

General Terms and Conditions for the Hotel Accommodation Contract

1. Scope of Application

1.1 These terms and conditions apply to contracts for the rental of hotel rooms for accommodation purposes as well as all further services and deliveries provided by the hotel to the customer in this connection (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract, hotel room contract. 1.2 The subletting or further letting of the rooms provided, as well as their use for purposes other than accommodation, requires the hotel's prior consent in text form, whereby Section 540 (1) sentence 2 of the German Civil Code (BGB) is excluded, insofar as the customer is not a consumer. 1.3 General terms and conditions of the customer shall only apply if this has been expressly agreed in advance.

2. Conclusion of Contract, Contracting Parties, Limitation Period

2.1 The contracting parties are the hotel and the customer. The contract is concluded upon the hotel's acceptance of the customer's request. The hotel is free to confirm the room booking in text form. 2.2 All claims against the hotel generally become time-barred one year after the start of the statutory limitation period. Claims for damages become time-barred, subject to knowledge, after five years, unless they are based on injury to life, body, health or freedom; such claims for damages become time-barred after ten years regardless of knowledge. The shortened limitation periods do not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

3. Services, Prices, Payment, Set-off

3.1 The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services. 3.2 The customer is obliged to pay the hotel's agreed or applicable prices for the provision of the rooms and for any further services used by the customer. This also applies to services commissioned by the customer directly or through the hotel and provided by third parties, which the hotel has paid for in advance. 3.3 The agreed prices include the taxes and local levies applicable at the time the contract is concluded. Local levies for which the guest is personally liable under applicable municipal law, such as visitor's tax (Kurtaxe), are not included. If the statutory value-added tax changes, or if local levies on the service are newly introduced, changed or abolished after conclusion of the contract, the prices will be adjusted accordingly. For contracts with consumers, this only applies if the period between conclusion of the contract and performance of the contract exceeds four months. 3.4 The hotel may make its consent to a subsequent reduction requested by the customer in the number of rooms booked, the hotel's services, or the length of the customer's stay dependent on an increase in the price for the rooms and/or the hotel's other services. 3.5 Invoices issued by the hotel without a due date are payable in full within ten days of receipt of the invoice, without deduction. The hotel may demand immediate payment of due claims from the customer at any time. In the event of default of payment, the hotel is entitled to charge the applicable statutory default interest rate, currently 8%, or, for transactions involving a consumer, 5% above the base interest rate. The hotel reserves the right to prove higher damages. 3.6 The hotel is entitled to demand a reasonable advance payment or security from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment deadlines may be agreed in the contract in text form. For advance payments or security deposits relating to package travel, the applicable statutory provisions remain unaffected. 3.7 In justified cases, for example payment arrears by the customer or an expansion of the scope of the contract, the hotel is entitled, even after conclusion of the contract and up until the start of the stay, to demand an advance payment or security deposit within the meaning of clause 3.6 above, or an increase in the advance payment or security deposit agreed in the contract, up to the full agreed remuneration. 3.8 The hotel is further entitled, at the start of and during the stay, to demand a reasonable advance payment or security deposit within the meaning of clause 3.6 above for existing and future claims arising from the contract, insofar as this has not already been provided in accordance with clause 3.6 and/or clause 3.7 above. 3.9 The customer may only offset or set off against the hotel's claims with an undisputed or legally established claim.

4 Withdrawal by the Customer (Cancellation) / Non-Utilization of the Hotel's Services (No-Show)

4.1 The customer may withdraw from the contract concluded with the hotel only if a right of withdrawal has been expressly agreed in the contract, if another statutory right of withdrawal exists, or if the hotel expressly consents to the cancellation of the contract. Both the agreement of a right of withdrawal and any consent to a cancellation of the contract should be made in text form. 4.2 If the hotel and the customer have agreed on a date for free-of-charge withdrawal from the contract, the customer may withdraw from the contract up to that date without triggering any payment or damages claims by the hotel. The customer's right of withdrawal lapses if the customer does not exercise it vis-à-vis the hotel by the agreed date. If no right of withdrawal has been agreed, or if it has already lapsed, and no statutory right of withdrawal or termination exists, and the hotel does not consent to a cancellation of the contract, the hotel retains its claim to the agreed remuneration despite the customer's non-use of the service. The hotel must credit the income from any other letting of the rooms, as well as the expenses saved. If the rooms are not let elsewhere, the hotel may 4.3 apply a lump-sum deduction for expenses saved. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for overnight stays with or without breakfast, as well as for package arrangements including third-party services, 70% for half-board arrangements, 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 amount claimed. 4.4 The following cancellation terms apply: up to 3 months before arrival: free cancellation; 1 to 3 months before arrival: 40% of the agreed total price; 1 week to 1 month before arrival: 70% of the agreed total price; and for cancellations less than 1 week before arrival, or in the event of non-arrival: 100% of the agreed total price.

5 Withdrawal by the Hotel

5.1 If it has been agreed that the customer may withdraw from the contract free of charge within a certain period, the hotel is likewise entitled to withdraw from the contract during that period if other customers have enquired about the rooms booked under the contract and the customer, upon the hotel's request with a reasonable deadline, does not waive their right of withdrawal. 5.2 If an advance payment or security deposit agreed or requested in accordance with clause 3.6 and/or clause 3.7 above is not made even after a reasonable grace period set by the hotel has expired, the hotel is likewise entitled to withdraw from the contract. 5.3 Furthermore, the hotel is entitled to withdraw from the contract for good cause, in particular where: a) force majeure or other circumstances not attributable to the hotel make performance of the contract impossible; b) rooms were booked on the basis of misleading or false information, or by culpably concealing material facts; the customer's identity, solvency, or the purpose of the stay may be material in this regard; c) the hotel has good reason to believe that use of the service could jeopardize the smooth operation, safety, or public reputation of the hotel's business, without this being attributable to the hotel's sphere of control or organization; d) the purpose or occasion of the stay is unlawful; e) there is a breach of clause 1.2 above. 5.4 A justified withdrawal by the hotel does not entitle the customer to claim damages.

6 Provision, Handover and Return of Rooms

6.1 The customer does not acquire any claim to the allocation of specific rooms unless this has been expressly agreed. 6.2 Booked rooms are available to the customer from 3:00 p.m. on the day of arrival. The customer has no claim to earlier availability. 6.3 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 this time, the hotel may charge 50% of the full room rate (list price) for continued use of the room beyond the contract term until 6:00 p.m., and 90% from 6:00 p.m. onward. This does not give rise to any contractual claims on the part of the customer. The customer is free to prove that the hotel incurred no claim, or a substantially lower claim, for compensation for use.

7 Liability of the Hotel

7.1 The hotel is liable for damages attributable to it arising from injury to life, body or health. It is furthermore liable for other damages arising from an intentional or grossly negligent breach of duty by the hotel, or from an intentional or negligent breach of duties typical for this type of contract by the hotel. A breach of duty by the hotel is equivalent to a breach by a legal representative or vicarious agent. Further claims for damages are excluded unless otherwise provided for in this clause 7. Should disruptions or defects occur in the hotel's services, the hotel will endeavor to remedy them upon becoming aware of them or upon the customer's immediate complaint. The customer is obliged to contribute what may reasonably be expected of them in order to remedy the disruption and to keep any resulting damage to a minimum. 7.2 The hotel is liable to the customer for property brought onto the premises in accordance with statutory provisions. The hotel recommends use of the hotel or room safe. If the guest wishes to bring in money, securities and valuables worth more than EUR 800.00, or other items worth more than EUR 3,500.00, this requires a separate safekeeping agreement with the hotel. 7.3 Insofar as a parking space in the hotel garage or on the hotel car park is made available to the customer, even for a fee, this does not constitute a bailment (safekeeping) agreement. In the event of loss of, or damage to, motor vehicles parked or maneuvered on the hotel premises, and their contents, the hotel is liable only in accordance with clause 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 parcels for guests are handled with care. The hotel arranges for delivery and storage and, on request and for a fee, forwarding of the same. The hotel is liable only in accordance with clause 7.1, sentences 1 to 4 above.

8 Final Provisions

8.1 Amendments and additions to the contract, the acceptance of the application, or these general terms and conditions should be made in text form. Unilateral amendments or additions by the customer are invalid. 8.2 The place of performance and payment, as well as the exclusive place of jurisdiction – including for disputes relating to checks and bills of exchange – is, in commercial dealings, Bad Reichenhall (GALERIE-HOTEL - Owner: SB Real 2000 GmbH, Mackstrasse 2, 83435 Bad Reichenhall). Insofar as a contracting party satisfies the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany, 83435 Bad Reichenhall shall be deemed the place of jurisdiction. 8.3 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and of conflict-of-laws rules 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 all other respects, the statutory provisions shall apply.