

General Terms and Conditions for the Hotel Gastschloss GmbH, Schloss Haigerloch

Hereinafter referred to as „Hotel“

1.

Scope

1.1

These general terms and conditions apply to all contracts for the licensing of Hotel rooms for occupation and all goods and services supplied in relation thereto.

1.2

The customer's terms and conditions shall not apply unless expressly agreed upon in advance and in written form.

2.

Conclusion of the contract

2.1

The contract shall come into effect upon acceptance of a Guest reserving a room at the Hotel and the confirmation of said booking by the Hotel. The booking of the room can be confirmed in oral, written or electronic form per E-mail.

2.2

Where a third party has made a booking on behalf of the Guest, the Guest and the third party shall be jointly and severally liable to the Hotel in respect of all obligations owed under these terms and conditions, provided that the Hotel has received a statement to this effect from the Guest.

2.3

German law applies to all contracts.

2.4

No person other than the Guest indicated in the reservation shall be permitted to use the reserved room(s), and solely for the use of occupation, without prior written consent of the Hotel.

3.

Privacy policy, technical appliances and connections

3.1. All private data of the Guest necessary for entering into a contract with the Hotel and for fulfilling aforementioned contract are being saved. The Guest explicitly consents to this. All personal data will of course be handled with care.

3.2.

The IP address of the Guest will be saved for up to three month when using Wi-Fi connection provided by the Hotel.

3.3

The Guest can only use personal technical appliances and connect these to the power grid of the Hotel, if the Hotel has, in advance, given written permission for any such use. The Guest will be made liable for any disruptions or damages to the technical fittings of the Hotel caused by the use of any such technical device, insofar these are not the responsibility of the Hotel.

4. Services and prices

4.1

The Hotel shall keep the room(s) reserved by the Guest available and provide the services agreed upon. All prices include VAT.

4.2

The Guest is obliged to pay the Hotel charges that have been agreed upon and /or that apply in respect to the use of the booked room and any other services used by the guest. The foregoing shall also apply to any services arranged for the Guest as well as expenditure incurred by the Hotel with respect to booking by a third party.

4.3

If the period between making the reservation and performance of the contract exceeds 12 months, the Hotel shall be entitled to charge prices currently applying, provided that it charges no more than 10 % above the prices originally quoted.

4.4

The Hotel shall also be entitled to adjust the sum billed if the Guest subsequently requests any changes to the number of rooms reserved any Hotel services or the duration of the stay, and the Hotel consents to such changes.

4.5

Hotel invoices showing a particular due date are payable in full immediately, at latest within 10 calendar day of receipt. If the amount shown on the invoice is still unpaid on the due date indicated the Guest shall be deemed to be in default. In the event of default, the Hotel shall be entitled to charge default interest of 5% of the amount owed, as prescribed by law, from the date on which the amount owed falls overdue. In business contracts this interest amounts to 8% of the amount owed. The Hotel reserves the right to demonstrate that it has suffered more substantial loss. After default the Hotel shall charge an extra sum of 5 Euros for every default note written.

4.6

The Hotel shall be entitled at any time to require advance payments on the conclusion of contract for the purpose of securing the reservation. The amount of such advance payment and its due date can be laid down in the contract in written form. During the stay of the Guest, the Hotel furthermore shall have the right to call for immediate payment of any accumulated debts owed.

4.7

The Guest shall only be entitled to offset or reduce amounts which are undisputed or have become final and non-appealable against any amounts owed to the Hotel.

4.8

Vouchers:

- Only vouchers that have been fully paid are being accepted.
- There will be no refund for the value of the voucher.
- Acceptance of vouchers is subject to availability.

5. Cancellation or failure to use Hotel services (no-show)

5.1

The Guest shall have the right to rescind the contract at any time subject to the following conditions:

If the guest has made a booking without the option to change or cancel the reservation the Guest can only receive a refund for the amount due if the Hotel is able to find a substitute booking for the room.

5.2

The provision concerning damages to be paid shall apply if the Guest fails to use room or services reserved without giving the Hotel adequate notice (no-show).

5.3

The Hotel shall not be entitled to payment where the Guest is permitted under the contract with the Hotel to cancel the reservation within a specified period with no further legal consequences. Thus the Hotel has no claims for damages. For the purpose of establishing whether notice of cancellation has been duly given, the date of receipt shall be determinative. The Guest has to give notice of cancellation in written form or per Email.

5.4

Cancellation of a single room is free of charge up to 48 hours prior to the date booked. If notice of cancellation is received less than 24 hours prior to the date booked, the Hotel shall charge 80% of the original price of the room

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5.5

For group bookings of more than 3 Hotel rooms a cancellation free of charge is possible during the following periods of time:

Up to 10 Hotel rooms

14 days prior to the date of arrival

11 to 20 Hotel rooms

28 days prior to the date of arrival

21 to 30 Hotel rooms

56 day prior to the date of arrival

Later cancellations will be charged as
Up to 10 Hotel rooms
13 to 2 days prior to the date of arrival
50% of the price of the rooms

11 to 20 Hotel rooms
27 to 8 day prior to the date of arrival
40% of the price of the rooms

7 to 2 days prior to the date of arrival
60% of the price of the rooms

21 to 30 Hotel rooms
55 to 14 days prior to the date of arrival
20% of the price of the rooms

13 to 8 days prior to the date of arrival
40% of the price of the rooms

7 to 0 days prior to the date of arrival
80% of the price of the rooms

In case of cancellation from 2 days prior to the date of arrival the Hotel will charge 80% of the price of the rooms.

6 Cancellation by the Hotel

6.1

If the guest has the right to cancel without charge according to number 5.3 the Hotel shall also be entitled to rescind the contract should other guests be interested in the rooms reserved or the Guest has failed to finally confirm the booking after being asked by the Hotel to do so.

6.2

In the event that any payment agreed or required under section 4.6 remains unpaid after a reasonable extension of time granted by the Hotel, the Hotel shall be entitled to rescind the contract as well.

6.3

Furthermore the Hotel has the right to rescind the contract on objectively justifiable grounds. This is applicable if

- An event of force majeure or other circumstances not attributable to the Hotel render it impossible or impracticable to perform the contract
- Rooms are reserved by providing misleading or false information with regard to material facts, e.g. the identity of the Guest or the intended purpose
- The Hotel has good cause to believe that the use of the Hotel services may prejudice the effective operation of the Hotel, its security or public image, unless this is under the Hotel's control or falls within its organisational remit.
- The room is misused or sublet according to section 2.4.

6.4.

The Hotel shall give immediate written notice should it make use of its right to rescind the contract

6.5

In the aforementioned occurrence the Guest shall not have right to any compensation.

7. Occupation of the room and checking out

7.1

There is not guarantee that the Guest will be able to use specific rooms unless the Hotel has confirmed the provision of specific rooms in written form.

7.2

Reserved rooms shall be available no earlier than 2 p.m. on the agreed date of arrival. The Guest shall not be entitled to occupy the room any earlier.

7.3

Rooms shall be vacated and made available to the Hotel no later than 11 a.m. on the agreed date of departure. After this period the Hotel can claim damages from the late checkout and additional use of the rooms.

Until 6 p.m.

50% of the room rate

From 6 p.m.

100% of the room rate

The Guest has the obligation to prove that the Hotel didn't receive considerable or any damage due to this circumstance.

8.

Self-catering with drinks or food

8.1

Self-catering with drinks and food destined for consumption at the premises is not allowed. Exemptions to this rule can only be made after prior agreement with the Hotel and the payment of service costs as well as a corkage fee.

8.2

Take away of food is only possible after prior agreement with the Hotel. The Hotel cannot be made liable for any damages occurring after the consumption of food that is taken out and consumed after the cooling chain was disrupted.

9. Liability

9.1

The Hotel shall be liable for loss or damages suffered as a result of any intentional or negligent breach according to common law. For ordinary negligence the Hotel is only liable for claims for loss of life, personal injury or damage to health or breach of its obligations.

The claims for damages of ordinary breach of contract shall only be applicable on typical, predictable damages, if the Hotel is not liable for claims for loss of life, personal injury or damage to health. The Hotel shall only be vicariously liable for the acts and omissions of other in the event of fault on part of the third party.

9.2

The aforementioned provision also applies to claims to damage apart from service, compensation in lieu of any service and compensation for unnecessary expenditure, no matter the legal cause, including claims for compensation due to defects, delay and impossibility of performance.

9.3

The provision of parking space(s) to the Guest shall not be construed as creating any contract with regard to safekeeping unless otherwise individually agreed upon in written form.

9.4

Wake up calls shall be carried out by the Hotel with utmost care. Any claims for damage, except for gross negligence or wilful neglect, are exempt.

9.5

Any messages, post or merchandise delivered for the Guest shall be treated with care. The Hotel shall deliver, store, and upon request, forward such items, subject to charge. This also applies to lost and round items. There shall be no right to claim compensation or damages, unless the loss or damage suffered was caused intentionally or through gross negligence. The Hotel retains the right to hand over the lost and found items to the local lost and round office after a period of one month and charge an appropriate amount for the keeping.

9.6

Lapse of time of all claims of the Guest underlie the common law.

10. Concluding provisions

10.1

Place of performance and payment is Haigerloch.

10.2

The legal relationship between the Guest and the Hotel underlies Germany law.

10.3

If any provisions of these general terms and conditions are invalid, any invalid provision shall not affect the remaining provisions of the contract. This also applies if only parts of provisions are rendered invalid. Any provisions invalid shall be replaced by all parties concerned with an alternative provision that meets the economic interest of both parties and that doesn't contradict the rest of the provisions laid down in the general terms and conditions.

10.4. In case of legal action, the German version of these Terms and Conditions is the legally binding document. The English version is provided for reference only.