



Inh. Octavia Fetzner-Knaps
67685 Schwedelbach · Mackenbacher Str. 19
Telefon: 06374-5611
www.birnbaumhof.de · email: info@birnbaumhof.de

GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS

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Dear guest,

You have booked a stay in the “Birnbaumhof – Hotel Pension und Ferienwohnungen”. This reservation of services causes a **guest accommodation** or **hotel accommodation contract**. With the declaration of a reservation you affirm to complete the booking with this hotel.

This guest or hotel accommodation contract has to be treated like any other contract under German Civil Code (Bürgerliches Gesetzbuch).

We guarantee to provide all agreed services correctly and on time. In addition we ask you to consider our general terms and conditions. They govern the contractual relationship between the guest and the host and are accepted by you with your reservation.

I. SCOPE OF APPLICABILITY

1. These terms of business apply to contracts on the rental use of hotel rooms or apartments for lodging purposes as well as all other provisions and services rendered by the hotel for the customer.
2. The subletting or reletting of the premises, the exploitation of the licensed hotel rooms and apartments for purposes other than accommodation as well as invitations to public are prohibited in general.

II. CONCLUSION OF A CONTRACT AND PARTIES TO THE CONTRACT

1. The parties to the contract are the hotel (host) and the customer (guest).
2. If a third party placed the order on behalf of the customer, then that party is liable towards the hotel for all obligations arising from the hotel accommodation contract as joint debtor together with the customer.
3. The guest's booking of a room or an apartment and the hotel's confirmation of the booking leads to a valid hotel accommodation contract.
4. The written confirmation is not required, a telephone reservation is sufficient.
5. Amendments or changes to the contract necessarily require the written confirmation of the hotel. Unilateral amendments or changes by the customer are not valid.
6. A guest's reservation is valid even if it is not confirmed in writing by the guest.

III. SERVICES, PRICES, PAYMENT, SET-OFF

1. The conclusion of the guest or hotel accommodation contract obliges both parties to the fulfill the mutually agreed obligations for the entire duration of the contract:
 - a. The **hotel** is obligated to have the rooms reserved by the customer ready and to render the agreed services.
 - b. The **customer** is obligated to pay the contractually agreed prices for the accommodation provided and other services used. This also applies to unused services as well as to services and outlays rendered by the hotel to a third party on behalf of the customer.
The agreed prices include the respective statutory Value Added Tax.
2. The guest is not being exempt from paying the contractually owed amount because he is prevented from exercising the right he is entitled to use, regardless the reason of the prevention.
3. If the hotel is responsible for the prevention, the guest is exempt from paying the contractually owed amount.
4. If the guest later requests a reduction of the number of rooms or apartments, services of the hotel or the length of stay, the hotel can make its agreement dependent upon the increase of the price for the rooms/apartments and/or for the other services.
5. The **number of persons** living on the premise, including children, cannot exceed the number of persons booked.
6. If **more beds** are used than were booked, this **will be billed**.
7. All **children** have to pay the full rate.
8. **Pets (dogs) are only allowed with prior consent** and have to be paid for.
10. Hotel **bills have to be paid immediately** and without deduction.
11. The hotel is entitled to demand immediate payment of amounts due from the guest at any time. In case of default of payment the hotel is entitled to demand the respectively applicable statutory default interest in the amount of currently 8% or, with legal transactions with a consumer, in the amount of 5 % above the base interest rate. The hotel reserves the right to prove higher damage.
12. With the conclusion of the contract the hotel is entitled to request a reasonable **advance payment** or **security deposit** e. g. in form of a credit card guarantee, an advance payment, etc. The amount of the advance payment and the payment dates may be agreed in the contract in writing.
13. The hotel is entitled to increase the advance payments or security deposits (as defined by the above-mentioned No. 12) in justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, also after the conclusion of the contract until the beginning of the stay. This amount may be up to the full amount of the agreed remuneration.
14. At the beginning and during the customer's stay the hotel is furthermore entitled to demand a reasonable advance payment or security deposit as defined by the above-mentioned No. 12 for existing and future claims according to the contract, in case such a payment has not already been made pursuant to the above-mentioned No. 12 and/or No. 13.
15. Unused services will not be refunded.
16. The hotel accepts **payments in cash and with EC-/Maestro-, Visa- and MasterCard**.
17. An additional **fee of** at least **2%** of the invoice total will be charged by the hotel when paid with a credit card.

IV. CANCELLATION BY CUSTOMER / FAILURE TO USE HOTEL SERVICES (NO SHOW)

If the guest doesn't use the booked premise/s he is nevertheless legally bound to the contract and has to pay for the rooms reserved by the hotel.

This is not meant to be a compensation - but a claim for performance which – is often ignored. Not incurred operating costs – such as food and service or the disposal of bedding can reduce the price for the unused rooms.

a) Cancellation / No Show

1. Cancellation of the contract concluded with the hotel by the customer requires the hotel's consent in writing. Is it not given the price agreed in the contract must be paid even if the customer does not use the contractual services.
2. Provided that the hotel and the customer agreed upon a date for a cost-free cancellation of the contract in writing, the customer may cancel the contract up to that date without incurring payment or damage compensation claimed by the hotel. The customer's right of cancellation expires if he does not exercise his cancellation right in writing toward the hotel by the agreed date.
3. If premises are not used by the customer, the hotel has to deduct from the income renting the rooms to other parties and also from saved expenses from the cancellation fee. If the rooms are not rented otherwise, the hotel can demand the contractually agreed rate and assess a flat rate for the saved expenses of the hotel.

b) Conditions

1. Cancellations which take place a minimum of up to **5 full days before arrival date** are free.
2. Later cancellations will be charged at a rate of **80% of the rate of the first overnight stay**.
3. Failure to use hotel services will be charged at a rate of **80% of the entire booked stay**.
4. In case of an early departure, **80% will be charged on the remaining days**. The customer is free to show that the above-mentioned claim was not valid or not valid in the amount demanded.
5. If the cancellation takes place a minimum of 5 full days before arrival, the hotel reimburses advance payments or security deposits. In case of later cancellation no advance payments or security deposits will be refunded.

V. CANCELLATION BY HOTEL

1. If it is stipulated by contract that the customer can cancel the contract at no cost within a certain time period, also the hotel is entitled for its part to cancel the contract during this time period if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereof by the hotel, does not waive his right of cancellation.
2. If an agreed advance payment or security deposit demanded pursuant to Item clause III, No. 12 and/or No. 13 above, is not made even after a reasonable time limit set by the hotel, the hotel is likewise entitled to cancel the contract. Same applies for unreturned contract bookings of an apartment.
3. Moreover, the hotel is entitled use the right of extraordinary cancellation of the contract for a materially justifiable cause, e.g. if
 - a. force majeure or other circumstances for which the hotel is not responsible lead to impossibility of fulfilment of the contract;
 - b. rooms and spaces are reserved with culpably misleading or false information regarding material contractual facts, such as the identity of the customer or the purpose of his stay;

- c. the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
 - d. the purpose or the cause of the stay is illegal;
 - e. there is a breach of the above-mentioned Item clause I., No. 2 above.
4. The customer cannot derive no damage compensation claims from legitimate cancellations by the hotel.

VI. ROOM AVAILABILITY, DELIVERY AND RETURN

1. The customer is not entitled to be provided specific rooms unless expressly agreed in writing.
2. Reserved rooms are available to the customer **starting at 4:00 p.m.** on the agreed day of arrival. The customer does not have the right to earlier availability.
3. The opening hours of the reception are daily from 4:00 to 8:00 p.m. **Check In** is possible **until 8:00 p.m.**
4. Intended **arrivals out of reception desk opening hours**, must always be arranged with the hotel.
5. In case the hotel has not been notified of an **intended arrival later than 8:00 p.m.** the booking is **no longer guaranteed and No-Show Fees have to be paid.**
6. On the agreed **day of departure** rooms must be vacated and made available to the hotel **no later than 10 a.m.**
7. In case of delayed check-out the hotel may charge 50 % of the full accommodation rate (list price) for the additional use of the room exceeding the contractual time until 6:00 p.m. (after 6:00 p.m.: 100 percent). Contractual claims of the customer are not established hereby. The customer is free to prove that the hotel incurred no or much lesser claim to use damages.

VII. LIABILITY

a) Guest

1. The contractual partner of the hotel or respectively the guest himself is fully liable for damages caused by him, his family, his guests or his dogs.
2. Incurred damages have to be settled in cash at the latest when returning the key to the hotel in cash.
3. Claims arisen from damages caused by the guest and only detected after his check-out will be billed to him subsequently.
4. The full amount of replacement costs of lost keys will be charged to the guest.
5. When staying with e-bike(s): Due to the greatly increased risk of fire and explosion, charging and storing **bicycle batteries** in the guest rooms is **prohibited** without exception.
6. The "Birnbauhof" is a **nonsmoking facility**. Accordingly, **all** the rooms in the hotel are non-smoking rooms. Smoking is only permitted on particular balconies or in the designated smoking areas. **Nonobservance** of the smoke ban in the hotel will be charged with a **cleaning fee of 100,00 Euro**.
7. Breaking the contract by improper use of the rented premise/s entitles the hotel to cancel the contract without previous notice. Nevertheless the contractually agreed rate has to be paid.
8. The "Birnbauhof" is a hotel for adults only. Therefore it is not equipped for the presence of children. If you bring your children please keep in mind:
 - a. **Supervise your children** so that nothing happens to them either in the house nor on the property. Make sure that other guests are not disturbed. **Parents are responsible for their children** and the damages they cause. We assume no reliability!
 - b. Our courtyard, the parking area and the neighbors' yards are no playgrounds.

- c. Make sure that your children only spend time in the backyard, in our garden or on the meadow **under supervision at all times!**
- d. Because of danger of damages, football and other ball games are prohibited.

b) 5Hotel

1. The hotel is liable for the correct description of services in its brochure. It assures to provide all contractually agreed services correctly.
2. The hotel is not liable for impairment of services caused by external labor.
3. The hotel reserves the right to cancel the contract or parts of it if force majeure or labor dispute make rendering services impossible or very difficult. Claims for damages cannot be derived.
4. The hotel is liable to the customer for belongings brought into the hotel in accordance with **the statutory provisions of the German Civil Code.**
5. The hotel assumes no liability for items or money removed from rooms or receptacles unlocked.
6. Cash, securities and valuables up to a maximum value of 1000.00 Euro may be stored in the hotel safe or room safe. The hotel recommends that guests make use of this possibility.
7. Insofar as the customer is provided a parking space in the hotel's parking lot, a safekeeping agreement is not constituted, even if a fee has to be paid. The hotel assumes no liability for loss of or damage to motor vehicles parked or maneuvered on the hotel's property and the contents thereof, except for cases of intent or gross negligence.
8. Wake-up calls are carried out by the hotel with the greatest possible diligence.
9. Messages, mail and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and - on request - forward such items for a fee.
10. The hotel is not liable for damage of electric devices, regardless of the cause of the damage (excess voltage).

VIII. FINAL PROVISIONS

1. Amendments and supplements to the contract, the acceptance of applications or these General Terms and Conditions should be made in writing. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the hotel.
3. The hotel's registered office of corporate law has exclusive jurisdiction over commercial transactions. If a contracting party fulfills the requirements of paragraph 38, section 2 of the German Code of Civil Procedure and does not have a general jurisdiction within the country, the hotel's registered seat of corporate law has jurisdiction.
4. German law applies. The application of UN right to purchase and law of conflict is excluded.
5. Should individual provisions of these general terms of business be or become invalid or void, the validity of the remaining provisions remains unaffected thereby. The statutory provisions shall be also applicable.
6. Ineffective and impracticable provisions shall be replaced by efficient and practicable provisions having the most effect on the economic objectives pursued by the contracting parties.
7. As for the rest statutory provisions apply.

IX. IMPORTANT NOTES

1. We advise to take out a travel cancelation insurance to protect against financial risks, e.g. in case of sickness. You have the possibility to pick the insurance of your choice or take advantage of our travel cancelation insurance. We gladly inform you of the details.
2. Cooking in the hotel rooms is prohibited.

3. Usage of personal fan heaters, electric kettles, immersion heaters or similar devices is prohibited.
4. Please use the designated rooms for drying clothes. We also provide a dryer. The usage of the dryer requires prior consent and has to be paid for.

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Inhaberin: Octavia Fetzer-Knaps

Mackenbacher Straße 19

67685 Schwedelbach

Tel. 06374 - 5611

www.birnbaumhof.de - Email: info@birnbaumhof.de

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