

General Terms and Conditions for hotel and package services of Travel Charme Kleinwalsertal GmbH, Hirschegg.

The following terms and conditions apply to the rental of hotel rooms and additional customer services provided by Travel Charme Kleinwalsertal GmbH (referred to hereinafter as the 'Hotel'):

I. Conclusion of the contract, cancellation of the hotel accommodation contract

1. The hotel accommodation contract comes into effect once the Hotel has confirmed a booking/reservation or once the customer has accepted an offer designated as binding by the Hotel, as the case may be. The option to reserve a room while booking online does not constitute a binding offer extended by the Hotel. The customer submits a binding offer by clicking on the 'binding reservation' button. The contract comes into effect as soon as the customer receives the booking confirmation from the hotel.
2. a. Bookings/reservations are binding for both partners.
b. The Hotel is entitled
 - to request a reasonable advance payment or security deposit from the customer on conclusion of the contract, for instance in the form of a credit card guarantee or a down payment. The type and amount of advance payment will be agreed in writing in the contract, as will the payment dates;
 - in justified cases, e.g. outstanding payment on the part of the customer following conclusion of the contract before or after the beginning of the stay, to request an advance payment or security deposit or an increase of the advance payment or security deposit agreed in the contract until such time as the agreed payment has been received in full.
- c. Changes to reservations are not possible. In the event of a cancellation on the part of the customer, the agreed price must still be paid even if the customer does not make use of the contractual service. In this case, however, the Hotel is obliged to offset the income from any other rental of the rooms and any costs saved against the agreed price. The Hotel is entitled to make a flat-rate deduction for any expenses saved. In this case the customer is obliged to pay 80% of the agreed price for an overnight stay and breakfast, 70% for half-board and 60% for hotel packages that include overnight stays, board and other services (both external and internal). The customer is at liberty to demonstrate that the Hotel suffered less damage or none at all (e.g. through rental of the room to another party where the room category in question is otherwise fully booked).
- d. By way of derogation from the provision under c., changes to bookings and cancellations are possible subject to the following conditions if the customer has booked the 'Premium Package'. In such cases bookings can be amended at no extra charge up to the day before arrival (6 pm), provided the new arrival date is not more than six months before or after the arrival date originally booked. In the event of a trip cancellation, the customer will receive a voucher equal to the costs of cancellation, redeemable at the issuing Travel Charme hotel within two years. Where rebooking for a new travel date, this booking must at least correspond to the value of the original booking.
Any other form of offsetting or refund is excluded. The premium package can only be booked when making the reservation.
- e. The provisions in section I.2.c. apply accordingly if the guest fails to use the room or services booked without prior notice (no-show). This provision applies accordingly where the number of rooms booked and/or the duration of the stay is reduced.
3. If the Hotel has granted the guest the option in the contract to withdraw from the contract without any legal consequences within a specific period of time, the Hotel is not entitled to compensation. The timeliness of the notice of cancellation is determined by when this is received by the hotel. In this case the customer must provide written notice of cancellation.
4. The Hotel is entitled to withdraw from the contract or to terminate it for cause. Cause is deemed to exist in particular where force majeure or any other circumstances for which the Hotel is not responsible render the fulfilment of the contract impossible, where rooms have been booked by giving misleading or wrong information regarding important facts, e.g. about the hotel guest or the reason for the stay, or if the Hotel has justified reason for believing that the customer's use of the Hotel's services may put the smooth operation, safety, security or the public reputation of the Hotel at risk. If the withdrawal or termination by the Hotel is justified, the customer is not entitled to compensation.

II. Arrival and departure

1. The Hotel is under obligation to ensure the rooms booked are available from 3 pm on the day of arrival. Wherever possible, rooms will be made available earlier where necessary. There is no entitlement to early check-in.
2. Unless agreed otherwise, the Hotel will hold room bookings until 6 pm. After that time, the Hotel is free to reallocate the rooms.

3. Booked rooms will be available to the guest until 11 am on the day of departure. If the guest has not left the room by 11 am, the Hotel is entitled to charge the guest 50% of the price for that day in the event of a check-out by 4 pm and 80% for check-outs after 4 pm.
4. Unless the customer has reserved all the rooms in the Hotel, they are not entitled to choose specific rooms within a room category.

III. Payment and place of fulfilment

1. The agreed prices include statutory VAT.
2. The Hotel is entitled to declare accrued charges due at any time and demand immediate payment thereof.
3. In the event of a default on payment, the Hotel is entitled to charge interest of five percentage points above the respective base interest rate of the German Federal Bank on the outstanding invoice amount. The Hotel reserves the right to assert a higher interest loss.
4. The customer can only offset or reduce a Hotel claim with an undisputed or legally valid claim.
5. The place of fulfilment and payment is the location of the Hotel booked.

IV. External services

1. In addition to hotel services, the customer may also be offered external services, e.g. sports classes, events or excursions, etc. External services are not provided by the Hotel, but instead by third parties (service providers), who take full responsibility. The customer concludes the respective contract directly with the organiser.

V. Liability/limitation period

1. a. The Hotel excludes any liability for its own services unless stipulated otherwise in the following provisions.
b. The exclusion of liability under a. does not apply to damage caused by culpable breach of a material contractual obligation in a manner that endangers the achievement of the purpose of the contract. Material contractual obligations are obligations whose fulfilment makes the due performance of the contract possible in the first place and on whose fulfilment the customer may ordinarily rely. Liability will, however, be limited to the foreseeable damage that is typical of the contract, the occurrence of which each contractual party should have anticipated based on the circumstances known to them at the time.
c. Furthermore, the exclusion of liability under a. does not apply to damages resulting from the destruction of life, personal injury or health damages which result from a grossly negligent violation on the part of the Hotel or its legal representatives or vicarious agents.
d. The exclusion of liability under a. does not apply to damages resulting from an intentional or grossly negligent breach of obligation by the Hotel or its legal representatives or vicarious agents.
e. The exclusion of liability under a. does not apply with respect to claims arising from the Product Liability Act.
f. Where the liability of the Hotel is excluded or limited, this applies equally to its legal representatives, employees and vicarious agents.
2. Compensation liability, regardless of fault, for defects that pre-date the conclusion of the contract (section 536a of the German Civil Code) is excluded.
3. The statutory period of limitation for customer claims against the Hotel is six months following the provision of the contractually agreed Hotel service. This short period of limitation applies in favour of the Hotel with regard to both contractual claims and claims arising from unauthorised acts.
4. No guarantee and/or liability will be accepted for external services as defined in section IV.
5. Valuables may be stored in the hotel safe. The Hotel recommends making use of this facility.
6. If the customer is provided with a parking space on the Hotel premises or in the underground car park, they are simply entering into a contract for parking space rental with the Hotel. The Hotel will not perform any surveillance and no safekeeping contract will be concluded. The Hotel cannot be held liable for loss of or damage to any vehicle parked on the Hotel premises/in the underground car park and/or its contents unless the Hotel is responsible for the damage pursuant to the provision in section 1.

VI. Final provisions

1. If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relations between the customer and the Hotel is the location of the Hotel.
2. German law applies to the exclusion of the UN Sales Convention.