



Hotel | Restaurant | Fahrradverleih

General Terms and Conditions of the Hotel Gasthof Rebstock

These general terms and conditions apply to hotel and hospitality contracts between customers and the

Gasthof „Rebstock“ Friedrichshafen

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§1 Scope of application

- 1.1 These Terms and Conditions apply to contracts for the rental of hotel rooms for lodging purposes, the use of the restaurant premises for banquets, and all other services and deliveries provided by the hotel to the customer in this connection.
- 1.2 The subletting or reletting of the rooms provided as well as their use for purposes other than accommodation shall require the prior consent of the hotel in text form.
- 1.3 The customer's general terms and conditions shall only apply if this has been expressly agreed in text form in advance.

§2 Conclusion of contract & partners, limitation period

- 2.1 Contracting parties are the hotel and the customer. The contract is concluded by the hotel's acceptance of the customer's application. The hotel is free to confirm the room and/or restaurant booking in text form or verbally.
- 2.2 If a third party has placed an order on behalf of the customer, he shall be liable to the hotel together with the customer as joint and several debtors for all obligations arising from the agreed provision of rooms as well as all other agreed services, provided that the hotel has received a corresponding declaration from the third party.
- 2.3 All claims against the hotel are generally subject to a limitation period of one year from the start of the statutory limitation period. This does not apply to claims for damages and other claims, provided that the latter are based on an intentional or grossly negligent breach of duty by the hotel.

§3 Services, prices, payment, set-off

- 3.1 The hotel is obligated to keep the rooms booked by the customer available and to provide the agreed services.
- 3.2 The customer is obligated to pay the agreed or applicable prices of the hotel for the provision of the room and the services used by the customer. This also applies to services ordered by the customer directly or through the hotel, which are provided by third parties and paid for by the hotel.
- 3.3 Payment shall be made in euros (€). Any exchange and bank charges shall be borne by the customer.
- 3.4 The agreed prices include the taxes and local charges applicable at the time of the conclusion of the contract. Not included are local taxes, which are owed by the guest according to the respective local law, such as visitor's tax.
- 3.5 In the event of an increase in the statutory value-added tax or the introduction, amendment or abolition of local levies on the subject of performance after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion and performance of the contract exceeds four months.
- 3.6 The hotel may make its consent to a subsequent reduction requested by the customer in the number of rooms booked, the hotel's service or the customer's length of stay conditional upon a reasonable increase in the price for the rooms and/or for the hotel's other services.
- 3.7 Invoices of the hotel without a due date are due for payment without deduction within 8 days of receipt. The hotel is entitled to declare accrued claims due at any time and to demand immediate payment. In the event of late payment, the hotel shall be entitled to charge the statutory interest on arrears applicable at the time. The hotel reserves the right to prove higher damages. The hotel may charge € 5.00 for each reminder after default.
- 3.8 The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in text form in the contract. In the event of default of payment by the customer, the statutory provisions shall apply.
- 3.9 Furthermore, the hotel is entitled to demand from the customer a reasonable advance payment or security deposit as defined in Section 3.6 above for existing or future claims arising from the contract at the beginning and during the stay, insofar as such a deposit has not already been provided in accordance with Section 3.6 and/or Section 3.7 above.
- 3.10 The customer may only set off or offset an undisputed or legally binding claim against a claim of the hotel.
- 3.11 The customer agrees that the invoice may be sent to him electronically.

§4 Withdrawal of the customer (cancellation)/Non-utilization of the services of the hotel (no-show)

- 4.1 Cancellation by the customer of the contract concluded with the hotel must be received by the hotel in text form and requires confirmation by the hotel in text form. If this is not done, the agreed price from the contract must be paid even if the customer does not make use of contractual services.
- 4.2 Cancellation of individual bookings: Cancellation by the customer is generally possible free of charge up to 3 days before the date of arrival. In case of later cancellation or no-show, 90% of the booked service will be charged. The customer's right of cancellation expires if he does not exercise his right of cancellation in text form vis-à-vis the hotel by the agreed date.
- 4.3 Cancellation of events & groups: Unless otherwise agreed in writing, the following rule applies: If the event/group trip is canceled by the organizer from five rooms, the Hotel Gasthof Rebstock is entitled to an appropriate remuneration claim.
A cancellation free of charge is possible up to 4 weeks before the start of the event/travel date. In the case of cancellations up to 3 weeks before the start of the event/date of travel, the provision costs in the amount of 25% of the agreed service volume plus statutory VAT will be invoiced. In the case of cancellations up to 2 weeks before the start of the event/travel date, the provision costs amounting to 50% of the agreed service volume plus statutory VAT will be invoiced. In the event of cancellation at shorter notice, the provision costs in the amount of 80% of the agreed service volume plus statutory VAT will be invoiced. The customer's right of cancellation expires if he does not exercise his right of cancellation in text form vis-à-vis the hotel by the agreed date.
- 4.4 Agreed special services as well as services of third parties that become useless as a result of the cancellation shall be remunerated in any case.
- 4.5 For banquet events, the number of persons notified up to 5 days in advance shall serve as the minimum basis for calculation.

§5 Withdrawal of the hotel

- 5.1 If it has been agreed that the customer may withdraw from the contract free of charge within a certain period of time (cf. Sections 4.1, 4.2 and 4.3), the hotel shall be entitled for its part to withdraw from the contract during this period if there are inquiries from other customers regarding the contractually booked premises and the customer does not waive its right to withdraw upon inquiry by the hotel with a reasonable deadline. This shall apply accordingly in the event that an option is granted if other inquiries exist and the customer is not prepared to make a firm booking upon inquiry by the hotel with a reasonable deadline.
- 5.2 If an advance payment or security deposit agreed or demanded pursuant to Section 3.7 and/or Section 3.8 is not made even after expiration of a reasonable grace period set by the hotel, the hotel shall also be entitled to withdraw from the contract.
- 5.3 Furthermore, the hotel shall be entitled to withdraw from the contract extraordinarily for factually justified reasons, in particular if
 - Force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
 - rooms or rooms are culpably booked with misleading or false information or concealment of material facts; material facts may be the identity of the customer, the ability to pay or the purpose of the stay;
 - The hotel has reasonable grounds to believe that the use of the service may jeopardize the smooth operation of the 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 unlawful;
 - There is a violation of Item 1.2 above.
- 5.4 The justified withdrawal of the hotel does not justify any claim of the customer for damages.

§6 Room provision, handover & return

- 6.1 The customer does not acquire any claim to the provision of specific rooms, unless this has been expressly agreed in text form.
- 6.2 Booked rooms shall be available to the customer from 3:00 p.m. on the agreed day of arrival. The customer has no right to earlier provision.
- 6.3 On the agreed departure day, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. After this time, the hotel may charge 50% of the full accommodation price (list price) for use of the room in excess of the contract until 6:00 p.m., and 90% after 6:00 p.m., due to the late vacating of the room. Contractual

claims of the customer are not justified by this. The customer shall be at liberty to prove that the hotel has not incurred any or a significantly lower claim to a usage fee.

- 6.4 Items left in the room by the guest will be stored for a maximum of one year and will only be forwarded upon express request. A flat rate of at least 5.00 euros will be charged for postage and packaging (foreign postage correspondingly higher).

§7 Hotel liability

- 7.1 The hotel shall be liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it shall be liable for other damages based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of duties typical for the contract by the hotel. Typical contractual obligations are those obligations that make the proper performance 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 a breach of duty by a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise provided for in this clause 7. In the event of disruptions or deficiencies in the hotel's services, the hotel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to him in order to remedy the disruption and keep any possible damage to a minimum.
- 7.2 The hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions. The hotel recommends the use of the room safe. If the customer wishes to bring in money, securities and valuables with a value of more than € 800 or other items with a value of more than € 3,500, this requires a separate storage agreement with the hotel. Liability claims expire if the customer does not immediately notify the hotel after becoming aware of loss, destruction or damage (§703 BGB). Any further liability on the part of the hotel shall be governed by the foregoing Section 7.1.
- 7.3 Dangerous objects or dangerous creatures may not be brought into the hotel.
- 7.4 Insofar as a parking space is made available to the customer in one of the hotel parking lots or in the bicycle carport, even for a fee, this shall not constitute a safekeeping contract. In the event of loss of or damage to motor vehicles or bicycles parked or maneuvered on the hotel's property and their contents, the hotel shall be liable only in accordance with the foregoing Section 7.1.
- 7.5 Wake-up orders shall be executed by the hotel with the utmost care. However, the hotel assumes no liability for incorrect or non-executed wake-up orders.
- 7.6 Messages for customers will be handled with care. Upon prior agreement with the customer, the hotel may accept, store and - upon request - forward mail and merchandise shipments for a fee. The hotel shall only be liable in this respect in accordance with the above clause 7.1.

§8 Additional provisions especially for banquet events

1. Bringing your own food and beverages

The customer may not bring food and beverages to events. Exceptions require an agreement with the hotel. In these cases, a contribution to cover overhead costs will be charged.

2. Technical equipment and connections

- 2.1 Insofar as the Hotel procures technical and other equipment from third parties for the Customer at the Customer's instigation, it shall act in the name of, on the authority of and for the account of the Customer. The customer shall be liable for careful handling and proper return. He shall indemnify the hotel against all claims of third parties arising from the provision of this equipment.
- 2.2 The use of the customer's own electrical equipment under the customer's use of the electricity network requires the customer's consent. Any malfunctions or damage to the hotel's technical equipment resulting from the use of such equipment shall be borne by the customer, unless the hotel is responsible for such malfunctions or damage.
- 2.3 Malfunctions in technical or other equipment provided by the hotel shall be remedied immediately if possible. Payments may not be withheld or reduced insofar as the hotel is not responsible for these disruptions.

3. Loss of and damage to items brought to the hotel

- 3.1 Exhibits or other items, including personal items, brought along are located on the premises of the restaurant or in the hotel at the customer's risk. The hotel assumes no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the hotel, its legal representatives or vicarious agents. In addition, all cases in which safekeeping constitutes a typical contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability.

3.2 Decorative material brought along must comply with fire protection requirements. The hotel shall be entitled to demand official proof thereof. If such proof is not provided, the hotel shall be entitled to remove any material already brought in at the customer's expense. Due to possible damage, the installation and attachment of objects must be coordinated with the hotel in advance.

3.3 Exhibits or other items brought to the event must be removed immediately after the end of the event. If the customer fails to do so, the hotel may remove and store them at the customer's expense. If the items remain in the event room, the hotel may charge an appropriate compensation for use for the duration of the withholding of the room.

4. Liability of the customer for damages

If the customer is an entrepreneur, he is liable for all damages to the building or inventory caused by the participants or visitors, employees, guests or other third parties from his area or himself. The hotel may require the customer to provide an appropriate security line, for example in the form of a credit card guarantee.

§9 Concluding remarks

9.1 Amendments and supplements to the contract, the acceptance of the application or these General Terms and Conditions shall be made in text form. Unilateral amendments or supplements shall be invalid.

9.2 The place of performance and payment as well as the exclusive place of jurisdiction - also for disputes regarding checks and bills of exchange - in commercial transactions shall be the registered office of the hotel. If the customer fulfills the requirements of §38 paragraph 2 of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.

9.3 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

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Subject to modifications