



## **General Terms and Conditions of Resort Achental GmbH in guest admission contracts**

**As of: 01/2021**

Dear Guest,

If you book accommodation or other services specified below with us, these general terms and conditions become part of the contractual relationship between you and us, Resort Achental GmbH (hereinafter referred to as the "hotel"). Therefore, please read these terms and conditions carefully.

### **§ 1 Scope of application**

(1) These general terms and conditions (GTC) apply to all contracts between Resort Achental GmbH (hereinafter referred to as the "hotel") and the customer regarding the provision of all services in connection with accommodation, guest admission, hotel and hotel room contracts, in particular the provision or rental of hotel rooms for accommodation (in what is hereinafter referred to only as the "guest admission contract").

(2) The terms and conditions of the hotel apply exclusively. Deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that the golf course has expressly agreed to their validity in text form. This approval requirement applies in all cases, for example even if the hotel supplies agreed services to the customer without any reservation in knowledge of the customer's terms and conditions.

(3) The subletting of loaned rooms, areas or other exhibition possibilities as well as the holding of job interviews, sales or similar events or issuing public invitations to do so requires the prior written consent of the hotel in text form. § 540 para. 1 s. 2 BGB is waived if the customer is not a consumer.

### **§ 2 Conclusion of contract, services of the hotel, statute of limitations**

(1) A contract between the hotel and the customer can only be concluded if the hotel accepts the customer's application to conclude a guest admission contract. The acceptance of the application by the hotel can be made informally, but generally the application is accepted in text form by means of a booking confirmation.

(2) Non-binding reservations of hotel rooms or other services are only possible within the framework of express agreements between the hotel and the customer in text or written form. In the event that the customer wishes to turn the non-binding reservation into a binding booking, the conclusion of a corresponding guest admission contract in accordance with the above provisions in § 1 of these general terms and conditions requires a renewed acceptance of the application by the hotel.

(3) The hotel is obliged to provide the hotel rooms booked by the customer and, if necessary, to provide further services, insofar as these have been agreed. Information in brochures, on the website as well as other service and object descriptions, in particular on internet platforms or in local or hotel guides, shall only become part of the contract to the extent that their content has been expressly agreed between the hotel and the customer.

(4) Accommodating animals of any kind is only permitted in the case of an express agreement in text or written form. In the event of such an agreement, the customer is obliged to provide truthful information about the type and size of the animal.

(5) All claims against the hotel shall, in principle, become statute-barred one year after the statutory commencement of the limitation period. This does not apply to claims for damages and other claims, provided that the latter are based on an intentional or grossly negligent breach of duty by the hotel.

### **§ 3 Prices, terms of payment**

(1) The customer is obliged to pay the agreed prices for the services of the hotel, in particular for the booked hotel rooms, as well as in the case of services of third parties commissioned by the customer directly or via the hotel and for which the hotel pays the costs incurred. The same applies to fees for services for which consumption-based billing is specified in the booking confirmation or has been agreed separately (e.g. use of the telephone, internet, etc.) or insofar as optional and/or additional services are shown as chargeable by appropriate notice, in particular price notices.

(2) The agreed prices are final prices and include the taxes applicable at the time of concluding the contract (sales tax in particular) as well as other charges. Not included are duties owed by the customer themselves according to their legal status, e.g. tourist tax. The hotel is entitled to adjust the agreed prices if this adjustment is based on changes after the conclusion of the contract in the statutory sales tax or in the introduction, modification or cancellation of local taxes on the service provided. Insofar as the customer is a consumer within the meaning of § 13 BGB, an adjustment of the prices by the hotel is only permitted if the period between conclusion of the contract and fulfilment of the service exceeds four months.

(3) After conclusion of the contract, the hotel may consent to a reduction or reduction desired by the customer with regard to the scope of the booked hotel rooms (both in terms of duration and number of rooms) or other services if the price for the required hotel rooms or the other desired services of the hotel increases.

(4) In the event of agreement of a payment on account, the invoice amount is due for payment without deduction within 14 days of receipt of the invoice. From the due date, the hotel can demand immediate payment from the customer at any time. If the customer is behind the payment deadline, the hotel's claim for late payment interest shall be governed by the statutory provisions. The hotel reserves the right to prove a higher compensation entitlement.

(5) The customer can only offset undisputed or legally established claims against claims of the hotel.

(6) The hotel reserves the right to demand an appropriate advance payment or another security deposit as a condition for the conclusion of the contract. The amount of the advance payment and its due date are subject to the relevant agreements in the contract. After conclusion of the contract, the hotel is entitled, in justified cases, by the beginning of the customer's stay, in particular in the case of payment arrears of the customer or in the event of the extension of the agreed services, to demand an advance payment or other security deposit in accordance with the above-mentioned regulations.

The same applies to an increase in an advance payment already made or other security deposit up to the amount of the full price. Likewise, the hotel is entitled to demand an advance payment or another security deposit for existing or future claims from the contractual relationship during the customer's stay, unless this has already been done in accordance with the above provisions.

(7) The customer agrees that the invoice can be sent to them electronically.

#### **§ 4 Cancellation, withdrawal of the customer or the hotel, no-shows**

(1) A right for the customer to withdraw from the contract only exists if this is expressly agreed in writing or in text form in the contract or according to the content of the booking confirmation. In all other respects, the customer's right to withdraw from the contract shall be governed by the statutory provisions.

(2) Insofar as the customer does not have a right of withdrawal from the contract and/or the law, or in the event that the customer's declaration of withdrawal has not been exercised in due time, the hotel is also entitled to demand payment of the agreed prices or remuneration if the customer does not make use of the agreed services. Income from other use of the service, in particular renting a hotel room to other customers, as well as saved expenses, must be credited to the hotel. In the event that the hotel room booked by the customer cannot be rented elsewhere, the customer is obliged to pay the cancellation costs described in more detail in §4 (3) as part of a lump sum of the saved expenses. The customer has the right to prove that the hotel has suffered no or low damage. For guaranteed reservations lasting several days, in the case of no shows all subsequent nights will be cancelled from the second night of the stay inclusive and the customer is not entitled to these subsequent nights.

(3) Unless otherwise agreed in text or written form, the following cancellation conditions apply to bookings of up to 4 hotel rooms:

- up to 7 days before the booked arrival date, the room units can be cancelled free of charge.
- in the last 7 days before the booked arrival date or in case of no-show, 90% of the total package price, or in the case of package arrangements in which services of third parties have been agreed, 80% of the total package price must be paid.

For bookings of several rooms by groups, i.e. for a booking of five or more hotel rooms, the following conditions apply unless otherwise agreed in text or written form:

- up to 6 months before the booked arrival date, 100% of the booked room units can be cancelled free of charge.
- up to 3 months before the booked arrival date, 50% of the booked room units can be cancelled free of charge.
- up to 6 weeks before the booked arrival date, 10% of the booked room units can be cancelled free of charge.

The above provisions do not apply cumulatively. For possibilities not covered by this cancellation option, the above provisions shall apply accordingly.

(4) Insofar as the customer has been granted the right by contractual agreement to withdraw from the contract free of charge within a certain period of time, the hotel is entitled, if there are queries from other customers for the contractually booked rooms, to request the customer, within a reasonable deadline, to inform them whether the customer waives their right to withdraw free of charge. If the customer declares their willingness to waive the right to free withdrawal within this period, the booking becomes binding for them and the hotel cannot withdraw from the contract on the basis of this regulation. If the customer does not declare this waiver, whether expressly or implied by letting the deadline lapse, the hotel may withdraw from the contract during the period in which the customer would also be entitled to withdraw from the contract free of charge.

(4) The hotel is also entitled to withdraw from the contract if an advance payment or security deposit agreed or required in accordance with § 3 (6) is not provided by the customer even after another reasonable deadline has been set.

(6) Furthermore, the hotel reserves the right to withdraw from the contract for a valid reason, in particular in the event that

- force majeure or other circumstances for which the hotel is not responsible, which make it impossible to fulfil the contract

The purpose, type or reason for the stay violates applicable legal provisions - the booked rooms are used by a guest other than the customer named in the booking or the fellow travellers named by the latter, without the hotel being informed of this, in particular in cases of subletting or in the case of commercially active customers when transferring accommodation, without the hotel having given its prior consent. The same applies in the event that hotel rooms are booked by providing misleading or false information or by concealing essential details. Essential for the hotel are, in particular, the identity of the customer as well as their solvency and the purpose of his stay.

- The hotel has reasonable grounds to believe that the use of the hotel may jeopardise the smooth running of business, the safety or the reputation of the hotel in public, without this being assigned to the control or organisational area of the hotel.

- The customer violates essential contractual obligations despite a warning from the hotel, in particular usage regulations (e.g. swimming pool, sauna)

(7) In the event of a justified withdrawal by the hotel, a claim of the customer for damages is excluded.

#### **§ 5 Provision, handover and return of hotel rooms**

(1) The customer is only entitled to the provision of hotel rooms in the booked room category, but not to the provision of certain rooms, unless this has been expressly agreed in text form.

(2) Booked rooms are available to the customer from 15:00 on the agreed day of arrival. No claim to use the rooms before this time can be made, unless this has been expressly agreed in text form.

(3) The customer is obliged to make the rooms available on the agreed day of departure by 11:00 at the latest. In the event of a delayed check-out, the hotel is entitled to charge 50% of the list price for unauthorized further use until 18:00, and 90% of the list price for further use beyond 18:00. In this case, no contractual claims of the customer for services of the hotel are justified. The customer reserves the right to prove that the hotel has no or a significantly lower claim to a usage fee.

#### **§ 6 Liability of the hotel**

(1) Claims from the customer for damages are excluded. Excluded from this are claims for damages of the customer for injury to life, body, health or from the violation of essential contractual obligations (obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on the observance of which the contractual partner regularly relies and may rely) as well as liability for other damages that are based on an intentional or grossly negligent breach of duty by the hotel, its legal representatives or agents.

(2) In the event of a breach of essential contractual obligations, the hotel shall only be liable for foreseeable damage typical of the contract if this was caused by simple negligence, unless a customer is claiming for damages resulting from injury to life, body or health.

(3) The restrictions of paragraphs 1 and 2 shall also apply in regard to legal representatives and agents of the provider if claims are asserted directly against them.

(4) Should disturbances or defects occur in the services of the hotel, the customer is obliged to inform the hotel immediately, unless the hotel has already become aware of this, and to set a reasonable deadline for remedy. The customer shall contribute to a reasonable extent, where possible, to remedy the defect or disruption and to keep possible damage to a minimum.

(5) The hotel is not liable for service disruptions in connection with services that are expressly and/or recognisably offered to the customer as services of third parties and that the hotel merely facilitates (e.g: sports events, theatre visits, exhibitions, etc.). This also applies if the services of third parties are already facilitated together with the booking of the hotel rooms or other services provided by the hotel.

(6) The hotel is liable to the customer for items they bring in, in accordance with the statutory provisions. The hotel and room safe is available to the customer for the storage of valuables, and the use of this is expressly recommended by the hotel. If the customer wishes to keep money, securities or other items with a value of more than 800.00 EUR or other items with a value of more than 3,500.00 EUR, this requires a separate storage arrangement with the hotel.

(7) The provision of a parking space in the hotel garage or car park does not constitute a safekeeping agreement between the customer and the hotel, even if there is a fee for the parking space. The hotel is liable for any loss or damage to motor vehicles parked or maneuvered on the hotel property as well as their contents and accessories only in accordance with the above regulations.

(8) Wake-up calls, messages, mail and consignments of goods are carried out or handled by the hotel with the utmost care. The hotel takes over the delivery, storage and, if commissioned accordingly, the forwarding of mail and consignments of goods for a fee. The hotel is liable in accordance with the above regulations.

## **§ 7 Data protection**

(1) The privacy policy can be viewed under [www.das-achental.com/datenschutz/](http://www.das-achental.com/datenschutz/).

## **§ 8 Final provisions**

(1) Changes and additions to the contract, its acceptance by the hotel or these guest admission conditions shall be made in text or written form.

(2) Contracts between the hotel and the customer shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Code on Contracts for the International Sale of Goods and the conflict of laws provisions.

(3) If the customer is a merchant, a legal entity under public law or a special fund under public law or in the event that a customer fulfils the requirements of § 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising from contractual relationships between the customer and the hotel is the registered office of the hotel.

(4) Should individual provisions of these guest accommodation conditions be invalid or not be invalid or become invalid, this shall not affect the validity of the remaining provisions. In other respects, the statutory provisions shall apply



(5) In accordance with its legal obligation, the hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes (ODR platform): <http://ec.europa.eu/consumers/odr/>. However, the hotel does not participate in dispute resolution proceedings before consumer arbitration bodies.