

General terms and conditions of business for hotel and package arrangements for Travel Charme Kleinwalsertal GmbH, Kleinwalsertal

The following terms of business apply to the renting of hotel rooms as well as to any further services provided to customers of Travel Charme Kleinwalsertal GmbH (referred to below as the hotel):

I. Conclusion of contract, cancellation of hotel accommodation contract

1. The hotel accommodation contract is concluded when the hotel confirms a booking/reservation or if the customer accepts an offer from the hotel designated as binding.
2. a. Bookings/reservations are binding on both parties.
b. The hotel is entitled,
 - on conclusion of the contract to demand reasonable payment in advance or collateral from the customer such as in the form of a credit card guarantee or cash deposit. The type and amount of advance payment plus the payment terms can be agreed in writing in the contract;
 - on conclusion of the contract before or after the guest's stay commences to demand in justified cases, e.g. if the customer is in arrears, payment in advance or collateral or an increase in the advance payment or collateral agreed in the contract up to the agreed payment due in full;
- c. For rebookings of confirmed reservations the customer is charged a fee of €30.00 per booking. With a rebooking the customer has no right to a previously booked discounted rate. The rebooking can only be effected at the current daily rate. The hotel will inform the customer of the new rate and only implement the rebooking if the customer has agreed to the new rate.
- d. Cancellation by the customer requires the hotel's consent in writing. If this is not provided, the agreed rate is to be paid even if the customer does not avail himself of the contractual service. However, the hotel must deduct the revenue from otherwise letting the room and the costs saved from the agreed rate. The hotel is entitled to estimate a flat rate for the deduction of costs saved. The customer is in this case obliged to pay 80% of the agreed rate for accommodation and breakfast, 70% for half board and 60% for hotel package deals that include accommodation, food and other services (both external as well as internal). The customer is free to show evidence that the actual costs saved are greater. It is incumbent on the customer to provide evidence that the room has been otherwise let.
- e. The provisions in no. 1.2.d. apply accordingly if the guest does not avail himself of the booked room or services without notifying us promptly (no show). The provision also applies accordingly to a reduction in the number of rooms booked and/or the period of stay.
3. If the hotel has allowed the guest an option in the contract to withdraw from it without further legal consequences within a certain term, the hotel has no right to compensation. The date when the hotel receives the cancellation determines its timeliness. The customer must make the cancellation in writing.
4. The hotel is entitled to withdraw from the contract for an objectively justifiable reason. An objectively justifiable reason exists in particular if force majeure or other circumstances that are not the hotel's responsibility make fulfilment of the contract impossible, rooms have been booked based on the misleading or incorrect provision of important information, e.g. related to the hotel guest or the purpose, as well as if the hotel has reasonable grounds to assume that use of the hotel services could jeopardise the hotel's smooth operation, security or reputation. If the hotel's cancellation is justified, the customer has no right to compensation.

II. Arrival and departure

1. The hotel is obliged to make the reserved rooms available from 3 pm on the day of arrival. Whenever possible, rooms will be made available earlier if necessary. However, there is no right to early occupancy.
2. As long as nothing else has been agreed, the hotel keeps the reserved room free until 6pm. After this time, the hotel is at liberty to rent the room to another guest.
3. Booked rooms are provided to the guest until 11am on the day of departure. If the guest leaves the room after 11am, the hotel may demand an additional 50% of the room rate if the room is occupied until 4pm and 100% of the room rate on that day from 4pm onwards.
4. If the customer does not reserve the total number of hotel rooms, he has no right to claim use of specific hotel rooms and or premises.

III. Payment, place of fulfilment

1. The agreed rates include statutory VAT.
2. Accrued arrears may be deemed due at any time and immediate payment demanded.
3. With default of payment the hotel is entitled to demand for any outstanding invoiced amount interest of five percentage points above the respective base rate at the German Bundesbank. The hotel is at liberty to provide evidence of a higher interest loss.
4. The customer may only offset or reduce a claim by the hotel with a claim that is undisputed or legally binding.
5. The place of fulfilment and payment is the domicile of the booked hotel.

IV. External services

Apart from hotel services, external services can be arranged for the customer, e.g. sports courses, visits to events and excursions, etc. These external services are not carried out by the hotel but provided by third parties (service providers) on their own responsibility.

V. Liability / limitation

1. a. The hotel's liability is excluded when providing its own services, as long as this is not otherwise regulated in the following provisions.
b. The liability exclusion as per subsection a does not apply to damages that have been caused by culpable violation of a significant contractual obligation in a way that jeopardises achievement of the contract purpose. Significant contractual obligations are those obligations, whose fulfilment make due implementation of the contract possible in the first place and on compliance with which the customer consistently does and may rely. However, liability is limited in the process to damages usually associated with the contract, the occurrence of which each party to the contract had to anticipate based on the circumstances known to them at that point in time.
c. The liability exclusion as per subsection a does not apply either to damages arising from loss of life, personal injury or illness, which are based on the hotel's negligent violation of its obligations or those of its legal representatives or assistants.
d. The liability exclusion as per subsection a does not apply to damages that are based on a wilful or grossly negligent violation of the hotel's obligations or those of its legal representatives or assistants.
e. The liability exclusion as per subsection a does not apply vis-à-vis claims arising from the product liability act.
f. As far as the hotel's liability is excluded or limited, this also applies to the liability of its legal representatives, employees and assistants.
2. Any liability to compensate for defects, irrespective of culpability, which already existed when the contract was concluded (§ 536a BGB), is excluded.
3. The period of limitations for the customer's claims against the hotel is six months after the hotel has provided the contractually agreed service. This brief period of limitations applies in the hotel's favour even with claims arising from culpa in contrahendo, positive contractual violation and unlawful activity.
4. No guarantee and/or liability is accepted for external services as defined in figure V.
5. Valuables may be stored in the hotel safe. The hotel recommends making use of this facility.
6. If a parking spot is provided to the customer on the hotel premises or in the underground garage, no security patrols are provided and no custody agreement is concluded. The hotel is not liable for loss of effects from or damage to any vehicle parked on the hotel premises/ in the underground garage and/or for its content, unless the hotel has brought about the damage wilfully or with gross negligence.

VI. Concluding terms

1. As long as the customer is a businessperson, a legal entity under public law or a public separate estate, the court of jurisdiction for any disputes arising from the contract between the customer and the hotel is the hotel's domicile.
2. Should individual terms of these general terms of business be invalid or void, the validity of the remaining terms is unaffected. Otherwise, the statutory provisions apply.