

## **Terms and Conditions of Hotel HIRT**

### **General terms and conditions for the hotel accommodation contract scope**

1. These terms and conditions apply to contracts for the rental provision of hotel rooms for accommodation, as well as all other services and deliveries provided by the hotel to the customer.
2. The subletting or subletting of the rooms provided and their use for purposes other than accommodation require the prior written consent of the hotel.
3. The customer's terms and conditions only apply if this has been agreed in advance.

### **Conclusion of contract, partner, liability; 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 writing.
2. The contractual partners are the hotel and the customer. If a third party has ordered for the customer, he is liable towards the hotel together with the customer as joint debtor for all obligations arising from the hotel accommodation contract, provided the hotel has received a corresponding declaration from the third party.
3. The hotel is liable for its obligations under the contract. In the area not typical for services, liability is limited to intent and gross negligence on the part of the hotel.
4. The limitation period for all claims of the customer is 6 months.
5. This limitation of liability and short limitation period apply in favor of the hotel even in the event of a breach of obligations in the initiation of a contract and a positive breach of contract.

### **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 obliged to pay the hotel's applicable or agreed prices for the provision of rooms and the other services used. This also applies to services and expenses of the hotel arranged by the customer to third parties.
3. The agreed prices include the respective statutory value added tax. If the period between the conclusion of the contract and the fulfillment of the contract exceeds 4 months and the price generally charged by the hotel for such services increases, this can increase the contractually agreed price appropriately, but at most by 10%.
4. The hotel may also change the prices if the customer subsequently wishes to change the number of rooms booked, the service provided by the hotel or the length of stay of the guests and the hotel consents to this.
5. Hotel invoices without a due date are payable without deduction within 10 days of receipt of the invoice. The hotel is entitled to demand accrued claims at any time and to request immediate payment. In the event of late payment, the hotel is entitled to charge interest at a rate of 5% above the respective base rate. The customer reserves the right to prove lower damage, the hotel reserves the right to prove higher damage.
6. The hotel is entitled to request a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, taking into account the legal provisions for package tours. The amount of the advance payment and the payment dates can be agreed in writing in the contract.

7. The customer can only offset or reduce an undisputed or legally binding claim against a claim by the hotel.
8. No credit cards are accepted for package deals.

### **Cancellation by the customer (cancellation, cancellation)**

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If this does not take place, the agreed price from the contract must be paid even if the customer does not use contractual services.

This does not apply in the event of a delay in performance by the hotel or in the event that the hotel is unable to provide the service.

2. If the traveler has to withdraw from a trip for any reason, the following cancellation costs will be charged per person:

up to 30 days before the start of the trip € 25

29 - 20 days before departure 15%, at least € 25

19 - 14 days before departure 35%

13 - 8 days before departure 50%

7 days to the day before departure, 60% of the travel price plus any additional costs of the service providers. If the trip does not start (no show), there will be no repayment.

The customer is free to prove that no damage has occurred or that the damage to the hotel is lower than the required flat rate.

### **Cancellation of the hotel**

1. If a customer's right of withdrawal has been agreed in writing within a certain period, the hotel is entitled to withdraw from the contract during this period if there are requests from other customers for the contractually booked rooms and the customer has asked the hotel about his right to withdraw not waived.

2. If an agreed advance payment is not made even after a reasonable grace period set by the hotel with the threat of refusal has expired, the hotel is also entitled to withdraw from the contract.

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

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

- rooms with misleading or false information about essential facts, e.g. in the person of the customer or the purpose;

- the hotel has reasonable grounds to believe that the use of the hotel's services may jeopardize the smooth running of the business, the security or the reputation of the hotel in public, without this being attributable to the sphere of control or organization of the hotel;

- there is a violation of the above area of application paragraph 2.

4. The hotel must immediately inform the customer of the exercise of the right of withdrawal.

5. If the hotel withdraws justifiably, the customer is not entitled to compensation.

Provision, handover and return of rooms

1. The customer is not entitled to the provision of certain rooms.

2. Booked rooms are available to the customer from 3 p.m. on the agreed arrival date. The customer has no right to earlier availability.

3. The rooms must be vacated and made available to the hotel no later than 12:00 noon on the agreed departure date. Thereafter, the hotel can invoice 50% of the full accommodation price (list price) for the additional use of the room beyond 6:00 p.m. The customer is free to prove to the hotel that the hotel has suffered no or significantly less damage.

## **Liability of the hotel**

1. The hotel is liable for the care of a prudent businessman. However, this liability is limited in the area not typical for services to performance defects, damage, consequential damage or malfunctions that are attributable to intent or gross negligence on the part of the hotel. Should faults or defects occur in the hotel's services, the hotel will endeavor to remedy the situation if the customer becomes aware of it or if the customer gives notice of it immediately. The customer is obliged to contribute what is reasonable to him to remedy the fault and to keep possible damage to a minimum.
2. The statutory provisions apply to the unlimited liability of the hotel.
3. Insofar as the customer is provided with a parking space in the hotel garage or in a hotel car park, also for a fee, this does not result in a custody contract. The hotel is not liable for 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. This also applies to vicarious agents of the hotel.
4. Wake-up calls are carried out by the hotel with the greatest care. Claims for damages, except for gross negligence or intent, are excluded.
5. Messages, mail and consignments for guests are handled with care. The hotel will take care of delivery, storage and, if requested, forwarding of the same for a fee. Claims for damages, except for gross negligence or intent, are excluded.

## **Mandatory information according to Regulation (EU) No. 524/2013 of the European Parliament and Council:**

Link to the website of the agency for online dispute resolution for consumer disputes of the European Commission: <http://ec.europa.eu/consumers/odr> - further information will probably be available there from February 15, 2016. For initial questions about a possible dispute settlement, we are available at [info@hotel-hirt.de](mailto:info@hotel-hirt.de).

## **Final provisions**

1. Changes or additions to the contract, the acceptance of applications or these terms and conditions for hotel accommodation should be made in text form. Unilateral changes or additions by the customer are invalid.
2. The place of fulfillment and payment is the seat of the hotel.
3. The exclusive place of jurisdiction, also for check and exchange disputes in commercial transactions, is the local court in Kusel. If a contractual partner fulfills the requirement of § 38 paragraph 1 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction is the seat of the hotel.
4. German law applies.
5. Should individual provisions of these general terms and conditions for hotel accommodation become ineffective