

GENERAL TERMS AND CONDITIONS GUESTHOUSE MARGARITA - 2009

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GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION AGREEMENT (AGBH)

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General terms and conditions for the hotel accommodation contract

I. SCOPE

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation as well as all other services and deliveries provided by the hotel to the customer in this context (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms: accommodation, guest accommodation, hotel, hotel room contract.
2. The subletting or re-letting of the rooms provided and their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby § 540 paragraph 1 sentence 2 BGB is waived if the customer is not a consumer.
3. The customer's general terms and conditions only apply if this has been expressly agreed in writing beforehand.

II. CONCLUSION OF CONTRACT, PARTNERS, STATUTE OF LIMITATIONS

1. The contract is concluded when the hotel accepts the customer's application.
The hotel is free to confirm the room booking in text form.
2. The contractual partners are the hotel and the customer. If a third party has ordered for the customer, he or she is jointly and severally liable to the hotel together with the customer for all obligations arising from the hotel accommodation contract, provided the hotel has a corresponding declaration from the third party.
3. All claims against the hotel expire one year after the start of the statutory limitation period. Claims for damages expire after five years, regardless of knowledge, unless they are based on an injury to life, body, health or freedom. These claims for damages become time-barred after ten years, regardless of knowledge. The shortened statute of limitations does not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

III. SERVICES, PRICES, PAYMENT, OFFSET

1. The hotel is obliged to keep the rooms booked by the customer available and the to provide agreed services.
2. The customer is obliged to pay the agreed or applicable hotel prices for rooms provided and for other services used.
This also applies to services and expenses of the hotel to third parties arranged by the customer. The agreed prices include the respective statutory sales tax.
3. The hotel can make its consent to a subsequent reduction in the number of booked rooms, the hotel's service or the length of stay of the customer, as requested by the customer, dependent on the price for the room and/or for the other services of the hotel increasing .
4. Hotel invoices without a due date are payable within 7 days of receipt of the invoice without deduction. The hotel can demand the immediate payment of due claims from the customer at any time. In the event of default of payment, the hotel is entitled to demand the applicable statutory default interest of currently 8% or, in the case of legal transactions in which a consumer is involved, of 5% above the base interest rate. The hotel reserves the right to prove higher damage.
5. The hotel is entitled to demand an appropriate advance payment or security in the form of a credit card guarantee, a deposit or similar from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in writing in the contract. In the case of advance payments or security deposits for package tours, the statutory provisions remain unaffected.
6. In justified cases, e.g. the customer is in arrears with payment or the scope of the contract is extended, the hotel is entitled to demand an advance payment or security deposit in the sense of number 5 above or an increase in the advance payment or security deposit agreed in the contract up to the full to demand the agreed remuneration.
7. The hotel is also entitled to demand a reasonable advance payment or security deposit within the meaning of number 5 above for existing and future claims arising from the contract at the beginning and during the stay, insofar as such has not already been provided in accordance with number 5 and/or 6 above was done.
8. The customer can only have an undisputed or legally binding claim against one
Set off or offset the hotel's claim.

IV. WITHDRAWAL BY THE CUSTOMER (CANCELLATION, CANCELLATION) / FAILURE TO USE HOTEL SERVICES (NO SHOW)

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's consent in text form. If this does not take place, the agreed price from the contract must be paid even if the customer does not make use of the contractual services.
2. If an appointment for free cancellation of the contract has been agreed in text form between the hotel and the customer, the customer can cancel the contract up to that point without triggering any payment or damage claims by the hotel. The customer's right of withdrawal expires if he does not exercise his right of withdrawal to the hotel in text form by the agreed date.
3. In the case of rooms not used by the customer, the hotel must offset the income from renting these rooms to other parties as well as the expenses saved.
If the rooms are not rented out elsewhere, the hotel can demand the contractually agreed remuneration and make a flat-rate deduction for saved expenses of the hotel.
4. Withdrawal by a unilateral declaration by the contractual partner with payment is as follows
Cancellation fees possible:
 - up to 1 month before the day of arrival 40% of the total package price;
 - up to 1 week before the day of arrival 70% of the total arrangement price;
 - in the last week before the day of arrival 90% of the total package price.
 - No show on arrival day 100%

up to 3 months	3 months to 1 month	1 month to 1 week	In the last week
no cancellation fees	40%	70%	90%

V. WITHDRAWAL OF THE HOTEL

1. If it has been agreed in text form that the customer can withdraw from the contract free of charge within a certain period, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers about the contractually booked rooms and the customer responds to the request of the Hotels has not waived its right to withdraw.
2. If the guest does not appear by 6 p.m. on the agreed day of arrival, there is no obligation to provide accommodation unless a later arrival time has been agreed.
3. If an advance payment or security deposit that has been agreed or requested in accordance with Section III, Nos. 5 and/or 6 above is not made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

4. Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons to withdraw extraordinarily, for example if
 - Force majeure or other circumstances for which the hotel is not responsible prevent the fulfillment of the contract make the contract impossible;
 - rooms or spaces are booked culpably with misleading or false information about material contractual facts, eg about the customer or the purpose of his stay;
 - the hotel has reasonable grounds to assume that the use of the hotel's services may jeopardize the smooth running of business, the security or the reputation of the hotel in public, without this being the responsibility of the governing body or is attributable to the organizational area of the hotel;
 - the purpose or reason for the stay is unlawful;
 - there is a violation of the above-mentioned number 1 number 2.
5. If the hotel withdraws with justification, the customer is not entitled to compensation.

VI. ROOM AVAILABILITY, DELIVERY AND RETURN

1. The customer does not acquire any right to the provision of specific rooms, insofar as this has not been expressly agreed in writing.
2. Booked rooms are available to the customer from 3:00 p.m. on the agreed arrival date. The customer has no right to earlier availability.
3. If a room is occupied for the first time before 7:00 a.m., the time counts previous night as the first overnight stay
4. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 12 noon at the latest. After that, the hotel can charge the full accommodation price (list price) for the use of the room that exceeds the contract due to the delayed vacating of the room. This does not justify contractual claims by the customer.
He is free to prove that the hotel has no or a significantly lower claim to usage fees.
5. The contractual partner has no right to have his stay extended. If the contractual partner announces his wish to extend the stay in good time, the hotel can agree to the extension of the contract. The hotel has no obligation to do so.
6. If the contractual partner cannot leave the hotel on the day of departure because all departure options are blocked or unusable due to unforeseeable extraordinary circumstances (e.g. extreme snowfall, flooding, etc.), the hotel accommodation contract will be automatically extended for the duration of the impossibility of departure.
A reduction in the fee for this period is only possible if the contractual partner cannot fully use the services offered by the hotel due to the unusual weather conditions. The hotel is entitled to charge at least the fee that corresponds to the price normally charged in the low season.

VII. HOTEL LIABILITY

1. The hotel is liable for its obligations under the contract. Customer claims for compensation are excluded. Excluded from this are damages resulting from injury to life, limb or health if the hotel is responsible for the breach of duty, other damages which are based on an intentional or grossly negligent breach of duty by the hotel and damages which are based on an intentional or negligent breach of typical contractual obligations of the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Should disruptions or defects in the hotel's services occur, these must be reported by the guest. The hotel will endeavor to remedy the situation if it becomes aware of it. The customer is obliged to do what is reasonable for him to remedy the disruption and to keep possible damage to a minimum.
2. The hotel is liable to the customer for items brought in according to the statutory provisions. Thereafter, liability is limited to a hundred times the room price, but no more than €3,500 and, deviating from this, for money, securities and valuables up to a maximum of €800, provided that the hotel has accepted these items for safekeeping with knowledge of their condition or in the case that the damage was caused by himself or one of his employees.
3. If the customer is provided with a parking space in the hotel garage or in a hotel car park, even for a fee, this does not result in a custody agreement. The hotel is not liable for the loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents, except in the case of intent or gross negligence on the part of a hotel employee. For the exclusion of the customer's claims for damages, the regulation of the above number 1, sentences 2 to 4 applies accordingly.
4. Wake-up calls are carried out by the hotel with the greatest care.
5. Messages, post and consignments for the guests are treated with care. The hotel must be informed of incoming mail or shipments of goods. The hotel takes care of the delivery and - if requested - storage and/or forwarding of the same for a fee. For the exclusion of claims for damages by the customer, the regulation of the above number 1, sentences 2 to 4 applies accordingly.
6. If the contractual partner is an entrepreneur, the hotel's liability for slight and gross negligence is excluded. In this case, the contractual partner bears the burden of proof for the existence of fault. Consequential damages, immaterial damages or indirect damages as well as lost profits will not be compensated. In any case, the damage to be compensated is limited to the level of trust.

VIII. Animal Husbandry

1. Animals may only be brought into the hotel with the hotel's prior consent and, if necessary, for a special fee depending on the conclusion of the contract.
2. The contractual partner who takes an animal with him is obliged to keep or supervise this animal properly during his stay or to have it kept or supervised by suitable third parties at his own expense.
3. The contractual partner or guest who takes an animal with him must have appropriate animal liability insurance or private liability insurance, which also covers possible damage caused by animals. Proof of the relevant insurance must be provided upon request by the hotel.

4. The contractual partner or his insurer are jointly and severally liable to the hotel for the damage caused by animals brought along. In particular, the damage also includes those replacement services by the hotel that the hotel has to provide to third parties.
5. Animals are only allowed in the social or restaurant rooms after consultation with the stay hotel.

VIII. Illness or death of the guest

1. If a guest falls ill during his stay in the hotel, the hotel will provide medical care at the guest's request. If there is imminent danger, the hotel will arrange for medical care even if the guest does not specifically request it, especially if this is necessary and the guest is unable to do so himself.
2. As long as the guest is unable to make decisions or the guest's relatives cannot be contacted, the hotel will provide medical treatment at the guest's expense. However, the scope of these care measures ends at the point at which the guest can make decisions or the relatives have been notified of the illness.
3. The hotel has claims for compensation from the contractual partner and the guest or, in the event of death, from their legal successors, in particular for the following costs:
 - Outstanding medical expenses, costs for patient transport, medication and medical aids
 - necessary room disinfection,
 - linen, bed linen and bed furnishings that have become unusable, otherwise for the disinfection or thorough cleaning of all these items,
 - Restoration of walls, furnishings, carpets, etc., insofar as these are have been contaminated or damaged in connection with the illness or death,
 - room rent, insofar as the room was used by the guest, plus any days that the rooms cannot be used due to disinfection, clearance or similar, - any other damage incurred by the accommodation provider.

X. FINAL PROVISIONS

1. Changes and additions to the contract, the acceptance of the application or these general terms and conditions should be made in text form. Unilateral changes or additions by the customer are invalid.
2. The place of performance and payment is the location of the hotel.
3. The exclusive place of jurisdiction - also for check and bill of exchange disputes - in commercial transactions is the hotel's registered office. If a contractual partner meets the requirements of Section 38 Paragraph 2 ZPO and does not have a general place of jurisdiction in Germany, the place of jurisdiction is the hotel's registered office.

4. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.

5. Should individual provisions of these General Terms and Conditions be or become ineffective or void, this will not affect the effectiveness of the remaining provisions. In addition, the statutory provisions apply.