

GENERAL TERMS AND CONDITIONS for PARKHOTEL 1888 Traunstein GmbH
as of September 2016

Bahnhofstrasse 11, 83278 Traunstein, 0861-988820, info@parkhotel-traunstein.de,
DE 292066987

1. General Terms and Conditions

- 1.1. The following general terms and conditions apply to contracts for the rental of hotel rooms and function rooms, accommodation and meeting as well as all other services and supplies of the hotel provided to the guest.
- 1.2. Deviating regulations are only valid if they are between the hotel and the guest and individually agreed in written form.

2. Conclusion of the contract

- 2.1. The hotel reception agreement (accommodation contract) is concluded by the guest requesting a booking (room reservation) and the acceptance of this reservation by the hotel. The acceptance takes place by a confirmation of the room booking. The confirmation of the room booking can be made verbally, in writing, by telephone or by e-mail.
- 2.2. If the room is booked by a third party for the guest, the third party is liable, together with the guest, for all obligations arising from the hotel acceptance agreement, provided that the hotel has a corresponding declaration from the third party.
- 2.3. The sub-and further letting of the rooms/function rooms, exhibitions or the use for advertising space and the use for purposes other than accommodation require the prior written consent by the hotel.
- 2.4. Optional bookings are binding for both contract partners.

3. Prices, Services, Payment, Billing

- 3.1. The hotel is obliged to provide the rooms booked by the guest in accordance with the general terms and conditions and to provide the agreed services. Booked function rooms are only available to the contracting party at the date and times agreed. Any further use shall be subject to prior agreement with the Hotel. Furthermore, there is no entitlement to certain hotel rooms/function rooms. Should the hotel or function room for whatever reason not be available, the hotel will strive to find suitable replacement.
- 3.2. The guest is obligated to take the room and to pay the agreed prices to the hotel in accordance the services provided. This also applies to services and expenses provided at the guest or a third-party request.
- 3.3. The agreed prices are in Euro, including service money and VAT. An increase of the VAT or the introduction of a drinks tax shall be borne by the contractor irrespective of the date of the contract.

- 3.4. The prices may be changed by the hotel if the guest subsequently changes the number of rooms booked, the services of the hotel or the length of stay of the guests and the hotel agrees.
- 3.5. Hotel invoices are payable without deduction, once the room has been checked in. The delay shall be imparted if the guest fails to make payment within 10 days after receipt of the invoice. This applies to a guest who is a consumer. Only if these consequences have been specifically pointed out in the bill, In Late payment, the hotel is entitled to charge interest in arrears to consumers in the amount of 5% above the base rate. In business transactions, the Default interest rate is 9% in addition to the base rate. The hotel is not entitled to claim a higher damage is reserved. For each reminder after default, the hotel may charge of 20 EUR.
- 3.6. The hotel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and its due date can be agreed in writing in the contract. Furthermore, the hotel is entitled to demand that claims accumulated in the hotel be made payable at any time during the guest's stay by issuing an interim invoice and to demand immediate payment.
- 3.7. The hotel accepts the following credit cards: Amex, Mastercard, and Visa. But only for amounts that are subject to neither a commission claim nor a special price. The hotel is entitled in individual cases to reject foreign currency, checks and credit cards. For out-of-pocket expenses and third-party services, a commission equalization of 5% is charged when paying by credit card.
- 3.8. The guest can only offset or reduce an undisputed or legally established claim against a claim of the hotel.

4. Unused services, cancellation, cancellation of the guest

- 4.1. The hotel grants the guest a permanent right of withdrawal. The following conditions apply:
 - 4.1.1. In the event of the guest's withdrawal before booking, the hotel is entitled to reasonable compensation.
 - 4.1.2. **Cancellation Policy Events / Conferences / Function Rooms** a free cancellation of the entire event is possible up to 30 days before the event. 25% is charged for cancellation 29-15 days before the planned event, 50% for 14-8 days before the scheduled event, and 7-0 days before the scheduled event 80% of the expected room rental and meals. will be charged. The confirmed number of participants can be reduced up to 1 week before the scheduled event. With a reduction of more than 10%, the house reserves the right to charge the lost sales as cancellation costs. If the number of participants increases, the actual number of persons will be charged.

4.1.3. Cancellation Conditions Hotel Rooms / Packages Changes and cancellations of booked hotel rooms or package deals are free of charge up to 30 days before arrival, 50% will be charged for cancellations 29-15 days before arrival, 14-8 days before arrival 60% is charged and 7-0 days before arrival 80% of the agreed service is charged. Reduced, previously contracted services allow the hotel to withdraw special rates, require new agreements or withdraw from the contract without replacement, as sales guarantees are not met. If and to the extent that a free right of withdrawal has been agreed in writing for the customer, the hotel shall be entitled to withdraw from the contract within the period agreed for the exercise of the right of withdrawal, if the hotel requests third parties according to the rooms ordered by the customer.

4.1.4. The guest is free to prove that the hotel no damage or damage to the hotel is lower than the required compensation flat rate.

4.2. The above provisions on compensation apply accordingly if the guest does not use the booked room or the booked services without informing the hotel in good time.

4.3. The right to compensation shall lapse if the hotel has granted the guest an option in the contract to withdraw from the contract within a certain period of time without any further legal consequences, the hotel has no claim for compensation. Decisive for the timeliness of the declaration of withdrawal is their access at the hotel. The guest must explain the withdrawal in writing.

4.4. Unused services from package offers / arrangements will not be refunded

5. Resignation of the hotel

5.1. If the guest has been granted a free right of withdrawal in accordance with section 4.3 in the accommodation contract, the hotel is also entitled to withdraw from the contract within the agreed period if inquiries from other guests regarding the booked rooms are available and the guest does not finally confirm the booking upon request of the hotel.

5.2. The hotel reserves the right, after expiry of an optional booking in accordance with section 2.4, to allocate the reserved rooms / function rooms elsewhere.

5.3. If an advance payment or security deposit agreed in accordance with clause 3.6 is not made within a specified period, the hotel is also entitled to withdraw from the contract

5.4. A right of withdrawal for good cause from the contract is unaffected. It exists in particular if

- force majeure or other circumstances for which the hotel is not responsible make the fulfillment of the contract impossible;

- rooms are booked under misleading or misrepresentation of material facts, e.g. with respect to the person of the guest or the purpose of the reservation;

- the hotel has justified cause to believe that the use of the hotel services can jeopardize the smooth running of the business, the security or the reputation of the hotel in public, without this being attributable to the domain or organization of the hotel;

- there is an unauthorized sublease or sublease according to section 2.3;

- a case of 6.3 exists;

- the hotel has become aware that the financial circumstances of the guest have deteriorated significantly after the conclusion of the contract, in particular if the guest does not settle the demand due or does not provide sufficient security and therefore the payment entitlements of the hotel appear endangered;
- the guest has made an application for the opening of insolvency proceedings over his assets, submitted an affidavit pursuant to § 807 of the German Code of Civil Procedure, initiated an out-of-court settlement or suspended payments;
- insolvency proceedings are instituted on the assets of the guest or the opening thereof is refused for lack of assets or for other.

5.5. The hotel must immediately inform the guest of the right to withdraw in writing.

5.6. In the aforementioned cases of withdrawal, no claim of the guest for damages arises.

6. Arrival and departure

- 6.1. The guest cannot claim certain rooms to be provided, unless the hotel has confirmed the provision of a certain room in writing.
- 6.2. Booked rooms are available for check in from 2 pm on the agreed arrival day. The guest is not entitled to earlier check in.
- 6.3. Booked rooms must be occupied by the guest at the latest by 18:00 on the agreed day of arrival. Unless a later arrival time has been expressly agreed, the hotel has the right to allocate booked rooms elsewhere without the guest being able to derive compensation claims. The hotel is entitled to a right of withdrawal. Exceptions are guaranteed bookings.
- 6.4. On the agreed departure day, the rooms must be vacated by 10:00 am at the latest. Thereafter, in addition to the damage resulting from the late check out, the hotel may charge for the additional use of the room until 6 pm the daily room rate (50% of the valid accommodation price), from 6pm 100% of the full valid accommodation price. The guest is free to prove to the hotel, that no or a much lower damage has occurred.

7. Liability

- 7.1. The hotel is liable in cases of intent or gross negligence in accordance with statutory provisions. For slight negligence, the hotel is liable solely for injury to life, limb or health or for breach of essential contractual obligations. The claim for damages for the slightly negligent breach of essential contractual obligations, however, is limited to the contract-typical, foreseeable damage, as far as not liable for injury to life, limb or health. The organizer is liable to the same extent for the fault of vicarious agents and representatives.
- 7.2. The provision of the preceding paragraph (9.1) extends to damages in addition to performance, compensation instead of performance and the claim for compensation for futile expenses, for whatever legal reason, including liability for defects, default or impossibility.
- 7.3. Insofar as the guest is provided with a car parking space subject to a charge or a car garage, there is no duty of supervision on the part of the hotel.

- 7.4. Wake-up calls are carried out by the hotel with the utmost care. Claims for damages from omission are excluded.
- 7.5. Messages, mail and merchandise for guests are treated with care. The hotel accepts the delivery, storage and - on request - for reimbursement of the same and on request also for lost property. Claims for damages are excluded. The hotel is entitled to hand over the aforementioned items to the local lost property office after a one-month retention period at the latest, subject to a reasonable fee.
- 7.6. Valuables, money or money-worthy papers (checks, bank cards, etc.) are to be stored in the hotel safe. If these are not kept there, the hotel assumes no liability whatsoever.
- 7.7. The statute of limitations of the claims of the guest takes place according to the legal regulations.
- 7.8. The contractor is fully liable to the hotel for any damage caused by himself, his vicarious agents or his guests to the building and inventory. The contracting party is free to prove a lesser damage.

8. Other regulations:

- 8.1. The bringing of food and drinks is generally not permitted unless this is agreed with the hotel against payment of the hotel's usual service costs / corkage.
- 8.2. All rooms / function rooms of the hotel are non-smoking. Breaking this agreement will result in a charge of € 50 for additional cleaning.
- 8.3. The hotel has a fire alarm system (BMZ) according to current legal regulations. In the event of a fire alarm, the hotel is not liable for any inconvenience or damage. All hotel rooms are equipped with smoke detectors. Should this be triggered by improper handling such as smoking, etc., and thus trigger a false alarm, the hotel will charge the perpetrator the fee of the fire service, a minimum of € 600.
- 8.4. Any attachment of presentation material and other items. These must comply with the current fire regulations.

9. Final Statement

- 9.1. The law of the Federal Republic of Germany applies. The application of the UN Sales Convention and the conflict of laws is excluded.
- 9.2. Subsidiary agreements, changes and additions to the contract, the acceptance of applications or these general Terms and Conditions must be in writing. Unilateral changes or additions by the customer are invalid.
- 9.3. The ineffectiveness of individual provisions of the contract or the conditions do not affect the validity of the other provisions. In lieu of the invalid provisions, a valid provision which comes as close as possible to it shall apply.
- 9.4. The ineffectiveness of individual regulations of the contract or the conditions do not affect the validity of the other agreements. In lieu of the invalid regulations, another valid agreement, which comes as close as possible, shall apply.