

# GENERAL TERMS AND CONDITIONS

## I. Scope of application

1. These Terms and Conditions shall apply to contracts for the rental of hotel rooms for lodging purposes as well as all other services rendered by the hotel to the customer in this connection (hotel accommodation contract).

2. The subletting or reletting of the rooms provided as well as their use for purposes other than accommodation shall require the prior consent of the hotel in text form.

3. The customer's general terms and conditions shall only apply if this has been expressly agreed in text form in advance.

## II. Conclusion of contract, contracting parties, limitation period

1. The contract is concluded by the hotel's acceptance of the customer's application. Acceptance shall be effected by means of a booking confirmation by the hotel. The hotel is free to confirm the booking in text form. If, in the case of a booking via the hotel's website ([www.bergkristall.de](http://www.bergkristall.de)), the payment or authorisation of the means of payment fails, no booking shall be made and no contract shall therefore be concluded.

2. The contracting parties are the hotel and the customer. If the booking is not made by the customer himself but by a third party, the third party shall be liable to the hotel together with the customer as joint and several debtors for all obligations arising from the contract. Irrespective of this, the third party is obliged to pass on to the customer all information relevant to the booking, in particular these General Terms and Conditions.

3. Bookings may only be made by persons with full legal capacity.

4. All claims against the hotel are generally subject to a limitation period of one year from the statutory commencement of the limitation period. Claims for damages shall become statute-barred after five years. The shortening of the 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

1. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.

2. The hotel is entitled to accommodate customers at the booked price in another hotel with comparable facilities and services without any recourse being possible against the hotel if there is an important reason, in particular if accommodation in the reserved hotel is not possible.

3. The customer is obliged to pay the agreed or applicable prices of the hotel for the provision of the room and the further services booked or used by him. This also applies to services ordered by the customer directly or via the hotel, which are provided by third parties and paid for by the hotel.

4. The agreed prices include the taxes and local charges applicable at the time of conclusion of the contract. They do not include local taxes which are owed by the customer according to the respective local law (e.g. visitor's tax). In the event of a change in the statutory value added tax or the introduction, amendment or abolition of local levies on the object of performance after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion and performance of the contract exceeds four months.

5. 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 customer's length of stay conditional on an increase in the price for the rooms and/or for the hotel's other services.

6. Invoices of the hotel are payable without deduction within 14 days from the date of sending the invoice. In the event of late payment, the hotel shall be entitled to charge a lump sum (late payment surcharge, handling fee) in the amount of € 25,00.

7. The hotel is entitled to demand a reasonable advance payment or security deposit, for example in the form of a credit card, upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in text form in the contract.

8. In justified cases, e.g. payment arrears on the part of the customer, the hotel shall be entitled to refuse further services.

9. The customer may only set off or offset an undisputed or legally binding claim against a claim of the hotel.

#### **IV. Withdrawal of the customer (cancellation / non-utilisation of the booked services (no-show))**

1. The exercise of the customer's right of withdrawal must be in text form.

2. The hotel grants the customer a right of cancellation in accordance with the following provisions:

2.1 Cancellations free of charge are possible up to 7 days prior to arrival, unless otherwise agreed.

2.2 In the event of cancellation at short notice (within 7 days) or early departure, the hotel shall charge the customer 60% of the room rate for the cancelled nights.

2.3 An exception to the cancellation conditions defined in points 2.1 and 2.2 are annual bookings over the Christmas and New Year's Eve period.

For bookings with stays between 18.12. and 08.01. of the following year, a free cancellation right of up to 4 weeks before arrival applies. In the event of cancellation at short notice (within 4 weeks) or early departure during this period, the hotel will charge the customer 60% of the room rate for the cancelled nights.

3. In the case of rooms not used by the customer, the hotel shall credit the income from renting these rooms to other parties. If the rooms are not let to another party, the hotel may charge 100% of the contractually agreed remuneration.

4. A right to withdraw from the contract concluded with the hotel expires from two weeks before the contractually regulated date of arrival.

Note: According to Directive 2011/83/EU of the European Parliament, Article 16, the 14-day right of cancellation does not apply to hotel bookings. The hotel's cancellation conditions apply.

#### **V. Withdrawal of the hotel**

1. If it has been agreed in text form that the customer may withdraw from the contract free of charge within a certain period, the hotel shall also be entitled to withdraw from the contract within this period.

2. Furthermore, the hotel shall be entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular in the event of

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

- contractually agreed advance payments are not met

- technical problems on the part of the hotel existed at the time of the customer's online booking.

3. The justified withdrawal of the hotel does not justify any claim for damages on the part of the customer.

#### **VI. Arrival and departure, other provisions regarding the hotel stay**

1. The customer shall not be entitled to the provision of specific rooms unless the hotel has confirmed the provision of specific rooms in writing.

2. Booked rooms are available to the customer from 3.00 p.m. on the agreed day of arrival. The customer shall not be entitled to earlier availability.

3. Booked rooms are to be occupied by the customer by 11.00 p.m. at the latest on the agreed day of arrival, unless a later arrival has been agreed in advance.

4. 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. Thereafter, the hotel may charge 50% of the full accommodation price for the late vacating of the room for its use in breach of the contract until 2.00 p.m., and 100% thereafter.

## VII. Liability and limitation

1. The hotel is liable for its obligations under the contract. Claims of the customer for damages are excluded. Excluded from this are damages arising from injury to life, body or health if the hotel is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of typical contractual obligations of the hotel. In the event of disruptions or defects in the hotel's services, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to him in order to remedy the disruption and to keep any possible damage to a minimum.

2. The hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions. Accordingly, liability is limited to one hundred times the room rate, but not more than EUR 3,500.00 and, by way of derogation, for money, securities and valuables not more than EUR 800.00. Money, securities and valuables may be stored in the hotel safe up to a maximum value of 3,500.00 EUR.

3. Insofar as a parking space is made available to the customer in the garage or in a hotel car park, even for a fee, this shall not constitute a safekeeping contract. In the event of loss of or damage to motor vehicles, trailers, motorbikes or trailers parked or manoeuvred on the hotel property and their contents, the hotel shall not be liable, except in cases of intent or gross negligence.

4. Smoking is strictly prohibited in all enclosed areas of the hotel. In case of violation, the hotel will charge a fee of € 250.00.

The same applies to tampering with smoke alarms or unauthorised opening of emergency doors. The hotel reserves the right to claim higher damages if, for example, the hotel is charged for a fire brigade operation or a fire caused by unauthorised smoking has caused damage to the hotel property.

## VIII. Final provisions

1. Amendments and supplements to the contract or these General Terms and Conditions shall be made in text form. Unilateral amendments or supplements by the customer shall be invalid.

2. The place of performance and payment shall be the location of the hotel.

3. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws or similar is excluded.

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.

Hotel Bergkristall GmbH & Co. KG  
Status August 2022