

**Hotel Lichtblick  
Am Sonnenlicht 3  
82239 Alling**

## **General Terms and Conditions for Hotel Accommodation Contracts (AGBH)**

### **I. Scope of application**

1. These Terms and Conditions govern contracts for the rental use of Hotel rooms for lodging purposes, as well as all other goods and services provided to the Guest by the Hotel Lichtblick in Alling (hereinafter referred to as the "Hotel").
2. The prior written consent of the Hotel is required if rooms provided are to be sublet or rented to other parties or used other than for lodging purposes, whereby § 540 (1) sentence 2 German Civil Code (BGB) is waived insofar as the Guest is not a consumer.
3. The Guest's general terms and conditions shall apply only if these are previously expressly agreed in writing.

### **II. Conclusion of Contract; Parties; Statute of Limitations**

1. The contract comes into force upon the Hotel's acceptance of the Guest's application. At its discretion, the Hotel may confirm the room reservation in writing.
2. The parties to the contract are the Hotel and the Guest. If a third party placed the order on behalf of the Guest, then that party shall be liable vis-a-vis the Hotel for all obligations arising from the Hotel accommodation contract as joint and several debtor together with the Guest, insofar as the Hotel has a corresponding statement by the third party.
3. Any claims against the Hotel shall generally be time-barred one year after the commencement of the general statute of limitations dependent upon knowledge of § 199 (1) German Civil Code. Damage claims shall be time-barred after five years, independent of knowledge. The reduction of the statute of limitation periods shall not apply for claims which are based on an intentional or grossly negligent breach of obligation by the Hotel.

### **III. Services; Prices; Payment; Set-Off**

1. The Hotel is obligated to keep the rooms reserved by the Guest available and to render the agreed services.
2. The Guest is obligated to pay the applicable or agreed Hotel prices for rooms provided and for other services used. This shall also apply to the Hotel's services and amounts paid to third parties in respect of the Guest.
3. The agreed prices include applicable value-added tax as required by law. If the period between conclusion and fulfilment of the contract exceeds four months and if the price generally charged by the Hotel for such services increases, then the Hotel may raise the contractually agreed price to a reasonable extent but not, however, by more than five percent.
4. Moreover, the Hotel may change prices if the Guest later wishes to make changes in the number of reserved rooms, the Hotel's services, or the length of guests' stay, and the Hotel consents to such changes.
5. Hotel invoices not showing a due date are payable and due in full within ten days of receipt. The Hotel is entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay.

Upon default of payment, the Hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 percent or, with legal transactions with a consumer, in the amount of 5 percent above the base interest rate. The Hotel retains the right of proving greater damages.

6. The Hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, taking the legal provisions for package tours into account. The amount of the advance payment and payment dates may be agreed in writing in the contract.
7. The Hotel is entitled to issue invoices or interim invoices for its services at any time.
8. The Guest may only set-off or reduce a claim by the Hotel with a claim which is undisputed or has been determined in a binding, final judgement.
9. In the event of overbooking, the Hotel may provide the Guest appropriate alternative accommodation (same quality) if this would be reasonable to the Guest, in particular where the difference is marginal and objectively justified.
10. An objective justification includes, for example, circumstances where the room has become unusable, guests already staying in the room extend their stay, in cases of overbooking, or other important operational measures require such a step. All additional expenses related to the alternative accommodation will be borne by the Hotel.

#### **IV. Rescission by the Guest (Cancellation, Annulment)/Failure to Use Hotel Services (No Show)**

1. Cancellation of the contract concluded with the Hotel by the Guest requires the Hotel's written consent.  
If such consent is not given, then the price agreed in the contract must be paid even if the Guest does not avail himself of the contractual services.  
This shall not apply with the breach of obligation of the Hotel to take into account the rights, objects of legal protection and interests of the Guest, if holding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.
2. To the extent the Hotel and Guest agreed in writing upon a date for a cost-free cancellation of the contract, the Guest may cancel the contract up to that date without incurring payment or damage compensation claims by the Hotel. The Guest's right of cancellation shall expire if he does not exercise his cancellation right in writing vis-a-vis the Hotel by the agreed date, unless a cancellation on the part of the Guest pursuant to the foregoing Art. IV, No. 1, sentence 3 is involved.
3. If rooms are not used by the Guest, the Hotel must apply credit for the income from renting the rooms to other parties as well as for saved expenses.
4. At its discretion, the Hotel may claim damages incurred which must be compensated by the Guest as a lump sum. In this case, the Guest is obligated to pay 90 percent of the contractually agreed rate for lodging with breakfast. The Guest is at liberty to show that the damages described above were not incurred at all or not in the amount claimed.

#### **V. Revocation by the Hotel**

1. To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the Guest, the Hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the Guest does not waive his right of rescission upon inquiry thereof by the Hotel.

2. If an agreed advance payment or an advance payment demanded pursuant to the foregoing Art. III, No. 6 is not made, even after a reasonable grace period set by the Hotel has expired, then the Hotel is likewise entitled to cancel the contract.
3. Moreover, the Hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if
  - an act of God or other circumstances for which the Hotel is not responsible make performance of the contract impossible;
  - rooms are reserved with misleading or false information regarding material facts, such as the identity of the Guest or the purpose;
  - the Hotel has justified cause to believe that use of the Hotel's services might jeopardize the smooth operation of the Hotel, its security or public reputation, without being attributable to the Hotel's sphere of control or organization;
  - there is a breach of the foregoing Art. I. No. 2.
4. The Guest can derive no right to compensation from justified cancellation by the Hotel.

#### **VI. Room Availability; Handover and Return**

1. The Guest does not acquire the right to be provided specific rooms.
2. Reserved rooms are available to the Guest starting at 3:00 p.m. on the agreed arrival date. The Guest does not have the right to earlier availability.
3. Rooms must be vacated and made available to the Hotel no later than 11:00 a.m. on the agreed departure date. After that time, in addition to any resulting damages, the Hotel may charge 50 percent of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m. and 100% after 6:00 p.m.

The Guest is at liberty to show that the Hotel did not incur such damages described or that such damages are significantly lower.

4. In the event the Guest departs earlier than agreed, the Hotel may demand payment in full of the agreed price. The Hotel will deduct any savings it realises as a result of not being required to perform or what it receives as a result of letting the reserved rooms to other guests. The Hotel only realises savings if the Hotel is fully booked at the time the Guest does not use the rooms he has reserved and the rooms may be let to other guests as a result based on the Guest's cancellation. The Guest bears the burden of proving savings.
5. The Guest is liable to the Hotel for all damages caused by the Guest or other persons who use any services of the Hotel with the knowledge or intent of the guest.

#### **VII. Liability of the Hotel**

1. The Hotel is liable to exercise the duty of care of an ordinary merchant in the performance of its obligations under the contract. The Guest may not assert claims for compensation for damages. The foregoing does not apply to damages related to injury to life, limb or health where the Hotel is responsible for the breach of the obligation, and for other damages based on an intentional or grossly negligent breach of obligation by the Hotel.

Should disruptions or defects in the performance of the Hotel occur, the Hotel shall endeavour to provide a remedy, as soon as it becomes aware thereof or upon the Guest's immediate complaint. The

Guest shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum.

2. The Hotel is liable to the Guest for property brought into the Hotel in accordance with applicable statutory provisions, i.e., up to one hundred times the room rate, not to exceed € 3,500.00 and up to € 800.00 for money, securities and valuables. Liability claims expire unless the Guest notifies the Hotel immediately after becoming aware of the loss, destruction, or damage (§ 703 German Civil Code). The foregoing No. 1, sentences 2 to 4 apply respectively with regard to more extensive liability on the part of the Hotel.
3. In the event a parking space is provided to the Guest in the Hotel garage or a Hotel parking lot, this does not constitute a custody agreement even if a fee is charged for such parking space. Except in cases of intent or gross negligence, the Hotel assumes no liability for loss of or damage to motor vehicles parked or placed on the Hotel's property, nor the contents thereof. The foregoing also applies with regard to the Hotel's employees and agents. The foregoing No. 1 sentences 2-3 apply accordingly.
4. Wake-up calls are carried out by the Hotel with the greatest possible diligence. Messages, mail, and merchandise deliveries for guests are handled with care. The Hotel will deliver, hold, and on request such items for a fee. The foregoing No. 1 sentences 2-3 apply accordingly.
5. Items left behind will only be sent to the Guest upon request and at the Guest's risk and expense. The Hotel stores items for three months. Thereafter, they will be transferred to the local lost property office to the extent such items have a discernible value. If the lost property office is not willing to accept such items, they will be stored for an additional nine months and then either sold or destroyed.

#### **VIII. Animals in the Hotel**

1. Animals may only be brought into the Hotel with the Hotel's prior consent and, at all events, upon payment of an additional fee.
2. A Guest who brings animals to the Hotel is obligated to properly keep and/or supervise such animal during the Guest's stay or to have it kept and/or supervised by a suitable party at the Guest's cost and expense.
3. The Guest or his insurer, as applicable, are jointly and severally liable to the Hotel for damages caused by animals brought to the Hotel. Damages include, in particular, compensatory services/damages the Hotel must provide/pay to third parties.

#### **IX. Final provisions**

1. Amendments and additions to the contract, acceptance of the application, or these General Terms and Conditions for Hotel Accommodation must be in writing. Unilateral amendments or additions on the part of the Guest are invalid.
2. The place of performance and of payment is the Hotel.
3. The exclusive place of jurisdiction for commercial transactions - including disputes concerning cheques and bills of exchange - is the location of the Hotel's registered office. In the event one contracting party meets the requirements set out § 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction is deemed to be the location of the Hotel's registered office.
4. German law is deemed to apply. Application of the UN Convention on the International Sale of Goods and of conflict of laws principles is excluded.

5. Should individual provisions set out in these General Terms and Conditions for Hotel Accommodation be or become invalid, the validity of the other provisions remains unaffected. The relevant statutory regulations apply otherwise.

Alling, 09.07.2013