to a different agreement. The hotel can demand immediate payment of due claims from the customer at any time. In case of late payment of the customer, the statutory regulations apply. The hotel reserves the right to prove a higher damage.
- 3.6 Upon conclusion of the contract, the hotel is entitled to require an appropriate prepayment or security from the customer, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in text form in the contract. In the case of advance payments or guarantees for package holidays, the statutory provisions remain unaffected. In case of late payment of the customer, the statutory regulations apply.



- 3.7 In justified cases, for example, payment backlog of the customer or extension of the scope of the contract, the hotel is entitled to demand an advance payment or security in accordance with point 3.6 above or an increase in the advance payment or security agreed in the contract up to the full agreed remuneration even after the conclusion of the contract until the beginning of the stay.
- 3.8 The Hotel shall also be entitled to demand from the Customer, at the beginning and during the stay, an appropriate advance payment or guarantee within the meaning of Section 3.6 above for existing and future claims arising from the contract, unless such payment has already been made in accordance with point 3.6 and/or clause 3.7.
- 3.9 The customer can only offset or offset an undisputed or final claim against a claim of the hotel. aufrechnen oder verrechnen.
- 3.10 The customer agrees that he can be sent in invoice by electronic means.

4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION, 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, a statutory right of withdrawal exists or if the hotel expressly consents to the cancellation of the contract.
- 4.2 If an appointment has been agreed between the hotel and the customer to withdraw from the contract free of charge, the customer may withdraw from the contract until then without triggering any payment or compensation claims of the hotel.
- 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 the hotel does not agree to a cancellation of the contract, the hotel retains the right to the agreed remuneration despite non-execution of the service. The hotel has to offset the income from other rentals of the rooms as well as the expenses saved. If the rooms are not rented elsewhere, the hotel may flat-rate the deduction for saved expenses. In this case, the customer is obliged to pay at least 90 % of the contractually agreed price for overnight stay with or without breakfast as well as for package arrangements with external services, 70 % for half board and 60 % for full board arrangements. The customer is free to prove that the aforementioned claim did not arise or did not arise in the required amount.
- 4.4 **ADDITIONAL TERMS AND CONDITIONS FOR GROUPS FROM 10* PERSONS**
Unless agreed separately in the contract, the following cancellation periods apply:
60 days before arrival: free of charge
30 days before arrival: 50 % of the initial agreed total volume
10 days before arrival: 90 % of the originally agreed total volume *The maximum number of persons in the booking process is crucial A list of participants must be notified to the hotel 10 calendar days before arrival.

5 CANCELLATION OF THE HOTEL

- 5.1 If it has been agreed that the customer may withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period if there are requests 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 with a reasonable time limit. This applies mutatis mutandis if an option is granted if other requests are available and the customer is not ready to make a fixed reservation upon request from the hotel with a reasonable deadline.
- 5.2 If an advance payment or guarantee agreed or required in accordance with section 3.6 and/or 3.7 is not paid even after a reasonable grace period set by the hotel has expired, the hotel shall also be entitled to withdraw from the contract.



- 5.3 Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, in particular if:
- force majeure or other circumstances beyond the control of the hotel make the performance of the contract impossible.
 - Rooms or rooms are culpably booked with misleading or misrepresentation or concealment of essential facts; the identity of the customer, the ability to pay or the purpose of the stay may be essential;
 - the hotel has reasonable grounds to believe that the use of the service may jeopardise the smooth business, security or reputation of the hotel in the public domain, without this being attributable to the hotel's control or organisation;
 - the purpose or reason for the stay is unlawful;
 - there has been a violation of point 1.2 above.
- 5.4 The legitimate cancellation of the hotel does not give rise to any claim for damages by the customer.

6 ROOM PROVISION, TRANSFER AND TRANSPORT

- 6.1 The customer does not acquire any right to the provision of certain rooms, unless expressly agreed in text form.
- 6.2 Booked rooms are available to the customer from 15:00 on the agreed arrival day. The customer is not entitled to prior provision.
- 6.3 Reception is open from 7:00 a.m. to 23:00 p.m. Arrival (check in) or departure (check out) outside of these times is only possible by prior arrangement and agreement of the hotel. For arrivals outside opening hours, the hotel may charge fees.
- 6.4 On the agreed day of departure, the rooms must be vacated to the hotel no later than 11:00. Thereafter, due to the late evacuation of the room for its non-contractual use, the hotel can charge 60 % of the full accommodation price (list price) until 17:00, 90 % from 17:00. Contractual claims of the customer are not justified by this. He/she is free to prove that the hotel has not acquired any or a substantially lower entitlement to a fee for use.
- 6.5 The maximum number of persons per room is limited to one person in a single room and to 2 persons in a double room. Additional persons or children can be accommodated in the suites at an extra charge and registration. Max occupancy 3 adults or 2 adults and 2 children.

7 ROOM KEY/ROOM CARD

- 7.1 The assigned room key/card is connected to a locking system. The customer has access to the hotel at any time and is advised to store the room key/room card with care.
- 7.2 Room key/card must be handed over to the reception upon departure. If the reception is not staffed on departure, the customer will receive the information where the key/card is to be deposited.
- 7.3 In the event of loss, the customer will be involved in any costs (replacement procurement, lock exchange, etc.).

8 NON-SMOKING HOTEL/ALLARMATION OF THE FIRE BRIGADE IN CASE OF FIRE

- 8.1 Smoking is prohibited throughout the hotel. Smoking customers still in the room, we charge him to the cleaning costs (gardens, furniture, etc.) with an extra night. If the room cannot be rented the next day due to the strong smell of smoke, another night will be charged according to the hotel rate.
- 8.2 All rooms and guest rooms are connected to a fire alarm centre via smoke detectors. In the case of a fire alarm due to the fault of the customer, all costs incurred which are directly connected, such as the use of the fire brigade or the consequential costs for restoring the operating condition, are to be borne solely by the guest



9 SPECIFIC PROVISIONS

- 9.1** Pets may be brought by guests only with the prior agreement of the hotel and against the calculation of a surcharge. Pets are not allowed in the breakfast restaurant and wellness area. The dog in bed or on upholstered furniture is a "No Go"! In case of heavy pollution or any damage to furniture ect. caused by the dog, we allow ourselves to bill this. The guest shall be liable for the damage caused by the pet.
- 9.2** The wellness area is only available upon prior registration and for a fee. The hotel can temporarily close the wellness area or change the opening hours if repairs or the like necessitate. For security reasons, the wellness area can only be used when the reception is occupied.

10 LIABILITY OF THE HOTEL

- 10.1** The hotel is liable for damage caused by injury to life, body or health for which it is responsible. Furthermore, it shall be liable for other damages resulting from a deliberate or grossly negligent breach of the hotel's duty or a deliberate or negligent breach of the hotel's contractual obligations. Obligations typical of the contract are those obligations which enable the proper execution of the contract and on which the customer trusts or may rely on the fulfilment of the contract. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded unless otherwise specified in this section 10. Should any faults or defects occur in the performance of the hotel, the hotel will, upon knowledge or upon immediate complaint from the customer, make every effort to remedy the situation. The customer is obliged to contribute what is reasonable to him in order to remedy the fault and to minimise any possible damage.
- 10.2** The hotel is liable to the customer in accordance with the legal provisions. The hotel recommends the use of the hotel or room safe. If the customer wishes to collect money, securities and valuables with a value of more than EUR 800 or other items with a value of more than EUR 3,500, this requires a separate retention agreement with the hotel.
- 10.3** As far as a parking space is provided to the customer in the hotel garage or in the hotel parking space, also for payment, no deposit agreement is concluded. In the event of loss or damage of motor vehicles parked or classified on the hotel property and their contents, the hotel shall be liable only in accordance with clause 10.1, sentences 1 to 4.
- 10.4** Wake-up orders are executed by the hotel with the utmost care.
Messages for customers are treated with care. The hotel may, upon prior agreement with the customer, accept, store and — upon request — postage and — upon request — postage and consignments of goods.
The hotel is only liable in accordance with clause 10.1, sentences 1 to 4.
- 10.5** Found items are kept by the hotel for 2 months. They are sent to the customer at their own expense and at their own risk. After 2 months, the hotel is entitled to dispose of the finds. Excluded are hygiene products and foodstuffs with expiry date or expiry date.

11 HEALTH AND DATA PROTECTION (see last page)

- 11.1** The hotel undertakes to treat strictly confidential information and documents, in particular business and business secrets of the customers, and to commit its employees accordingly, during the execution of the respective contract. The subject matter and content of the relevant contract shall also be treated as confidential. Confidential information may not be disclosed to third parties. This confidentiality obligation applies beyond the termination of the respective contractual relationship.
- 11.2** Data received or noted by the hotel will only be processed and used by the hotel in accordance with the applicable data protection regulations.
- 11.3** Furthermore, the hotel undertakes not to process or use the data provided or noted for its own purposes, nor to disclose it to third parties. Unless processing or use is permitted in accordance with the provisions of the GDPR, or the customer gives his consent to this.
- 11.4** Legal information obligations remain unaffected.



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12 FINAL PROVISIONS

- 12.1** Amendments and additions to the contract, acceptance of applications or these General Terms and Conditions should be made in text form. Unilateral changes or additions by the customer are ineffective.
- 12.2** Place of performance and payment as well as the exclusive place of jurisdiction — also for cheque and exchange disputes — is in commercial traffic Schramberg. If a contractual partner fulfils the condition of § 38 paragraph 2 ZPO and has no general place of jurisdiction in Germany, Schramberg shall be deemed to have jurisdiction.
- 12.3** German law applies. The application of the UN Sales Law and the conflict-of-law law is excluded.
- Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining



Privacy policy

Scope

This privacy policy provides users with information about the nature, scope and purpose of the collection. The legal framework for data protection is the Federal Data Protection Act and the Telemedia Act.

Collection of general information

With every access to this offer, information is automatically collected by us or the web space provider. This information, also referred to as server log files, is of a general nature and does not allow any conclusions about your person.

It covers, inter alia: Name of the website, file, date, amount of data, web browser and web browser version, operating system, the domain name of your internet provider, the so-called referrer URL (the page from which you accessed our offer) and the IP address.

Without this data, it would be technically impossible to deliver and display the contents of the website. In this respect, the collection of the data is absolutely necessary. In addition, we use the anonymous information for statistical purposes. They help us optimise our offer and technology. We also reserve the right to subsequently check the log files in case of suspicion of unlawful use of our offer.

Newsletter + evaluation sheet

If you sign up for our newsletter, we will use the data you have entered exclusively for this purpose or to inform you of the circumstances relevant to this service or registration. We do not share this data with third parties.

The receipt of the newsletter requires a valid (valid) e-mail address. In addition, the IP-address through which you subscribe to the newsletter and the date on which you order the newsletter are stored. This data serves as proof of misuse if a third-party e-mail address is registered for the newsletter. In addition, in order to ensure that an e-mail address is not improperly entered by third parties in our distributor, we work in compliance with the so-called "double opt-in" procedure. As part of this procedure, the ordering of the newsletter, the sending of the confirmation email and the receipt of the registration confirmation are logged.

You have the option at any time to revoke your consent to the storage of the data, your e-mail address and its use for sending the newsletter. For revocation, we provide you with a link in every newsletter and on the website. You also have the possibility to inform us of your wish to withdraw from the contact options mentioned in this document.

Contact form

If you contact us via the online form or by e-mail, we store the information you provide in order to answer your request and ask possible follow-up questions.

Credit cards

If credit card information is stored for security, it will be deleted after payment or receipt of payment. This data is not recorded in the hotel program.

Your rights to information, rectification, blocking, deletion and objection

You have the right, upon request, to request information, about the personal data stored by us, and/or to request rectification, blocking or deletion. Exceptions: This is the required data storage for business processing or the data are subject to the statutory retention obligation.

In order to be able to consider a data lock at any time, it is necessary to keep the data in a lock file for control purposes. If there is no legal archiving obligation, you can also request the deletion of the data. Otherwise, we will block the data if you so wish.

Modification of our privacy policy

In order to ensure that our privacy policy always complies with the current legal requirements, we reserve the right to change at any time. This also applies in the event that the privacy policy needs to be adapted due to new or revised services, for example new services. The new data protection declaration will then be available on our offer on your next visit.

As of July 2019