



Guest Accommodation Agreement at the ARBERLAND Tagungshaus

General Terms and Conditions for Hotel Accommodation Agreements (GTC)

1. SCOPE OF APPLICATION

- 1.1 These General Terms and Conditions apply to contracts for the temporary rental of hotel rooms for accommodation purposes as well as all additional services and deliveries provided by the hotel to the customer in this context (Hotel Accommodation Agreement). They do not apply to package travel contracts within the meaning of Section 651a of the German Civil Code (BGB). The term “Hotel Accommodation Agreement” includes and replaces the following terms: accommodation agreement, guest accommodation agreement, hotel contract, hotel room contract.
- 1.2 Subletting or re-letting the rooms provided, as well as their use for purposes other than accommodation, requires the prior consent of the hotel in text form. The right of termination pursuant to Section 540 (1) sentence 2 BGB is excluded.
- 1.3 General terms and conditions of the customer shall only apply if expressly agreed in text form.

2. CONCLUSION OF CONTRACT, CONTRACTING PARTIES

- 2.1 The contracting parties are the hotel and the customer. The contract is concluded upon acceptance of the customer’s booking request by the hotel. In the case of bookings made via the hotel’s own website, the contract is concluded by clicking the “Book room” button.

3. SERVICES, PRICES, PAYMENT, SET-OFF

- 3.1 The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
- 3.2 The customer is obliged to pay the agreed or applicable prices of the hotel for the provision of rooms and for any additional services used. This also applies to services commissioned by the customer directly or via the hotel that are provided by third parties and advanced by the hotel.
- 3.3 The agreed prices include the statutory taxes and local charges applicable at the time of conclusion of the contract. Not included are local charges payable directly by the guest pursuant to local law, such as visitor’s tax.
- 3.4 In the event of changes to statutory VAT or the introduction, modification or abolition of local charges after conclusion of the contract, prices shall be adjusted accordingly. For contracts with consumers, this shall only apply if the period between conclusion of the contract and performance exceeds four months.
- 3.5 If payment by invoice has been agreed, payment shall be made within ten days of receipt of the invoice without deduction.

- 3.6 The hotel is entitled to require an appropriate advance payment or security deposit upon conclusion of the contract, for example in the form of a credit card guarantee. The amount and payment dates may be agreed in text form.
- 3.7 In justified cases, such as payment arrears or an extension of the scope of the contract, the hotel is entitled, even after conclusion of the contract and until the beginning of the stay, to demand an advance payment or security deposit or to increase the agreed advance payment or security deposit up to the full agreed remuneration.
- 3.8 The hotel is also entitled, at the beginning and during the stay, to demand an appropriate advance payment or security deposit for existing and future claims arising from the contract, insofar as such payment has not already been made.
- 3.9 The customer may only offset or set off claims that are undisputed or legally established.
- 3.10 The customer agrees that invoices may be transmitted electronically.

4. WITHDRAWAL / CANCELLATION BY THE CUSTOMER – NO SHOW

- 4.1 Withdrawal by the customer from the contract is only possible if an explicit right of withdrawal has been agreed or a statutory right exists.
- 4.2 If a deadline for free withdrawal has been agreed, the customer may withdraw from the contract up to that date without triggering payment or compensation claims by the hotel. The right expires if not exercised in text form by the agreed date.
- 4.3 If no right of withdrawal exists or has expired, the hotel retains its claim to remuneration despite non-utilization of the services. The hotel shall credit income from re-letting the rooms and saved expenses. If rooms are not re-let, the hotel may calculate saved expenses as a lump sum. The customer is obliged to pay 90% of the agreed price for overnight accommodation with or without breakfast and for package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer may prove that no or a lower claim has arisen.

Our cancellation policy:

Free of charge up to 30 days before arrival

50% of the total cost for cancellations up to 7 days before arrival (no-show)

80% of the total cost for cancellations from 6 days before arrival (no-show)

90% of the total cost for no-shows

5. WITHDRAWAL BY THE HOTEL

- 5.1 If agreed that the customer may withdraw free of charge within a certain period, the hotel may withdraw if other inquiries exist and the customer does not waive the right of withdrawal upon request.
- 5.2 If an agreed or requested advance payment or security deposit is not made after expiry of a reasonable grace period, the hotel may withdraw from the contract.
- 5.3 The hotel may also withdraw for objectively justified reasons, in particular if:
- force majeure or circumstances beyond the hotel's control make performance impossible.
 - rooms are booked using misleading or false information or by concealing material facts.

- the hotel has reasonable grounds to believe that the use of services jeopardizes operations, security or reputation.
- the purpose of the stay is unlawful.
- there is a breach of Clause 1.2.

5.4 A justified withdrawal does not give rise to claims for damages. Claims may be calculated as a lump sum in accordance with Clause 4.3.

6. ROOM PROVISION, HANDOVER AND RETURN

6.1 The customer does not acquire any entitlement to specific rooms unless expressly agreed.

6.2 Rooms shall be available from 2:00 p.m. on the day of arrival.

6.3 Rooms must be vacated by 10:00 a.m. on the day of departure. Late check-out may be charged at 50% until 6:00 p.m. and 90% thereafter.

7. HOTEL LIABILITY

7.1 The hotel is liable for damages resulting from injury to life, body or health and for other damages based on intentional or grossly negligent breach of duty.

7.2 The hotel is liable for items brought in by the customer in accordance with statutory provisions. Use of the safe is recommended.

7.3 No safekeeping agreement exists for parking spaces. Liability applies only pursuant to Clause 7.1.

7.4 Wake-up calls and messages are handled with due care.

8. FINAL PROVISIONS

8.1 Amendments and additions must be made in text form.

8.2 Place of jurisdiction shall be determined in accordance with statutory provisions.

8.3 German law shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

8.4 Guests are advised to take out travel cancellation insurance.