

General Terms and Conditions Hotel 3* Superior Waldhaus Pulsnitz**

1. SCOPE OF APPLICATION

1. These Terms and Conditions apply to contracts for the rental of hotel rooms for accommodation and other services provided by the hotel (Hotel Accommodation Agreement).
2. the subletting or subletting of the rooms provided and their use for purposes other than lodging shall require the prior consent of the hotel in text form.
3. the customer's general terms and conditions of business shall only apply if this has been expressly agreed in writing in advance.

2. CONCLUSION OF CONTRACT, PARTNERS, LIMITATION PERIOD

1. the hotel is free to confirm the room booking in text form
2. the contracting parties are the hotel and the customer. If a third party has placed an order on behalf of the customer, that third party shall be liable to the hotel together with the customer as joint and several debtors.
3. all claims against the hotel are generally subject to a limitation period of one year from the start of the statutory limitation period. Claims for damages shall become statute-barred after five years. The limitation periods shall not apply to claims based on a wilful or grossly negligent breach of duty by the hotel.

3. SERVICES, PRICES, PAYMENT, SET-OFF

1. the hotel is obliged to keep the rooms booked by the customer ready and to provide the agreed services.
2. the customer is obligated to pay the hotel's applicable rates for the room rental and the additional services used by the customer. This shall also apply to services and expenses of the hotel to third parties arranged by the customer. The agreed prices include the respective statutory value added tax.
3. the hotel may make its consent to a subsequent reduction in the number of booked rooms, the hotel's services or the customer's length of stay requested by the customer dependent on an increase in the price of the rooms and/or the hotel's other services.
4. invoices of the hotel are payable within 14 days from the date the invoice is sent without deduction. In the event of late payment, the hotel is entitled to charge a lump-sum amount (late payment surcharges, processing fee) of 25.00 euros.
5. the hotel is entitled to require the customer to make an advance payment or provide security upon conclusion of the contract.
6. in justified cases, e.g. the customer is in arrears with payment, the hotel is entitled to refuse further services.

7. the customer may only offset or set off an undisputed or legally valid claim against a claim of the hotel.

4. RESCISSION BY THE CUSTOMER (CANCELLATION, CANCELLATION AND NOSHOW)

1.a withdrawal by the customer from the contract concluded with the hotel requires the hotel's consent in text form. If such consent is not given, the agreed price under the contract is payable even if the customer does not make use of contractual services.

2.the customer has a right of withdrawal free of charge up to 14 days prior to arrival. Within this period a payment of 50% of the booking price is to be paid, within the last 7 days before arrival at the rate of 75% of the booking price, within the last 24 hours before arrival at the rate of 100% of the booking price.

3.if the customer does not use the rooms, the hotel shall credit the income from renting these rooms to other parties. If the rooms are not rented out to other parties, the Hotel may charge 100% of the contractually agreed remuneration.

4.Any right to rescind the contract concluded with the Hotel expires two weeks prior to the contractually agreed date of arrival. Note: According to Directive 2011/83/EU of the European Parliament, Article 16, the 14-day right of withdrawal does not apply to hotel bookings. The cancellation conditions of the hotel apply.

5.for bookings made through online intermediaries (booking.com) the cancellation conditions stored on the booking platform apply.

5. RESCISSION BY THE HOTEL

1. if it has been agreed in writing that the customer may withdraw from the contract free of charge within a certain period, the hotel is likewise entitled for its part to withdraw from the contract within this period (e.g. failure to make the contractually agreed advance payment).

2. in the event of justified withdrawal by the hotel, the customer shall have no claim to damages.

6. ROOM PROVISION, HANDOVER AND RETURN

1. the customer does not acquire a claim to the provision of certain rooms, unless this has been expressly agreed in writing.

2. booked rooms are available to the customer from 15:00 o'clock on the agreed day of arrival. The customer has no claim to earlier availability.

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. After that time, the hotel may charge 50% of the full amount of the room rate for its use in excess of the contractual period until 15:00 hours due to the late vacating of the room.

7. LIABILITY OF THE HOTEL

1. the hotel is liable for its obligations under the contract 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. Should disruptions or defects in the services of the hotel occur, the hotel will endeavor to remedy such upon knowledge thereof or upon prompt notification of the customer. The customer is obligated to make all reasonable efforts to remedy the disruption and minimize any possible damage.

2. the hotel shall be liable to the customer for items brought in in accordance with the statutory provisions. Accordingly, liability is limited to one hundred times the room rate, but not more than € 3,500 and, in deviation from this, for money, securities and valuables not more than € 800. Money, securities and valuables may be stored in the hotel safe up to a maximum value of € 3,500.

3. if the customer is provided with a parking space in the garage or on a hotel parking lot, even against payment, this does not constitute a safekeeping contract. The hotel shall not be liable for loss of or damage to motor vehicles, trailers, motorcycles or trailers parked or manoeuvred on the hotel property and their contents, except in cases of intent or gross negligence.

8. ILLNESS OR DEATH OF THE GUEST

1. if a guest falls ill during his stay in the accommodation facility, the hotel will provide medical care at the guest's request If there is imminent danger, the Hotel shall arrange for medical care even without the Guest's special request, in particular if this is necessary and the Guest is not able to do so himself.

2. as long as the Guest is not in a position to make decisions or the Guest's relatives cannot be contacted, the Hotel shall arrange for medical treatment at the Guest's expense. However, the scope of these care measures shall end at the time when the Guest is able to make decisions or the relatives have been informed of the case of illness.

3. the hotel shall have claims for compensation against the contractual partner and the guest or, in the event of death, against their legal successors, in particular for the following costs:

a) outstanding medical costs, costs for patient transport, medication and medical aids

b) necessary room disinfection,

(c) linen, bedding and bedding equipment that has become unusable, otherwise for the disinfection or thorough cleaning of all such items

d) Restoration of walls, furnishings, carpets, etc., insofar as these have been contaminated or damaged in connection with the illness or death,

e) room rent, if the room was used by the guest, plus any days of invulnerability of the rooms due to disinfection, evacuation or similar,

f) any other damage that may occur to the accommodation.

8. FINAL PROVISIONS

1. changes and additions to the contract or these General Terms and Conditions of Business shall be made in text form. Unilateral changes or additions by the customer are invalid.
2. place of performance and payment is the location of the hotel.
3. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws or similar is excluded.
4. should individual provisions of these General Terms and Conditions of Business be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. In all other respects the statutory provisions shall apply.

Hotel *S Waldhaus Pulsnitz, Status 09 / 2020**