

General terms and conditions for the hotel accommodation contract - "Wohnlust rooms" - Wohnlust Immobilien UG

I. SCOPE OF APPLICATION

1. These terms and conditions apply to contracts for leasing of hotel rooms for accommodation and other hotel services (Hotel accommodation contract).
2. The subletting or re-letting of the leased rooms and their use for purposes other than accommodation require the prior consent of hotels in text form.
3. General terms and conditions of the customer only apply if this is the case has been expressly agreed in writing beforehand.

II. CONCLUSION OF CONTRACT, PARTNERS; LIMITATION OF LIMITATIONS

- 1a. The rental contract with the Hotel Wohnlust rooms comes into existence only after a binding, written booking by the guest and a written booking confirmation from the hotel.
- 1b. In the case of short-term bookings (including walk-in guests), the contract is concluded by signing the registration form and accepting the terms and conditions.
2. The contracting parties are the hotel and the customer. Has a third party for the customer ordered, he is liable to the hotel together with the customer as Joint and several debtors for all obligations from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.
3. All claims against the hotel generally become statute-barred one year from the beginning of the knowledge-dependent regular limitation period of Section 199 (1) of the German Civil Code (BGB). Claims for damages become statute-barred after five years regardless of knowledge. The shortening of the limitation period does not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

III. SERVICES, PRICES, PAYMENT, SET-OFF

1. The hotel is obliged to keep the rooms reserved by the customer available and to provide the agreed services.
2. The customer is obliged to pay for the room provided and the other services used at the hotel's current prices. This also applies to services and expenses of the hotel to third parties initiated by the customer. The agreed prices include the respective statutory sales tax. The prices do not include public charges such as visitor's taxes and the like. The customer has to pay these taxes in addition. VAT increases are at the expense of the customer. The agreed rental price is due immediately in cash on the day of arrival. If the customer transfers, the agreed rental price must be received in the hotel's account prior to arrival. Subsequent payment can only be accepted after confirmation of cost coverage.
3. The hotel can give its consent to any one requested by the customer make subsequent reduction in the number of booked rooms, the hotel's services or the length of the customer's stay dependent on the price of the rooms and / or other hotel services increasing.
4. Hotel invoices without a due date are payable within 10 days of receipt of the invoice without deduction. The hotel can demand immediate payment of due claims from the customer at any time. In the event of default in payment, the hotel is entitled to demand the respectively applicable statutory default interest in the amount of currently 8% or, in the case of legal transactions in which a consumer is involved, in the amount of 5% above the base rate. The hotel reserves the right to provide evidence of higher damage.

5. When the contract is concluded, the hotel is entitled to demand an appropriate advance payment or security deposit from the customer in the form of a credit card guarantee, a deposit or the like. The amount of the advance payment and the payment dates can be agreed in writing in the contract. In the case of advance payments or security deposits for package tours, the statutory provisions remain unaffected.

6. In justified cases, e.g. payment arrears by the customer or expansion of the scope of the contract, the hotel is entitled, even after the conclusion of the contract up to the beginning of the stay, to make an advance payment or security deposit within the meaning of number 5 above or an increase in the advance payment or security deposit agreed in the contract up to the full to demand the agreed remuneration.

7. The hotel is also entitled to demand an appropriate advance payment or security deposit from the customer at the beginning of and during the stay in the sense of number 5 above for existing and future claims from the contract, insofar as this is not already in accordance with numbers 5 and / or 6 above was done.

8. The customer can only offset or set off an undisputed or legally binding claim against a claim by the hotel

IV. WITHDRAWAL BY THE CUSTOMER

(e.g. cancellation, reduction, cancellation / failure to use the hotel's services)

1. Bookings by the customer are binding.

2. Cancellation by the customer of the contract concluded with the hotel requires the hotel's consent in writing. If this is not done, the price agreed in the contract must be paid even if the customer does not make use of the contractual services.

2. If an appointment is made between the hotel and the customer free of charge

Withdrawal from the contract has been agreed in text form, the customer can withdraw from the contract until then without triggering payment or compensation claims by the hotel. The customer's right of withdrawal expires if he does not exercise his right to withdraw from the hotel in writing by the agreed date.

3. In the case of rooms not used by the customer, the hotel must offset the income from renting these rooms to other parties. If the rooms are not rented to someone else, the hotel can invoice 100% of the contractually agreed remuneration.

4. Cancellations must be made in writing. Depending on the point in time of the termination, an obligation to pay compensation remains to a different extent. Reservations made by the contracting party commissioning the contract are binding for both contracting parties.

5. Reservation conditions:

Your reservation can be canceled free of charge up to 30 days before the day of arrival, Otherwise the Hotel Wohnlust rooms will charge up to 80 percent of the room rate for the period booked. In the event of a no-show without prior cancellation, we will charge you 100% of the confirmed room rate.

The hotel is free to demand the contractually agreed remuneration and to apply a flat rate deduction for saved expenses. In this case, the customer is obliged to pay at least 80% of the contractually agreed price for an overnight stay.

The customer is free to prove that the above-mentioned claim did not arise or did not arise in the required amount.

6. The prices expressly do not include any premiums for travel cancellation insurance, so that each guest has to insure himself against possible cancellation costs.

V. WITHDRAWAL BY THE HOTEL

1. If it has been agreed in writing that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract

during this period if there are inquiries from other customers about the contractually booked rooms and the customer upon request of the Hotels does not waive its right to withdraw.

2. If an agreed advance payment or a security deposit requested in accordance with Section III Numbers 5 and / or 6 above is not made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to extraordinarily withdraw from the contract for an objectively justified reason, for example 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 about essential contractual facts, e.g. about the customer or the purpose of his stay;
- the hotel has justified reason to believe that the use of the hotel's services could endanger the smooth business operations, security or public image of the hotel, without this being attributable to the hotel's sphere of control or organization;
- the purpose or the cause of the stay is illegal;
- there is a violation of the above-mentioned item I number 2.

4. If the hotel is justified in withdrawing from the contract, the customer has no right to compensation

5. Addition CORONA PANDEMIC:

The Hotel Wohnlust rooms can unilaterally cancel the booking without liability or obligation to pay compensation to the guest if the business of the hotel is closed due to official or legal orders, or if the operation is restricted. The guest is also entitled to this right of unilateral liability and free cancellation in the case mentioned.

VI. ROOM AVAILABILITY, HANDOVER AND RETURN

1. The customer does not acquire the right to be provided specific rooms unless this has been expressly agreed in writing.

2. Booked rooms are available to the customer from 3:00 p.m. on the agreed arrival date. The customer has no right to earlier availability.

3. Rooms must be vacated and made available to the hotel no later than 10:30 am on the agreed departure date. Thereafter, due to the late vacating of the room, the hotel can charge 50% of the full accommodation price (list price) for use beyond the contract until 3:00 p.m., 100% from 3:00 p.m.

4. The rooms / rooms are kept free until 6:00 p.m. on the day of arrival, unless otherwise agreed with the customer. After that, the rooms can be rented to someone else.

5. The customer is liable to the hotel for all damage caused by him or by third parties who receive the hotel's services at his request.

6. Room access cards / keys that you have taken with you can be returned to the hotel for up to 4 days at your own expense. After that, the guest owes the hotel the replacement costs approx. 35 euros.

7. Dogs not registered will be billed to the customer plus a one-off special cleaning fee of 50 euros. A pet is charged at € 10.00 per night in the guest's room.

VII. LIABILITY OF THE HOTEL

1. The hotel is liable for its obligations under the contract. Customer claims for compensation are excluded. Excluded from this are damage resulting from injury to life, limb or health if the hotel is responsible for the breach of duty, other damage based on an intentional or grossly negligent breach of duty by the hotel and damage resulting from an intentional or negligent breach of typical contractual obligations of the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Should disruptions or

deficiencies in the hotel's services occur, the hotel will endeavor to remedy the situation as soon as it becomes aware of this or upon immediate complaint by the customer. The customer is obliged to do what is reasonable for him to remedy the disruption and to keep possible damage to a minimum.

2. The hotel is liable to the customer for items brought in according to the statutory provisions. The hotel's contractual liability is limited to the simple rental price, provided that the hotel is solely responsible for any damage incurred by the guest.

3. If the customer is provided with a parking space in the garage or on a hotel parking lot, even for a fee, this does not result in a safekeeping agreement. The hotel is not liable for loss of or damage to vehicles, trailers, motorcycles and their contents parked or maneuvered on the hotel property.

4. Items left behind by the customer will only be forwarded on request, at the risk and expense of the customer. The hotel only keeps the items for 12 months and is entitled to demand an appropriate cash payment for them.

5. The hotel provides free WiFi access. For this, the terms of use for guests WLAN of the hotel apply.

VIII. FINAL PROVISIONS

1. Changes and additions to the contract or these general terms and conditions should be made in text form. Unilateral changes or additions by the customer are invalid.

2. The place of fulfillment and payment is the hotel's location.

3. The exclusive place of jurisdiction - also for check and bill of exchange disputes - is the corporate seat of the hotel in commercial transactions. If a contractual partner fulfills the requirements of Section 38 (2) ZPO and does not have a general place of jurisdiction in Germany, the place of jurisdiction is the hotel's registered office under company law.

4. German law applies. The application of the UN sales law and the conflict of laws or similar is excluded.

5. Should individual provisions of these general terms and conditions be or become ineffective or void, this shall not affect the effectiveness of the remaining provisions. In addition, the statutory provisions apply.

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As of December 2021