

# GUEST ACCOMMODATION CONDITIONS OF HOSTS IN THE TEGERNSEE VALLEY

Dear Guest,

Thank you for your interest in booking accommodation with us. In the event that an accommodation contract is concluded, we will endeavour to make your stay as pleasant as possible. This will be assisted by clear legal agreements in relation to your rights and obligations as a guest and our rights and obligations as hosts, which we wish to agree with you in the form of the following accommodation conditions. The following accommodation conditions, provided they are effectively agreed, shall become the contents of the accommodation contract concluded between you and us in the event that a booking is made. **We would therefore ask you to read through these accommodation conditions carefully.**

## 1. Conclusion of a contract

1.1. The following applies to **all booking types**:

a) **Our offer and your booking are based on** our description of the accommodation and the supplementary information in the booking details (e.g. the classification details), insofar as these are available to you when making the booking.

b) In accordance with our legal obligation, we would point out that, in accordance with the legal provisions (Article 312g para. 2 sentence 1 clause 9 German Civil Code), no **right of cancellation** applies to accommodation contracts that are concluded remotely (by letter, catalogue, telephone call, telex, e-mail, text message (SMS) or radio/telemobile) but rather only the statutory provisions in relation to non-utilization of rental services (§ 537 German Civil Code (BGB) (see also item 4 of these Accommodation Conditions). However, a cancellation right exists if the accommodation contract has been concluded outside of business premises, unless the oral negotiations upon which the contract was concluded have been carried out by you as a consumer on the basis of a previous order; in the latter case there is also no right of withdrawal.

1.2. The following principles apply to the booking, which may be made **verbally, by telephone, in writing, by e-mail or fax**:

a) When making a booking, you, the Guest, make a **binding** offer to conclude an accommodation contract with us.

b) The contract is concluded upon receipt of our declaration of acceptance (booking confirmation). No particular form is required, so that **verbal and telephone confirmations are legally binding for you and us**. As a rule, we will also send you a written copy of the booking confirmation in the case of verbal or telephone booking confirmations. Verbal or telephone bookings by you, the Guest, when followed up by a corresponding binding verbal or telephone confirmation from us shall **also lead to a binding contract** even if the corresponding printed copy of the booking confirmation **is not received** by you.

c) If we make a special offer to you at your request, then, contrary to the above regulations, a **binding contract offer has been made by us to you**. In such cases, the contract shall come into effect without any corresponding confirmation by us if you accept this offer within the period stated in the offer without any restrictions, amendments or extensions by means of express declaration, deposit, final payment or utilization of the accommodation.

1.3. The following applies to the conclusion of a contract based on bookings made **via the Internet**:

a) When you use the **"zahlungspflichtig buchen"** ("Make a Binding Booking") button, you offer to conclude an accommodation contract with us. We will immediately confirm the receipt of your booking by electronic means. **Inquiries regarding available accommodation or requests for an offer made via the Internet do not constitute a binding contract offer on your part**. The provision of the contract offer by pressing the "zahlungspflichtig buchen" ("Make Binding Booking") button **shall not entitle you to an accommodation contract in accordance with your booking details**. Thus the act of sending our binding booking does not lead to the conclusion of the contract. Rather we are free to decide whether or not to accept the contract offer (your booking).

b) The contract shall come into force upon your **receipt of our booking confirmation**.

c) If the booking is confirmed immediately after you have made your booking by clicking on the "Zahlungspflichtig buchen" ("Make Binding Booking") button and our booking confirmation has appeared on the screen (booking in real time), the accommodation agreement will come into force upon receipt and display of this booking confirmation without requiring notice of the receipt of your booking. In this case you will have the opportunity to save and print the booking confirmation. However, the binding nature of the accommodation contract is not dependent on you using these save or printout options. In general, we will also send you a copy of the booking confirmation by e-mail or e-mail attachment. However, the receipt of such additional confirmation of booking is also not a prerequisite for the legally binding nature of the accommodation

contract.

## 2. Prices and services

2.1. The prices given in the booking form (accommodation list, offer from the host, Internet) are final prices and include the statutory rate of value-added tax and all ancillary costs unless otherwise stated in the case of ancillary costs. Visitors' charges/taxes as well as fees for consumption-dependent services charged (e.g. electricity, gas, water, firewood) can be accrued and invoiced separately, as can those for optional and additional services that can only be booked or requested on arrival.

2.2. The services we provide as hosts are determined solely by the content of the booking confirmation, the details of the accommodation and our services in the booking form, as well as any contracts expressly concluded with you.

## 3. Payment

3.1. The due date of the deposit and the balance depends on the agreement between you and us as stated in the booking confirmation. If a special agreement has not been reached, the entire accommodation price, including the charges for incidental costs and additional payments shall be payable at the end of the stay and must be paid to us.

3.2. After the contract has been concluded, we can demand a deposit of up to 20% of the total price of the accommodation and the booked additional services, unless otherwise agreed on an individual basis in relation to the amount of the deposit.

3.3. For stays of longer than one week, we may require payment at the end of the week for the days already spent, as well as any supplementary services (for example, catering expenses not included in the accommodation price, items used from the mini-bar).

3.4. Payments cannot be made in foreign currencies or by third party check. Credit card payments are only possible if this has been agreed or is generally offered and advertised by us. Payments at the end of the stay cannot be settled by credit transfer.

3.5. If you fail to make an agreed payment, despite a reminder by us with a reasonable deadline, or if such payment is not completed within the stated deadline, insofar as we ourselves are ready and able to provide the contracted services and insofar as there is no statutory or contractual right of retention, we shall be entitled to withdraw from the contract with you and to demand cancellation costs from you in accordance with item 4 of these conditions.

## 4. Cancellation and no-show

4.1. In the event of your cancellation or no-show, our entitlement to payment of the agreed accommodation price, including board and charges for additional services shall remain.

4.2. We shall endeavour to find alternative use for the accommodation as part of regular business operations, without being obliged to undertake special efforts and taking into account the special character of the accommodation booked (e.g. non-smoking room, family room).

4.3. If we are able to obtain another booking for the period you have booked, we shall offset the revenue obtained from such a booking as expenses that have not been incurred.

4.4. Based on the percentages recognized by the jurisdiction relating to the assessment of saved expenses, you shall be obliged to pay to us the following amounts, in each case based on the total price of the accommodation services (including all ancillary costs), but not including visitor's taxes:

■ <b>For vacation apartments/ self-catering accommodation</b>	<b>90%</b>
■ <b>For overnight accommodation/breakfast</b>	<b>80%</b>
■ <b>For half-board</b>	<b>70%</b>
■ <b>For full-board</b>	<b>60%</b>

4.5. You expressly bear the onus of providing evidence to us that our saved expenses were significantly higher than the deductions shown above and that the accommodation services or other services were put to alternative use. In the event that such evidence is provided, you shall

only be required to pay the lesser amount as applicable.

#### **4.6. We strongly recommend that you arrange travel cancellation insurance**

4.7. The cancellation (see item 4.1) must be sent directly to us for all bookings and should be communicated in writing in your own interests.

### **5. Arrival and departure**

5.1. You are required to arrive at the agreed time and by 6.00 pm at the latest unless agreed otherwise.

5.2. The following applies to later arrivals:

a) You are obliged to notify us by the agreed arrival date at the latest if you intend to arrive late or if, in the case of a multi-day booking, you intend arriving at the booked accommodation on a subsequent day.

b) If we do not receive a timely notification, we shall be entitled to use the accommodation otherwise. The provisions of para. 4 shall apply correspondingly to the period of vacancy.

c) If you advise us of a later arrival, you must pay the agreed amount, minus any saved expenses according to items 4.4 and 4.5, for the unused occupancy period, unless we are contractually or legally responsible for the reasons for the delay in occupancy.

5.3. You are required to vacate the accommodation at the agreed time and by 11.00 pm at the latest on the departure date unless agreed otherwise. If you fail to vacate the accommodation in good time at the end of the stay, we may charge a corresponding additional fee. We reserve the right to claim further damage.

### **6. Your obligations as a guest; cancellations by you as a guest, or by us; admittance of pets**

6.1. You are obliged to treat the accommodation and its equipment and any of the host's facilities (for instance swimming pool and/or sauna) in accordance with the regulations of use and general care.

6.2. You are obliged to comply with the rules of the house and grounds which have been supplied to you or with which you have had ample opportunity to acquaint yourself.

6.3. You are obliged to inspect the accommodation and its facilities upon arrival to notify us immediately of any obvious defects or damage.

6.4. You undertake to report any defects or deficiencies to us without delay and request a remedy. If the notice of defect is culpably omitted, claims made by you may cease to be valid, either wholly or in part.

6.5. You are only entitled to cancel the contract in the event of significant defects or deficiencies. On submitting the notice of defect, you must give us sufficient opportunity to provide a remedy, unless the remedy is impossible or refused by us or if immediate cancellation by us is objectively justified by a special interest on your part which is recognized by us, or if it is based on reasons that make the continuation of the stay objectively unreasonable.

6.6. Pets may only be kept in the accommodation in the event of an express agreement being concluded in this regard, providing the Host has advertised this possibility. In connection with such agreements, the Guest shall undertake to provide truthful information regarding species and size. Violations of this can entitle the Host to exceptional termination of the guest accommodation agreement.

### **7. Limitation of liability**

7.1. We shall have no liability arising from the guest accommodation contract according to § 536a German Civil Code for damages resulting from fatal injury, physical injury or damage to health, unless these are due to intentional or grossly negligent breach of duty by us or our legal representative or agent.

7.2. Our liability for property belonging to you according to §§ 701 et seq. German Civil Code shall not be affected by this provision.

7.3. We are not liable for service deficiencies in connection with services which are clearly provided on an intermediary basis for you as third-party services (e.g. sports events, theatrical performances, exhibitions etc.). The same applies to third-party services which are provided on an intermediary basis as part of the accommodation reservation, to the extent that these are expressly shown in the offer or booking confirmation to be third-party services.

### **8. Alternative dispute resolution; choice of law and jurisdiction**

8.1. With regard to the Consumer Dispute Resolution Act, we would point out that we do not currently participate in a voluntary consumer dispute resolution scheme. If participation in a consumer dispute resolution scheme becomes obligatory for us after these conditions are printed, you will be informed accordingly. For all accommodation contracts concluded by electronic means we would refer you to the European online dispute resolution platform <https://ec.europa.eu/consumers/odr/>.

8.2. The contractual relationship between you and us shall be subject solely to German law. The same applies to other legal relations.

8.3. You can only take legal cases against us at our place of business.

8.4. Your domicile shall be decisive for lawsuits against you. For legal actions against guests, who are businessmen, legal persons under public or private law or persons who have their domicile/business address or habitual residence abroad, or whose domicile or place of business or habitual residence is unknown at the time of the appeal, the legal venue shall be our place of business.

8.5. The above provisions shall not apply if and insofar as mandatory provisions of the European Union or other international provisions are applicable to the contract.

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