

# General Terms and Conditions for Package Tours at Sporthotel & Resort Grafenwald - Daun / Vulkaneifel

## I. Area of application, privacy policy

- These Terms and Conditions apply to all contracts concluded between the hotelier and the customer for the provision of hotel rooms at the Sporthotel & Resort Grafenwald for accommodation as well as to all other services and deliveries connected therewith (hereinafter uniformly referred to as "the travel service"), provided that the travel law within the meaning of §§ 651a ff. BGB (German Civil Code) applies (e.g. in the case of a package tour, in the mediation of associated travel services).
- The sub-letting of the rooms provided or their use for purposes other than accommodation requires the prior consent of the hotel in writing, whereby § 540 (1) clause 2 of the BGB (German Civil Code) is waived if the customer is not a consumer.
- The Terms and Conditions of the customer will only be applicable if this has previously been expressly agreed in text form.
- Customers in the sense of these Terms and Conditions are both consumers and entrepreneurs in the sense of §§ 13, 14 BGB. The hotelier is Ferienpark Daun GmbH & Co.KG Vulkaneifel (hereinafter also referred to as the "hotel").
- Please note our information on data protection in our data protection declaration, which is attached to these General Terms and Conditions at the end or under the following link  
<https://www.sporthotel-grafenwald.de/footer-menu/allgemein/datenschutz.html> on the Internet.

## II. Conclusion of contract, statute of limitations

- The contract comes into effect upon acceptance of the customer's booking request by the hotel. If the hotel makes a binding offer to the customer, the contract is concluded by acceptance of this offer by the customer. In both cases, the hotel will confirm the contractual agreement.
- If the customer is not the guest himself, the customer is nevertheless jointly and severally liable for all claims of the hotel against the guest, even if the guest has used or commissioned services without knowledge of the customer or has violated contractually agreed regulations. If a commercial agent or organiser is engaged by the customer, the above shall apply accordingly to claims of the hotel against the agent or organiser.
- Claims for damages against the hotel are subject to a limitation period of 5 years at the latest, irrespective of knowledge. This reduction in the time of the statute of limitations shall not apply to claims based on an intentional or grossly negligent breach of duty on the part of the hotel as well as to bodily injury and damage to health attributable to the hotel or to loss of life attributable to the hotel.

## III. Services, prices, payments, offsetting

- The hotel is obliged to reserve the rooms booked by the customer and to provide the agreed services.
- The customer is obliged to pay the agreed price of the hotel or the hotel's usual price for the provision of rooms and for all other services used. This also applies to services provided by the hotel to third parties.
- The agreed prices include any applicable value added tax. The hotel may charge the contractually agreed price under the conditions and for the reasons set out in § 651f para. 1 sentence 2 no. 2 BGB, but by a maximum of 8%; the hotel will inform the customer in good time before using the travel service about any increase, the reasons and how the change in price was calculated. The hotel is obliged to reduce the price if and to the extent that the prices specified in § 651f para. 1 sentence 2 no. 2 BGB have changed after conclusion of the contract and before use of the travel service.
- The hotel may make its agreement to any retroactive reduction in the number of rooms booked, services provided by the hotel or length of the customer's stay conditional upon an increase in price for the room and/or for other services.
- Invoices of the hotel without a due date are payable without deduction within 14 calendar days from receipt of the invoice; for invoices received before the end of the travel service, however, this only applies if clause V.6 has been observed. The hotel is entitled to call in accrued claims at any time and to demand immediate payment. In case of default on payment, the hotel is entitled to levy the current legally applicable rate of interest of 9%, or in case of legal transactions in which a consumer is involved, of 5% above the base rate of interest. In addition, the hotel can claim a fee of € 5 per reminder letter in case of default. The hotel reserves the right to prove and assert higher damages.
- The hotel is entitled to demand an appropriate advance payment or security upon conclusion of the contract or thereafter, provided that the customer has been proven to have effective insolvency protection in accordance with § 651t BGB. The amount of the advance payment and the payment dates can be agreed in writing in the contract.
- In justified cases, e.g. if the customer is in arrears with payment or the scope of the contract is extended, the hotel is entitled to demand an increase in the agreed advance payment or provision of security up to the full agreed remuneration even after conclusion of the contract.
- The customer may only offset a counterclaim which is undisputed or legally recognised against a claim on the part of the hotel. The same applies to the assertion of a right of retention.

## IV. Customer withdrawal, cancellation, no show

- If a cut-off date for withdrawal from the contract at no cost is agreed between the hotel and customer in writing, the customer can then cancel the contract until that date without incurring charges and at no risk of compensation claims by the hotel. The customer's right of withdrawal expires if the customer does not exert his right of withdrawal with regard to the hotel by the agreed date.
- If, at the time of booking, the customer has chosen a fare without the right of withdrawal (i.e. without the possibility of modification or cancellation) and has accepted that the full price of the stay (e.g. from the credit card) will be demanded, no withdrawal is possible and this amount will not be refunded, unless the conditions for a legally regulated, mandatory right of withdrawal exist.
- If the conditions for a right of withdrawal according to § 651h BGB are met, the following provisions apply:
- If the customer withdraws from the contract, the hotel loses the claim to the travel price. The hotel may demand an appropriate reduction in the amount of the following flat-rate compensation fees or the hotel may charge the specific compensation:

Compensation lump sums:

- Cancellation from 14 to 8 days beforehand, 50% of the total price of the trip on the day before the start of the trip**
- Withdrawal from 7 to 1 day(s) beforehand, 75% of the total price**
- Cancellation from the beginning of the trip/trip not taken; 90% of the total travel price**

The lump sums for compensation mentioned under 4. a.-c. were calculated as follows:

- The period between the cancellation and the start of the trip
- Expected saving of expenses of the hotel
- Expected acquisition through other use of travel services

The customer is free to prove that the above-mentioned damage did not occur or did not occur in the asserted amount. If the hotel specifically calculates the compensation, the amount of the compensation shall not exceed the contractually agreed price for the service to be provided by the hotel less the value of the expenses saved by the hotel and what the hotel acquires through other uses of the hotel services.

- The above regulations on compensation apply accordingly if the guest does not make use of the booked room or the booked services without informing us in time (No Show).
- For the assertion of the compensation lump sums mentioned under 4. a. to c. of these General Terms and Conditions, the receipt by the hotel of the customer's declaration of cancellation applies.

## V. Withdrawal by the hotel

- If the customer has agreed to a free right of withdrawal in text form within a certain period of time, the hotel is entitled to withdraw from the contract free of charge during this period if requests from other customers for the contractually booked rooms are received and the customer does not waive his right of withdrawal upon the hotel's request.
- If an agreed advance payment or an advance payment requested in accordance with clause 3 paragraph 6 or 7 is not made even after a reasonable period of grace set by the hotel has elapsed, the hotel shall also be entitled to withdraw from the contract.
- Moreover, the hotel is entitled to cancel the contract extraordinarily for a properly justified reason, particularly if
  - force majeure or other circumstances not of the hotel's causing make fulfilment of the contract impossible;
  - rooms can be booked with misleading or false statements of material facts (e.g. in the person of the customer or for the purpose);
  - the hotel has reasonable grounds to assume that the use of the rooms or other services may endanger the smooth business operations, the security or the public image of the hotel, without this being attributable to the hotel's sphere of control or organisation;
  - there is a violation of paragraph 1 (2),
  - in all cases regulated by law.
- If the hotel justifiably cancels the contract, no claim for compensation may be made by the customer..

## VI. Room availability, handover and return

- The customer does not acquire any claim to the provision of certain rooms.
- Reserved rooms are available to the customer from 3 pm on the agreed day of arrival. Booked country houses/apartments are available to the customer at the earliest from 5 p.m. of the agreed day of arrival. The customer is not entitled to earlier provision of the room.
- On the agreed departure date, hotel rooms are to be vacated by noon. The country houses/apartments must be made available to the hotel no later than 10.00 a.m. on the agreed day of departure. Thereafter, in the event of delayed evacuation of the room / country house or apartment for its use in excess of the contract, the hotel may charge 50% of the currently valid daily accommodation rate until 6 p.m., then 100% from 6 p.m. onwards. This will not justify contractual claims by the customer. The customer is at liberty to prove that the hotel is entitled to no additional charge or a lower charge for the use of the room. In addition, the hotel reserves the right to prove and assert higher damages.

## VII. Liability of the hotel; charge

- The hotel is liable with the diligence of a prudent business for its obligations under the contract. The hotel limits its liability for such damages to three times the travel price, which are no physical injury and not culpably caused. If international agreements or statutory provisions based on such agreements apply to the service, according to which a claim for damages against the service provider arises or can only be asserted under certain conditions or restrictions or is excluded under certain conditions, the hotel may also invoke this against the customer.
- As far as clause VII.1 does not apply, the following applies: The hotel is basically liable for all legal and contractual claims only in the case of wilful or grossly negligent conduct. Exceptionally, the hotel is liable for slight negligence in the event of damage based on the violation of essential contractual obligations or due to injury to life, body or health. In the case of damages based on the violation of essential contractual obligations, liability is limited to the foreseeable damage typical for the contract. The hotel shall not be liable for consequential or indirect damages. Exclusions and limitations of liability apply in the same way to a legal representative or vicarious agent. Should disruptions or defects in the performance of the hotel occur, the hotel will endeavour to provide a remedy once it becomes aware of these or if the customer immediately complains to the hotel. The customer is obliged to contribute what is reasonable to him in order to remedy the disturbance and to keep a possible damage low, as well as to inform the hotel immediately of all disturbances and/or damages.
- The hotel shall be liable to the customer for items brought in in accordance with the statutory provisions of §§ 701 ff. BGB up to the amount of € 3,500 at the most.
- For money, securities and valuables, the amount of € 800 replaces € 3,500. Storage in a hotel or room safe is always recommended. The above paragraph 1 sentences 2 to 5 shall apply to any further liability of the hotel.
- If the customer is provided with a parking space in the hotel garage or car park, even if a fee is charged, this does not constitute a contract of safe custody. The hotel is not liable for any loss or damage to vehicles parked on hotel property or their contents, except in cases of wilful misconduct or gross negligence. This also applies to vicarious agents of the hotel. The above paragraph 1 sentences 2 to 5 shall apply accordingly.
- Wake-up calls are carried out by the hotel with the utmost care. Messages, mail and goods for customers are also handled with the utmost care. The hotel takes over the delivery and storage (in each case in the hotel) as well as - if desired - against payment the forwarding of the same. The above paragraph 1 sentences 2 to 5 shall apply accordingly.
- Sports and swimming pool facilities in the hotel are used by the customer at his own risk.

## VIII. Final provisions

- Amendments or supplements to the contract, the acceptance of the application or these General Terms and Conditions for Hotel Accommodation must be made in text form. Unilateral changes or additions by the customer are invalid.
- The place of fulfilment and payment is the registered location of the hotel.
- The exclusive place of jurisdiction for commercial transactions is Cologne. If a Contracting Party fulfils the requirement of § 38 paragraph 2 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction is that of the registered location of the hotel.
- German law shall apply exclusively.
- Should any of the individual provisions of these terms and conditions be invalid or void or become so, this will not affect the validity of the remaining provisions. The relevant statutory provisions shall apply in other respects.

Updated: July 2018