

## **Restaurant und Landhotel Michaelishof**

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## **General Terms and Conditions**

### **I. SCOPE OF APPLICATION**

1. These terms and conditions apply to contracts about renting hotel rooms for accommodation as well as all services and deliveries supplied in this respect by the Hotel to the Customer (Hotel Reception Agreement). The term "Hotel Reception Agreement" concludes and replaces the following terms: contract to provide accommodation, receive guests, Hotel and Hotel Room Contract.
2. Subletting of the disposed rooms as well as their use for other reasons than accommodation is subject to prior written approval of the Hotel.
3. Customers' General Terms and Conditions only apply upon prior written confirmation.

### **II. CONCLUSION OF CONTRACT, CONTRACT PARTNERS, LIMITATION**

1. The contract comes off by the Hotel's confirmation of the Customer's request. It is up to the Hotel to confirm the reservation in writing.
2. Hotel and Customer are the contract partners. In case that a third party booked for the Customer, this third party will be liable together with the Customer towards the Hotel as far as a respective statement of the third party is available at the Hotel.
3. All claims against the Hotel are limited to one year after the commencement of limitation. Claims for compensation shall become time-barred after five years, provided they are not based on injury to life, body, health or freedom, subject to knowledge of the claim concerned. Such claims for compensation shall become time-barred after ten years, subject to knowledge of the claim concerned. Contractions of limitation do not apply in case of claims due to deliberate breach or gross negligence of the Hotel's duty.

### **III. SERVICES, PRICES, PAYMENT, COMPENSATION**

1. The Hotel is bound to provide the booked rooms and agreed services.
2. The Customer is bound to pay the agreed or rather valid prices of the Hotel for renting the room and further services he made use of. This also applies for services and expenses of the Hotel towards third parties upon request of the Customer. Agreed prices always include V.A.T.
3. The Hotel's acceptance of a desired subsequent reduction of the number of booked rooms, services of the Hotel or duration of the Customer's stay may depend on an increase of the price for a room and/or other services.
4. Invoices of the Hotel without any payment date are due within 10 days after receipt without deduction. The Hotel is entitled to demand immediate payment of due amounts from the Customer at any time. In case of late payment the Hotel is entitled to charge valid legal default interest of currently 8% above the base rate. The Hotel's right to prove a higher damage is reserved.
5. Upon conclusion of a contract the Hotel is entitled to demand a reasonable prepayment or deposit from the Customer by credit card or cash. The amount of the prepayment and the dates of payment can be agreed in the written contract. Legal regulations remain unaffected in case of prepayments or deposits for package tours.
6. If justified, e.g. in case of outstanding Customers' payment or extension of the contract, the Hotel is entitled to ask for a prepayment or deposit according to aforementioned No. 5 or an increase in the agreed prepayment or deposit up to the full amount even after conclusion of the contract until beginning of the stay.

7. Furthermore, at the beginning or during the stay of the Customer the Hotel is entitled to ask for a reasonable prepayment or deposit according to aforementioned No. 5 for existing and future demands from the contract as far as such have not yet been paid according to aforementioned No. 5 and/or 6.

8. The Customer can only compensate with an undisputed or legal claim against a claim of the Hotel.

#### **IV. CUSTOMER'S CANCELLATION / NO SHOW**

1. Customer's cancellation of the agreed booking requires the written confirmation of the Hotel. In case this has not been given, the agreed price has to be paid even if the Customer does not use the agreed services.

2. Should there exist a written date between the Hotel and the Customer for withdrawal from the contract at no charge, the Customer is entitled to withdraw from the contract until then without causing any payment or indemnity claims of the Hotel. The Customer's right of withdrawal expires when he does not exercise this right in writing until the agreed date.

3. In case of a No Show of the Customer, the Hotel has to take earnings into account from ulterior rent of these rooms as well as saved expenditures. Should the rooms not be otherwise let, the Hotel can demand the agreed pay and charge lump-sum compensation for saved expenditures. The Customer is then bound to pay minimum 80% of the agreed price for accommodation with or without breakfast. The Customer shall be at liberty to prove that the aforementioned claim did not incur at all or in the required amount.

There constitutes an exception for tour groups from 15 people onwards. As to that the cancellation has to be made 28 days prior to arrival, if not the full room rate, agreed in advance, will be charged.

The cancellation fee for tour groups 30 people onwards is 60 days prior to arrival 40% of the room rate, excluding breakfast and 28 prior to arrival the full room rate, excluding breakfast, will be charged. Providing that the rooms can't be sold otherwise. Special arrangements excepted. Special arrangements are excluded.

#### **V. HOTEL'S CANCELLATION**

1. Provided the written contract entitles the Customer to withdraw within a certain time at no charge, the Hotel as well is entitled to withdraw within this time when requests of other customers for the booked rooms are on hand and the Customer does not waive his right of cancellation upon enquiry of the Hotel.

2. The Hotel is as well entitled to cancel the contract, when an agreed or according to subsection III.5 and/or III.6 charged pre-payment or deposit has not been paid, even after an appropriate extension of time.

3. Furthermore, the Hotel is entitled to exceptionally withdraw from the contract due to objective reasons, for example, if - force majeure or other circumstances not attributable to the Hotel render the contract fulfillment; - rooms are booked by providing misleading or wrong information or by withholding essential contractual facts, such as for example the Customer's identity or the purpose of the stay; - there is reasonable cause for the Hotel that the use of Hotel services may endanger its smooth business operations, safety or public image, without being attributable to the domain or organization of the Hotel; - the purpose of or reason for the stay is illegal; - a violation against aforementioned subsection I.2 is given.

4. In case of justified withdrawal of the Hotel there is no damage claim for the Customer.

#### **VI. PROVISION OF ROOMS, HAND-OVER AND RETURN**

1. The Customer does not acquire any right of certain rooms to be provided, unless this has explicitly been agreed in writing.

2. Booked rooms are available from 3 pm onwards on the agreed arrival day. There is no right for prior provision for the Customer.

3. Latest checkout time on the day of departure is 10:30 am. After that the following prices will be charged due to delayed clearance of the room: until 6 pm 50% of the full price and from 6 pm onwards 100%. No contractual claims of the Customer are herewith justified. It is up to him to prove that the Hotel did not generate any or a considerably lower compensation fee.

## **VII. LIABILITY OF THE HOTEL**

1. The Hotel is liable for its contractual obligations. Customer's damage claims are excluded. Hereof exempted damages are violation of life, body or health, when the breach of duty is attributable to the Hotel, other damages which are due to deliberate or grossly negligent breach of duty of the Hotel and damages, which are due to a deliberate or negligent breach of contractual duties of the Hotel. A breach of duty of the Hotel equals the one of a legal representative or auxiliary person. In case disturbances or deficits occur in the Hotel's services, the Hotel will try its best to put things right as soon as they become known or the Customer complains about them. The Customer is entitled to assist in a reasonable way in order to eliminate the disturbance and to keep a possible damage low.
2. The Hotel is liable for brought in things of the Customer according to legal regulations. Thus, liability is limited to the hundredfold price of the room, however, maximum € 3,500. Deviating hereof, liability for money, securities and treasures is limited to up to € 800 maximum.
3. Insofar as parking in the Hotel garage or on an outside Hotel parking is provided free of charge or charged, this does not lead to a contract of safe custody. In case of loss or damage of cars which were parked or maneuvered on the Hotel ground, as well as their contents, the Hotel is not liable except in case of deliberate act or gross negligence. Please refer to subsection I.2 to I.4 for the Customer's exclusion of damage claims.
4. Wake-up calls of the Hotel will be executed with greatest care. Messages, mail and consignment of goods for the guests will be handled with care. The Hotel takes over respective delivery, storage and - upon request and payment - forwarding. Please refer to subsection I.2 to I.4 for the Customer's exclusion of damage claims.

## **VIII. FINAL CLAUSE**

1. Amendments and additions to the contract, acceptance proposal or these General Terms and Conditions require the Hotel's written confirmation. One-sided amendments or additions by the Customer remain ineffective.
2. Place of Performance and Payment shall be the place of the Hotel.