

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 connection therewith (hotel accommodation contract). The term "hotel accommodation contract" encompasses 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, require 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 The customer's general terms and conditions shall apply only if this has been expressly agreed in advance.

2. Conclusion, Parties and Limitation Period of the Contract

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 As a general rule, all claims against the hotel become time-barred one year after the start of the statutory limitation period. Claims for damages become time-barred after five years, subject to knowledge thereof, unless they are based on injury to life, body, health or freedom, in which case they become time-barred after ten years irrespective of knowledge. These 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 available the rooms booked by the customer and to provide the agreed services.

3.2 The customer is obliged to pay the hotel's applicable or agreed prices for the provision of the room and for any additional services used. This also applies to services rendered and expenses incurred by third parties that were commissioned by the customer directly or through the hotel and advanced by the hotel.

3.3 The agreed prices include the taxes and local levies applicable at the time the contract is concluded. Local levies owed by the guest personally under the 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 subject of the service are newly introduced, changed or abolished after the contract is concluded, the prices will be adjusted accordingly. For contracts with consumers, this only applies if the period between conclusion 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 guests' stay conditional upon an increase in the price for the rooms and/or the hotel's other services.

3.5 Hotel invoices without a due date are payable 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 in payment, the hotel is entitled to charge default interest at the applicable statutory rate, currently 8%, or, for transactions involving a consumer, 5% above the base rate. The hotel reserves the right to prove higher damages.

3.6 Upon conclusion of the contract, the hotel is entitled to demand a reasonable advance payment or security from the customer, for example in the form of a credit card guarantee. The amount of the advance payment and the payment deadlines may be agreed in text form in the contract. Statutory provisions remain unaffected for advance payments or securities relating to package travel.

3.7 In justified cases, for example if the customer is in arrears with payment or the scope of the contract is extended, the hotel is entitled, even after conclusion of the contract and up to the start of the stay, to demand an advance payment or security within the meaning of Clause 3.6 above, or an increase in an advance payment or security already 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 from the customer 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 pursuant to 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 only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract, another statutory right of withdrawal exists, or the hotel expressly consents to the cancellation of the contract. Any agreement on a right of withdrawal, as well as any consent to the cancellation of the contract, should be made in text form.

4.2 If a deadline for free withdrawal from the contract has been agreed between the hotel and the customer, the customer may withdraw from the contract up to that point without giving rise to any payment or damages claims by the hotel. The customer's right of withdrawal lapses if the customer does not exercise the right of withdrawal vis-à-vis the hotel by the agreed deadline. If no right of withdrawal has been agreed, or if it has already lapsed, and there is also no statutory right of withdrawal or termination, and the hotel does not consent to the cancellation of the contract, the hotel retains its claim to the agreed remuneration even though the service is not used.

4.3 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 specified period, the hotel is likewise entitled to withdraw from the contract during that period if other customers have requested the contractually booked rooms and the customer, upon inquiry by the hotel with a reasonable deadline, does not waive its right of withdrawal.

5.2 If an advance payment or security agreed or requested pursuant to Clause 3.6 and/or Clause 3.7 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 The hotel is further entitled to withdraw from the contract for good cause, in particular if: a) force majeure or other circumstances not attributable to the hotel make it impossible to fulfil the contract; b) rooms are booked based on culpably misleading or false information, or by culpably withholding material facts, where the identity of the customer, their solvency, or the purpose of the stay may be material; c) the hotel has reasonable grounds to believe that use of the service could jeopardize the smooth operation of the business, the safety, or the public reputation of the hotel, without this being attributable to the hotel's sphere of control or organization; d) the purpose or occasion of the stay is unlawful; or 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 right to the provision 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 right to earlier availability.

6.3 On the agreed day of departure, 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, on account of the delayed vacating of the room, 50% of the full room rate (list price) for its use beyond the contract until 6:00 p.m., and 90% thereafter. This does not give rise to any contractual claims on the part of the customer. The customer remains free to prove that the hotel incurred no claim, or a substantially lower claim, for usage compensation.

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 further liable for other damages arising from an intentional or grossly negligent breach of duty by the hotel, or from an intentional or negligent breach by the hotel of duties typical to this type of contract. A breach of duty by the hotel is equivalent to one by a legal representative or vicarious agent. Further claims for damages are excluded unless otherwise provided in this Clause 7. Should disruptions or defects occur in the hotel's services, the hotel will endeavor to provide a remedy upon becoming aware thereof or upon the customer's immediate complaint. The customer is obliged to contribute what can reasonably be expected of them to remedy the disruption and to keep any possible damage to a minimum.

7.2 The hotel is liable to the customer for items brought onto the premises in accordance with statutory provisions. The hotel recommends using the hotel or room safe. If a guest wishes to bring in cash, securities and valuables worth more than EUR 800.00, or other items worth more than EUR 3,500.00, a separate safekeeping agreement with the hotel is required.

7.3 Insofar as a parking space in the hotel garage or on the hotel parking lot is made available to the customer, even for a fee, no safekeeping (bailment) agreement is thereby created. 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 deliveries of goods for guests are handled with care. The hotel will deliver, store, and, upon request and for a fee, forward such items. The hotel is liable only in accordance with Clause 7.1, sentences 1 to 4 above.

8. Final Provisions

8.1 Amendments and supplements to the contract, the acceptance of the request, or these general terms and conditions should be made in text form. Unilateral amendments or supplements by the customer are invalid.

8.2 The place of performance and payment, as well as the exclusive place of jurisdiction — including for disputes concerning cheques and bills of exchange — in dealings with merchants is Bad Reichenhall (GALERIE-HOTEL - owned by SB-Real 2000 GmbH, Mackstrasse 2, 83435 Bad Reichenhall). If 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 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.