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General Terms and Conditions for the Hotel Accommodation Agreement (as of October 2008)

I. Scope

1 These Terms and Conditions apply to contracts for the rental of hotel rooms for lodging purposes and all other services and supplies provided by the hotel to the customer in this connection (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms:

Accommodation, guest house, hotel, hotel room contract.

2. Subletting or re-letting of the rooms provided as well as their use for purposes other than lodging shall require the prior written consent of the hotel, whereby Section 540 paragraph 1 clause 2 BGB (German Civil Code) shall be waived insofar as the customer is not a consumer.

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

II Conclusion of contract, partners, liability, limitation period

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 contracting parties are the hotel and the customer. If a third party has placed an order on behalf of the customer, he is liable to the hotel together with the customer as joint and several debtor for all obligations arising from the hotel accommodation contract, provided the hotel has a corresponding declaration by the third party.

3. All claims against the hotel are generally subject to a limitation period of one year from the beginning of the statutory limitation period. Claims for damages become statute-barred after five years, irrespective of knowledge. 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, offsetting

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

2. The customer is obligated to pay the agreed or applicable hotel prices for the room rental and the other services used by the customer. This also applies to services and expenses of the hotel to third parties initiated by the customer. The agreed prices include the respective statutory value added tax.

3. The hotel may make its consent to a subsequent reduction in the number of booked rooms, the hotel's services or the customer's length of stay requested by the customer dependent on an increase in the price of the rooms and/or the hotel's other services.

4. Hotel invoices without a due date are payable within 10 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 demand the respectively applicable statutory default interest rate of currently 8% or, in the case of legal transactions involving a consumer, 5% above the base interest rate. The hotel reserves the right to prove higher damages.

5. The hotel is entitled to demand an appropriate advance payment or security deposit from the customer upon conclusion of the contract in the form of a credit card guarantee, down payment or similar. 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 travellers, the statutory provisions remain unaffected.

6. In justified cases, e.g. the customer is in arrears with payments, the hotel is entitled, even after conclusion of the contract and up to the beginning of the stay, to demand an advance payment or security deposit in the sense of No. 5 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

7 The hotel is further entitled to demand from the customer at the beginning and during the stay an appropriate advance payment or security deposit within the meaning of the above No. 5 for existing and future claims arising from the contract, insofar as such has not already been made in accordance with the above No. 5 and/or 6.

8. The customer may only offset or reduce or exercise a right of retention against a claim of the hotel with an undisputed or legally valid claim.

IV. Withdrawal of the customer (cancellation, rescission) / Non-utilization of the Services of the hotel (No Show)

1. The customer's withdrawal from the contract concluded with the hotel requires the hotel's written consent. If this is not done, the agreed price from the contract is to be paid even if the customer does not make use of contractual services. This shall not apply in the event of a breach of the hotel's obligation to consider the rights, legal assets and interests of the customer if the customer can no longer be reasonably expected to adhere to the contract as a result or if the customer is entitled to any other legal or contractual right of withdrawal.

2. Insofar as the hotel and the customer have agreed in writing on a date for free withdrawal from the contract, the customer may withdraw from the contract until that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal expires if he does not exercise his right of withdrawal in writing to the hotel by the agreed date, unless there is a case of withdrawal according to Section IV No. 1 clause 3.

3. In the case of rooms not used by the customer, the hotel shall offset the income from renting these rooms to other parties and the expenses saved. If the rooms are not rented out to other parties, the hotel may demand the contractually agreed remuneration and may make a lump-sum deduction for saved expenses of the hotel. In this case the customer is obliged to pay at least 90% of the contractually agreed price for overnight stay with or without breakfast, 70% for half board and 60% for full board arrangements. The customer is free to prove that the aforementioned claim has not arisen or has not arisen in the required amount.

V. Cancellation by the hotel

1. If it has been agreed in writing that the customer may withdraw from the contract free of charge within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time if there are inquiries from other

customers regarding the contractually booked rooms and the customer does not waive his right of withdrawal upon inquiry by the hotel.

2. If an agreed advance payment or security deposit, or the advance payment or security deposit required in accordance with Section III No. 5 and/or 6 above, is not made even after a reasonable grace period set by the hotel has expired, the hotel is likewise entitled to rescind the contract.

3. Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons to resign extraordinarily, for example if

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

- rooms are booked under misleading or false declaration of essential facts, e.g. the person of the customer or the purpose of his stay

- the hotel has reasonable grounds to believe that the use of the hotel service may jeopardise the smooth business operations, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organisation;

- there is a breach of Section I No. 2 above.

4. In the event of justified withdrawal by the hotel, the customer shall have no claim to compensation.

VI. Room reservation, handover and return

1. The customer does not acquire a claim to the provision of specific rooms.

2. Booked rooms are available to the customer from 1 p.m. on the agreed day of arrival. The customer has no claim to earlier provision.

3. On the agreed day of departure the rooms must be vacated and made available to the hotel by 11 a.m. at the latest. Thereafter, the hotel may charge 50% of the full accommodation price (list price) due to the late vacating of the room for its use beyond the scope of the contract until 6 p.m., and 100% from 6 p.m. onwards. Contractual claims of the customer are not justified by this. He is free to prove that the hotel has no or a significantly lower claim to a usage fee.

VII Liability of the hotel

1. The hotel shall be liable for its obligations under the contract with the diligence of a prudent businessman. Claims of the customer for damages are excluded. Excluded from this are damages resulting 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. A breach of duty on the part of the hotel is equivalent to that of a legal representative or vicarious agent. Should disruptions or defects in the services of the hotel occur, the hotel will endeavor to remedy them as soon as it becomes aware of them or upon the customer's immediate complaint. The customer is obliged to do what is reasonable for him to contribute in order to remedy the disruption and to keep possible damage to a minimum.

2. The hotel shall be liable to the customer for items brought in in accordance with the statutory provisions, i.e. up to one hundred times the room price, but not exceeding € 3,500.00, and up to € 80.00 for money, valuables and valuables. money, securities and valuables may be stored in the hotel or room safe up to a maximum value of € (use the hotel's insured sum). The hotel recommends making use of this possibility.

3. If the customer is provided with a parking space in the hotel garage or in a hotel parking lot, even against payment, this does not constitute a safekeeping contract.

The hotel shall not be liable for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and their contents, except in cases of intent or gross negligence. The above No. 1 clause 2 and 4 apply accordingly.

4. wake-up orders are carried out by the hotel with the utmost care. Messages, mail and consignments of goods for the guests are treated with care. The hotel will take care of delivery, storage and - if desired - forwarding of the same for a fee. The above No. 1 clause 2 to 4 apply accordingly.

1. Amendments or additions to the contract, the acceptance of the application or these terms and conditions for hotel accommodation should be made in writing.

Unilateral changes or additions by the customer are invalid.

2. Place of performance and payment is the registered office of the hotel.

3. The exclusive place of jurisdiction - also for disputes arising from cheques and bills of exchange - in commercial transactions is the social seat of the hotel. Insofar as a contractual partner fulfils the requirements of Section 38 paragraph 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel. German law applies. The application of UN sales law and conflict of laws is excluded. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be ineffective or void, the effectiveness of the remaining provisions are not affected. In all other respects the statutory provisions shall apply.