



General terms and conditions for the hotel accommodation contract DAS GRASECK GmbH & Co.KG

1. Velidity

- 1.1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all other services and deliveries provided by the hotel for the customer in this context (hotel accommodation contract). They do not apply to package tours within the meaning of § 651a BGB. The term "hotel accommodation contract" includes and replaces the following terms: accommodation, guest accommodation, hotel, hotel room contract.
- 1.2. Subletting or subletting of the rooms provided and their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby the right to termination in accordance with Section 540 Paragraph 1 Clause 2 BGB is waived.
- 1.3. The customer's general terms and conditions only apply if this has been expressly agreed in writing.

2. Conclusion of Contract, -partner

The contractual partners are the hotel and the customer. The contract is formed when the hotel accepts the customer's application. In the case of booking via the hotel's own website, the contract is concluded by clicking on the button "Book your offer now for TOTAL PRICE".

3. Services, Prices, Payments, Add-ons

- 3.1. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
- 3.2. The customer is obliged to pay the agreed or applicable hotel prices for rooms provided and for other services used. This also applies to services commissioned by the customer directly or through the hotel, which are provided by third parties and paid for by the hotel.
- 3.3. The agreed prices include the taxes and local duties applicable at the time the contract is concluded. Not included are local taxes, which are owed by the guest himself according to the respective municipal law, such as visitor's tax. In the event of a change in the statutory sales tax or the introduction, change or abolition of local taxes on the service object after the conclusion of the contract, the prices will be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between the conclusion of the contract and the fulfillment of the contract exceeds four months.
- 3.4. If payment on Debtor has been agreed, payment must be made within ten days after receipt of the invoice without deductions, unless otherwise agreed.
- 3.5. The hotel is entitled to demand a reasonable advance payment or security deposit, for example in the form of a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in writing in the contract. If the customer is in default of payment, the statutory regulations apply.

Status: January 25th 2023

page 1 of 4

**General terms and conditions for the hotel accommodation contract
DAS GRASECK GmbH & Co.KG**

- 3.6. In justified cases, e.g. the customer is in arrears with payments or the scope of the contract is extended, the hotel is entitled to demand an advance payment or security deposit in the sense of Section 3.5 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed amount, even after the conclusion of the contract up to the start of the stay to demand compensation.
- 3.7. The hotel is also entitled to demand a reasonable advance payment or security deposit within the meaning of Section 3.5 above for existing and future claims arising from the contract at the beginning and during the stay, insofar as such has not already been provided in accordance with Section 3.5 and/or Section 3.6 above would.
- 3.8. The customer can only offset or set off against a claim of the hotel with an undisputed or legally binding claim.
The customer agrees that the invoice can be sent electronically.

**4. Withdrawal/Termination ("Cancellation") by Customer
Non-use of hotel services ("No Show")**

- 4.1. A unilateral cancellation by the customer of the contract concluded with the hotel is only possible if a right of withdrawal has been expressly agreed in the contract or if there is a statutory right of withdrawal or termination.
- 4.2. If an appointment for free withdrawal from the contract has been agreed between the hotel and the customer, the customer can withdraw from the contract up to that point without triggering payment or damage claims by the hotel. The customer's right of withdrawal expires if he does not exercise this right in writing to the hotel by the agreed date.
- 4.3. If a right of withdrawal has not been agreed or has already expired and there is also no statutory right of withdrawal or termination, the hotel retains the right to the agreed remuneration despite non-use of the service. The hotel must offset the income from renting the rooms to other parties as well as the expenses saved. If the rooms are not rented out elsewhere, the hotel can make a flat-rate deduction for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for accommodation with or without breakfast and for package deals with third-party services, 90% for half-board and 90% for full-board packages. The customer is free to prove that the aforementioned claim did not arise or did not arise in the required amount.

5. Withdrawal through hotel

- 5.1. If it has been agreed that the customer can withdraw from the contract within a certain period of time free of charge, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers about the contractually booked rooms and the customer, upon inquiry by the hotel, with a reasonable deadline not waived his right to withdraw. This applies accordingly if an option is granted if there are other inquiries and the

General terms and conditions for the hotel accommodation contract DAS GRASECK GmbH & Co.KG

customer is not ready to make a firm booking after the hotel has asked for a reasonable deadline.

- 5.2. If an advance payment or security deposit agreed or requested in accordance with Section 3.5 and/or Section 3.6 is not made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.
- 5.3. Furthermore, the hotel is entitled to extraordinarily withdraw from the contract for an objectively justifiable reason, in particular if
- force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
 - rooms or spaces are booked culpably with misleading or false information or with the concealment of essential facts; The identity of the customer, the ability to pay or the purpose of the stay can be essential.
 - the hotel has reasonable grounds to assume that the use of the service may jeopardize the smooth running of business, the security, or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization.
 - the purpose or reason for the stay is illegal.
 - there has been a breach of the above-mentioned clause 1.2
 - .
- 5.4. The justified withdrawal of the hotel does not justify the customer's claim for damages. If the hotel has a claim for damages against the customer in the event of a withdrawal in accordance with the above clause 5.2 or 5.3, the hotel can set a lump sum for this. In this case, Section 4.3 applies accordingly.

6. Room-Provision, -handover and -return

- 6.1. The customer does not acquire any right to the provision of specific rooms unless this has been expressly agreed in writing.
- 6.2. Booked rooms are available to the customer from 3:00 p.m. on the agreed day of arrival. The customer has no right to earlier availability.
- 6.3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. The customer is liable for any consequential costs due to the delayed vacating of the room for its contractual use. This does not justify contractual claims by the customer. He is free to prove that the hotel has no or a significantly lower claim for usage fees.

7. Hotel Liability

- 7.1. The hotel is liable for damage to life, limb or health for which it is responsible. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of contractual obligations on the part of the hotel. Typical contractual obligations are those obligations that make the proper execution



General terms and conditions for the hotel accommodation contract DAS GRASECK GmbH & Co.KG

of the contract possible in the first place and on the fulfillment of which the customer relies and may rely. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise regulated in this clause 7. Should disruptions or defects occur in the hotel's services, the hotel will endeavor to remedy the situation if it becomes aware of it or if the customer complains immediately. The customer is obliged to do what is reasonable for him to remedy the disruption and to keep possible damage to a minimum.

- 7.2. The hotel is liable to the customer for items brought in according to the statutory provisions. The hotel recommends using the room safe. If the customer wishes to bring money, securities, and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate safekeeping agreement with the hotel.
- 7.3. If the customer is provided with a parking space in the hotel car park, even for a fee, this does not result in a safekeeping contract. In the event of loss or damage to motor vehicles parked or maneuvered on the hotel property and their contents, the hotel is only liable in accordance with the above clause 7.1, sentences 1 to 4.
- 7.4. Wake-up calls are carried out by the hotel with the utmost care. Messages for customers are treated with care. After prior agreement with the customer, the hotel can take over the acceptance, storage and - on request - the forwarding of mail and goods consignments for a fee. The hotel is only liable in accordance with the above clause 7.1, sentences 1 to 4.

8. Final Provision

- 8.1. Changes and additions to the contract, the acceptance of applications or these General Terms and Conditions should be made in text form. Unilateral changes or additions are invalid.
- 8.2. If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction is Garmisch-Partenkirchen. The hotel can also sue the customer at the customer's place of business. The same applies to customers who do not fall under sentence 1 if their registered office or place of residence is not in an EU member state.
- 8.3. German law applies. The application of the UN sales law is excluded.
- 8.4. In accordance with the legal obligation, the hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("OS platform"): <http://ec.europa.eu/consumers/odr/>. However, the hotel does not participate in dispute settlement procedures before consumer arbitration boards.