

General Terms and Conditions for Lodging at Altstadt HOTEL BräuWirt

I. Scope

1. The following General Terms and Conditions apply to all goods and services provided for guests that are associated with lodging and hospitality. These GTCs shall be displayed prominently in the hotel in full public view (particularly in the reception area) and also handed to the customer/guest separately on request.
2. The subletting or onward-letting of rooms or any untypical use thereof shall require prior written consent.
3. Any terms and conditions belonging to guests or customers shall only apply if this has been expressly agreed beforehand in writing.

II. Conclusion of the Contract, Parties, Liability, Statute of Limitations

1. The contract shall come into force upon the hotel's acceptance of the reservation inquiry from the customer/guest. The hotel shall be at liberty to confirm the room reservation in writing.
2. The contracting parties shall be the hotel and the guest. If a reservation has been made for the guest by a third party, the latter, together with the guest, shall be jointly and severally liable to the hotel for all obligations arising from the corresponding lodging/hospitality contract.
3. The hotel shall be liable for its obligations under the contract. Where services provided are not of a typical nature, liability shall be confined to intent and gross negligence.
4. Any claims by the guest shall become time-barred one year from knowledge of the claim.
5. This limitation of liability and the short period for asserting claims shall also apply to the benefit of the hotel in the event of the violation of obligations at the contract initiation stage and any positive contract violation. They shall not apply in cases as referred to in § 309 (7) BGB (German Civil Code).

III. Services, Prices, Payment, Set-off

1. The hotel is obliged to keep the rooms reserved by or for the guest available and to render the agreed services.
2. The guest is obliged to pay the applicable or agreed hotel prices for rooms provided and for any other services used. The same applies to the hotel's services and outlays to third parties because of the guest.
3. The agreed prices include value added tax at the applicable statutory rate. If the price generally charged by the hotel for such services increases, and four months have passed since the conclusion of the contract, the hotel may raise the contractually agreed price for the future to a reasonable extent but not by more than 15%.
4. The prices may also be adjusted by the hotel if the guest wishes to make subsequent changes to the number of rooms reserved, the hotel's services or the length of stay of the guests, and the hotel agrees to such changes.
5. Hotel invoices are payable immediately without deduction. The hotel is entitled to make accumulated receivables due and payable at any time. In the event that payment becomes overdue, the hotel shall be entitled to charge the statutory interest and/or terminate the contract.
6. The hotel reserves the right to claim compensation for other damage suffered as a result of the default.
7. The hotel is entitled to demand a reasonable advance payment or security deposit on conclusion of the contract or thereafter.
8. The guest may only set off or reduce a claim by the hotel with a claim that is undisputed or has *res judicata* effect.

IV. Withdrawal by the Customer (Cancellation)

1. In the event of withdrawal, the agreed price under the contract must be paid even if the guest does not use the contractual services.
2. This shall not apply in cases where the hotel delays in meeting its obligations or is unable to do so due to circumstances for which it is responsible.
3. If rooms are not used by the guest, income from renting them to other parties and any saved expenses must be credited against amounts owed by the guest.
4. If the guest simply fails to turn up, the customer shall be invoiced 80% of the price for the first night's lodging. This shall not apply if he cancels the room 24 hours prior to the indicated arrival time.
5. The guest shall be at liberty to demonstrate that no loss was incurred or that the loss incurred amounted to less than the lump sum demanded. Likewise, the hotel shall be at liberty to prove that the loss was greater.

V. Withdrawal by the Hotel

1. If and in so far as a right of withdrawal within a set period has been agreed in writing for the guest, the hotel for its part shall be entitled to withdraw from the contract during this period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of withdrawal upon inquiry by the hotel.
2. Similarly, if an agreed advance payment is not made on time, the hotel shall be entitled to withdraw from the contract without issuing a reminder.
3. The hotel is also entitled to effect an extraordinary withdrawal from the contract for a materially justified reason, for example if
 - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
 - rooms have been reserved on the basis of misleading or false information regarding material facts, e.g. the identity of the person or the purpose of the reservation;
 - the hotel has good cause to assume that use of the hotel's services might jeopardise the smooth running of the hotel without this being attributable to the hotel's sphere of control or organisation;
 - the guest did not explain to the hotel prior to the conclusion of the contract that the service conditions and/or the event, whether because of any associated political or religious aspect or for some other reason, may

- well provoke a public response and/or impair the hotel's interests;
 - reference is made to an event at the hotel in newspaper advertisements, other forms of advertising and publications, without the written consent of the hotel. In this case, the hotel shall also be entitled to cancel the event;
 - there is any violation of section I (2) of these General Terms and Conditions.
4. The customer cannot claim compensation in the event of a justified withdrawal from the contract by the hotel. Claims for compensation by the hotel shall be subject to statutory provisions.

VI. Room Availability, Provision and Return

1. The guest shall not acquire the right to be provided with a specific room unless such is promised expressly in writing.
2. Reserved rooms shall be available to the guest from 3 p.m. onwards on the agreed arrival date.
3. Rooms must be vacated and made available to the hotel by 11 a.m. on the agreed departure date. After that time, the hotel may charge 50% of the full accommodation price (list price) for additional use of the room up until 6 p.m., and 100% of the price after 6 p.m., to cover the resulting loss. The guest shall be at liberty to prove to the hotel that the loss incurred was lower.
4. A tacit extension of the reservation is prohibited. A delay in the guest's departure shall constitute an unlawful interference with possession. In so far as it is availing itself of the right of self-redress, the hotel shall be entitled to assume possession of the hotel room and to exercise a right of lien by placing belongings brought in to the hotel by the guest in temporary storage in a storeroom at the guest's expense and risk.

VII. Liability of the Hotel

1. Without prejudice to the obligatory liability pursuant to § 309 (7) BGB, in all other respects where services provided are not of a typical nature liability shall be confined to damage, loss, consequential loss or faults that are attributable to intent or gross negligence. The guest is obliged to do everything he reasonably can to help remedy the fault and minimise possible damage or loss.
2. Without prejudice to an obligatory liability pursuant to the above paragraph 1, the hotel shall be liable for property brought in to the hotel to a maximum sum of EUR 800.00 for cash, securities and other valuables. Cash and valuables may be stored in the hotel safe. Liability claims shall expire unless the guest notifies the hotel immediately after gaining knowledge of the loss, destruction or damage (§ 703 BGB).
3. In so far as a parking space is provided for the customer in the hotel garage, this shall not constitute a safekeeping agreement even if a fee is paid. Without prejudice to an obligatory liability pursuant to the above paragraph 1, the hotel shall not be liable for the loss of or damage to motor vehicles parked or manoeuvred on the hotel grounds, or for their contents. The same applies to the personal liability of performing agents of the hotel.
4. Wake-up calls are made by the hotel with the utmost care. Compensation claims are not permitted, except those for gross negligence or intent.
5. Messages, post and goods deliveries for guests are handled with care. The hotel shall deliver, hold and, on request and for a fee, forward such items. Compensation claims are not permitted, except those for gross negligence or intent.
6. Objections to telephone bills must be raised within a month of receipt.

VIII. Final Provisions

1. Amendments or additions to the contract, to the acceptance of applications or to these terms and conditions must be made in writing. Any change to the requirement for the written form must also be made in writing. Unilateral amendments or additions by the guest shall not be valid.
2. The place of performance and payment is the location of the hotel.
3. The exclusive place of jurisdiction is the location of the hotel. If a contracting party does not have a place of general jurisdiction within the country, the location of the hotel is expressly agreed as the venue.
4. German law applies.
5. Should individual provisions of these General Terms and Conditions be or become ineffective or void, this shall not affect the validity of the remaining provisions.



Altstadt HOTEL BräuWirt
Türlgasse 10-14
D-92637 Weiden i. d. OPf.
Tel. 00 49 (0)9 61 - 388 18 00
Fax 00 49 (0)9 61 - 388 18 099
E-mail info@altstadthotel-braeuwirt.de
Web www.altstadthotel-braeuwirt.de