

## **General Terms and Conditions for hotel accommodation contracts of Severin's Öschberghof GmbH**

Dear guest,

If you book accommodation or any other services described in more detail below with us, these General Terms and Conditions (T&Cs) shall form part of the contractual relationship between you (hereinafter referred to as "the Customer") and us, Severin's Öschberghof GmbH (hereinafter referred to as "the Hotel").

Please therefore read these terms and conditions through carefully.

### **Section 1: Scope of application**

- (1) These T&Cs shall apply for all contracts concluded between the Hotel and the Customer for the provision of all services associated with accommodation, hospitality, hotel and hotel room contracts, in particular the provision or letting of hotel rooms for accommodation purposes (hereinafter collectively referred to as the "Hotel Accommodation Contract").
- (2) The Hotel's T&Cs shall apply exclusively. Any deviating, conflicting or supplementary T&Cs of the Customer shall form part of the contract only if and to the extent that the Hotel has expressly consented to their applicability. This requirement for express consent shall apply in all cases, including if the Hotel provides the agreed services without reservation despite being aware of the Customer's T&Cs.

### **Section 2: Conclusion of the contract, hotel services**

- (1) A contract between the Hotel and the Customer is only concluded once the Hotel accepts the Customer's request to conclude a Hotel Accommodation Contract. The Hotel's acceptance of the request does not require a specific form, but the request is generally accepted in text form by means of a booking confirmation. In the case of bookings made via the Hotel's own website, the contract is concluded when the Customer clicks the "*ZAHLUNGSPFLICHTIG BUCHEN*" (Book now and pay) button.
- (2) The contracting parties are the Hotel and the Customer. Should a third party make the booking on behalf of the Customer, said third party as the person making the booking shall be jointly and severally liable together with the Customer to the Hotel for all obligations arising from the contract, provided that the Hotel has received a corresponding declaration from the third party. Irrespective of this, any person making a booking is obliged to forward all information relevant to the booking, in particular these T&Cs, to the Customer.
- (3) Non-binding reservations of hotel rooms or other services are only possible in the scope of express agreements concluded between the Hotel and the Customer in text form or in writing. Should the Customer wish to convert a non-binding reservation into a binding booking, conclusion of a corresponding Hotel Accommodation Contract in accordance with the provisions above in Section 2 (1) of these T&Cs requires renewed acceptance of the request by the Hotel.
- (4) The Hotel is obliged to make the hotel rooms booked in accordance with Section 2 (1) above

available to the Customer and, insofar as agreed, to provide any additional services. Information contained in brochures, on the Hotel's website and in other descriptions of services or the property, including in particular any published on online platforms or in local or hotel guides, shall form part of the contract only to the extent that its content has been expressly agreed between the Hotel and the Customer.

(5) The Customer is entitled only to the provision of a hotel room in the booked room category; there is no entitlement to the provision of specific rooms, unless this has been expressly agreed.

(6) The subletting or transfer to third parties of the rooms, areas or other exhibition spaces made available as well as the holding of interviews, sales events or similar functions or the public invitation to such events requires the Hotel's prior consent in text form. Section 540 (1) Sentence 2 of the German Civil Code (BGB) shall not apply, provided that the Customer is not a consumer.

(7) Accommodation of animals of any species is only permitted if this has been expressly agreed in text form or writing. In the case of such an agreement, the Customer is obliged to provide truthful information regarding the species and size of the animal. Should the Hotel allow an animal to be brought onto the premises, this shall be subject to the condition that the animal remains under the guest's supervision at all times, is free from disease and poses no risk to other hotel guests or the hotel staff. In such cases, the Hotel is entitled to demand appropriate proof that the animal is free from disease.

### **Section 3: Prices, payment, conditions**

(1) The Customer is obliged to pay the agreed prices for the Hotel's services, in particular for the booked hotel rooms, as well as for any third-party services commissioned by the Customer either directly or via the Hotel and for which the Hotel has advanced the costs incurred. The same shall apply to charges for services where consumption-based billing is specified in the booking confirmation or agreed separately (e.g., use of the telephone, internet, etc.) or where optional and/or additional services are indicated as subject to a charge by means of appropriate notices, in particular price lists.

(2) The agreed prices include all taxes (in particular value-added tax (VAT)) and other charges applicable at the time the contract is concluded. They do not include charges which are payable by the Customer themselves pursuant to the respective local laws, e.g., visitor's tax. The Hotel is entitled to adjust the agreed prices, insofar as such an adjustment is based on changes to the statutory value-added tax following the conclusion of the contract or the introduction, adjustment or abolition of local charges applied to the service provided. Insofar as the Customer is a consumer in the sense of Section 13 of the BGB, the Hotel is only permitted to adjust the prices if the period between conclusion and performance of the contract exceeds 6 months, and only by a maximum of 5% upwards. The Hotel may also adjust the prices if the Customer subsequently wishes to make changes to the number of rooms booked, the service provided by the Hotel or the duration of the Customer's stay and the Hotel consents to such changes.

(3) The Hotel's invoices are due and payable immediately upon receipt without deductions. The Customer agrees that the invoice may be sent to them electronically. In the event of payment default, the Hotel is entitled to charge consumers default interest at the rate of 5 percentage points above the current basic rate of interest. In business transactions, the late payment interest rate is 9 percentage

points above the current basic rate of interest. The Hotel reserves the right to claim higher damages. The Hotel may charge a reminder fee of €5.00 for each reminder sent after payment has fallen into default.

(4) The Customer may only offset claims by the Hotel with undisputed or legally established claims.

(5) The Hotel reserves the right to require an appropriate advance payment or other security upon conclusion of the contract. The amount of the advance payment and its due date are subject to the corresponding contractual agreements established in text form. Following conclusion of the contract, the Hotel is entitled in justified cases to require an advance payment or other security in accordance with the above provisions up until the start of the Customer's stay, in particular if the Customer falls into default on payment or if the agreed services are extended. The same shall apply for the increase of an already effected advance payment or other security up to the amount of the full price payable. In addition, the Hotel is also entitled during the Customer's stay to require an advance payment or other security for existing or future claims arising from the contractual relationship, insofar as this has not already occurred in accordance with the above provisions.

#### **Section 4: Cancellation, withdrawal of the customer or hotel, failure to arrive (no show)**

(1) The Customer shall only have a contractual right of withdrawal if such a right has been expressly agreed in the contract or as evidenced by the content of the booking confirmation in writing or in text form. In all other cases, the Customer's right of withdrawal is governed by the statutory provisions.

(2) Insofar as the Customer has no right of withdrawal established by the contract and/or law or if the right of withdrawal was not exercised in due time by the Customer, the Hotel shall be entitled to payment of the agreed prices or compensation, even if the Customer does not make use of the agreed services. The Hotel must offset any income it earns from using the booked service in any other way, in particular by letting the hotel room to other guests, as well as any expenses it saves as a result. Should it not be possible to let the hotel rooms booked by the Customer to other guests, the Customer is obliged, on the basis of a flat-rate calculation of the expenses saved, to pay at least 90% of the contractually agreed price for accommodation without breakfast and, in the case of package deals where services provided by third parties have been agreed, 80% for bookings of accommodation with breakfast. Furthermore, the Customer is obliged to pay 70% of the agreed price for half-board and 60% for full board. The Customer reserves the right to prove that the Hotel has incurred no loss or only a lesser loss.

(3) In the case of bookings of multiple rooms by groups, i.e., a booking of 5 or more hotel rooms, the following regulations shall apply, unless otherwise agreed in text form or writing:

- Up to 6 months before the booked arrival date, 100% of the booked room units can be cancelled free of charge.
- Up to 3 months before the booked arrival date, 50% of the booked room units can be cancelled free of charge.
- Up to 6 weeks before the booked arrival date, 10% of the booked room units can be cancelled free of charge.

For any circumstances not covered by the above cancellation option, the provisions from Section 4 (2)

shall apply accordingly.

(4) Insofar as the Customer has been granted the right by contractual agreement to withdraw from the contract free of charge within a specified period, the Hotel is entitled, provided there are enquiries from other customers regarding the rooms booked under the contract, to request, setting a reasonable deadline, that the Customer confirm whether they waive their right to withdraw from the contract free of charge. If the Customer confirms that they waive right to withdraw from the contract free of charge, their booking becomes binding and the Hotel cannot withdraw from the contract on the basis of this provision. If the Customer does not waive their right, be that expressly or implicitly by allowing the set deadline to elapse, the Hotel may withdraw from the contract during the period in which the Customer would also be entitled to withdraw free of charge.

(5) The Hotel is also entitled to withdraw from the contract if an agreed or required advance payment or security in accordance with Section 3 (5) is not effected by the Customer, even after a further reasonable deadline has been set.

(6) Furthermore, the Hotel reserves the right to withdraw from the contract for good cause, in particular in the event that:

- force majeure or other circumstances beyond the Hotel's control arise which render fulfilment of the contract impossible;
- the purpose, nature or occasion of the stay contravenes applicable legal provisions;
- the booked rooms are used by a guest other than the Customer named in the booking or the travelling companions named by the Customer without the Hotel having been informed accordingly, in particular in the event of subletting or, in the case of commercially active customers, the transfer of accommodation quotas without the Hotel having granted its prior consent;
- hotel rooms are booked by providing misleading or incorrect information or by concealing material facts. In particular, the identity of the Customer and their ability to pay as well as the purpose of their stay are material facts for the Hotel;
- the Hotel has reasonable grounds to believe that the use of the booked services could endanger the smooth operation of the business, the security of the Hotel or the Hotel's public reputation, provided that the cause cannot be attributed to the Hotel's own sphere of control or organisation;
- the Hotel becomes aware of circumstances indicating that the Customer's financial circumstances have deteriorated significantly since the conclusion of the contract, in particular if the Customer fails to settle the Hotel's due claims or does not provide sufficient security, and the Hotel's claims for payment therefore appear to be at risk;
- the Customer has filed an application to open insolvency proceedings over their assets, has submitted a statutory declaration of assets under Section 807 of the German Code of Civil Procedure (ZPO), has initiated an out-of-court debt settlement procedure or has suspended payments or if insolvency proceedings are opened against the Customer's assets or the opening of such proceedings is refused due to insufficient assets or for other reasons; or
- the Customer breaches essential contractual obligations, despite having received a formal

warning from the Hotel.

- (7) In the event of justified withdrawal from the contract by the Hotel, the Hotel must inform the Customer immediately that the service is unavailable and refund any payments already effected by the Customer without delay. In such cases, the Customer shall have no claim for damages.

#### **Section 5: Provision, handover and return of hotel rooms**

- (1) Booked rooms are available to the Customer from 4:00 p.m. on the agreed arrival date. The Customer is not entitled to have the rooms provided earlier, unless expressly agreed. The Customer must check in to the booked hotel rooms no later than 6:00 p.m. on the agreed arrival date. Insofar as a later arrival time has not been expressly agreed, the Hotel has the right to allocate booked hotel rooms to other guests after 6:00 p.m. without the Customer having the right to assert a claim for compensation from this. In such cases, the Hotel has a right to withdraw from the contract.
- (2) The Customer is obliged to vacate the rooms by 12:00 p.m. at the latest on the agreed departure date. Should the room be vacated later, the Hotel is entitled to charge 50% of the list price for unauthorised continued use up until 6:00 p.m. or 90% of the list price for unauthorised continued use after 6:00 p.m. In this case, the Customer acquires no contractual rights to services provided by the Hotel. The Customer reserves the right to prove that the Hotel is entitled to no payment or to a substantially lower amount.

#### **Section 6: Liability of the hotel**

- (1) The Customer's claims for damages are excluded. This shall not apply to claims for damages by the Customer arising from injury to life, limb or health or from the Hotel's breach of material contractual obligations (obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contracting party regularly relies and is entitled to rely) as well as liability for other damages resulting from a wilful or grossly negligent breach of duty by the Hotel, its legal representatives or its vicarious agents.
- (2) In the event of merely negligent breach of essential contractual obligations, the Hotel's liability shall be limited to the foreseeable damage that is typical for the type of contract, unless the claims for damages by the Customer arise from injury to life, limb or health.
- (3) The limitations established in Para. (1) and (2) above also apply in the interest of the Hotel's legal representatives and vicarious agents where claims are asserted against them directly.
- (4) For any other damage, the Hotel's liability shall additionally be limited to a maximum amount of €5,000,000.00 for damage to property and to a maximum amount of €100,000.00 for any financial loss for each individual claim individually and the aggregate for all claims arising from and in connection with the contractual services. The limitation of liability and the exclusion of liability shall not apply if the other damage is the result of a wilful or grossly negligent breach of duty by the Hotel, its legal representatives or its managerial staff.
- (5) Should any faults or defects arise in the services provided by the Hotel, the Customer is obliged to notify the Hotel without delay, unless the Hotel is already aware of the matter, so that the Hotel can remedy the situation. The Customer shall, to the extent that can be reasonably expected of them,

contribute to rectifying the fault or defect and minimising any potential damage. Should the Customer culpably fail to notify the Hotel of a defect, they shall not be entitled to a reduction of the contractually agreed payment.

(6) The Hotel is not liable for service faults related to services that are expressly and/or clearly offered to the Customer as third-party services that the Hotel merely arranges (e.g., sporting events, theatre visits, exhibitions, etc.). This shall also apply if the third-party services are arranged at the same time as the hotel room or other services offered by the Hotel are booked, unless the arrangement is made through a linked online booking process as per Section 651c of the BGB.

(7) For property brought into the hotel, the Hotel is liable according to the statutory provisions, i.e., up to one hundred times the accommodation price, however no more than €3,500.00. For valuables (cash, jewellery, etc.), this liability is limited to €800.00. Money and valuables which are stored in the hotel safe are insured up to a maximum value of €10,000.00. The Hotel recommends that guests avail themselves of this possibility. Liability claims expire if the Customer does not notify the Hotel immediately upon discovering the loss, destruction or damage. If the Customer wishes to bring in money, securities or valuables with a value of more than €800.00 or other items with a value of more than €3,500.00, a separate safekeeping contract with the Hotel is required.

(8) If the Customer is provided with a parking space in the hotel garage or on a hotel car park, even if a fee is charged, this does not constitute a safekeeping contract. The Hotel has no obligation to supervise or monitor vehicles. In the event of the theft of or damage to motor vehicles parked or moved on the hotel premises or to their contents, the Hotel shall not be liable unless the Hotel, its legal representatives or its vicarious agents are responsible for the damage through wilful intent or gross negligence. In this case, the claim for damages must be asserted against the Hotel upon leaving the hotel premises at the latest.

(9) The Hotel is not liable for damage for which other guests or third-parties are solely responsible.

(10) The Hotel provides wake-up calls with the utmost care. Claims for damages, except in the event of gross negligence or wilful intent, are excluded.

(11) Messages, post and deliveries of goods for the Customer and/or event participants are handled with care. The Hotel will deliver, store and – upon request – forward such items for a fee. Claims for damages, except in the event of gross negligence or wilful intent, are excluded.

(12) Items left behind by the Customer will be forwarded at the request, risk and expense of the Customer. After storing the aforementioned items for three months maximum, the Hotel is entitled to transfer them to the local lost property office, applying a suitable fee.

(13) The Customer's claims for damages are barred by limitation after two years from the time the Customer becomes aware of the damage at the latest or after three years from the time of the damaging event at the latest, regardless of any knowledge. This shall not apply in the case of liability for damage resulting from injury to life, limb or health as well as any other damage caused by a wilful and grossly negligent breach of duty on the part of the Hotel or one of its legal representatives or vicarious agents.

## **Section 7: Final provisions**

- (1) Any amendments or supplements to this contract, the request acceptance or these General Terms and Conditions for Hotel Accommodation Contracts must be in text form. Unilateral amendments or supplements by the Customer are invalid.
- (2) The place of performance and payment shall be the registered office of the Hotel.
- (3) The exclusive place of jurisdiction – including for disputes over cheques and bills of exchange – in commercial transactions shall be the registered office of the Hotel or, at the Hotel's discretion, Bremen. If a contractual partner does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the Hotel. However, the Hotel shall be entitled to bring claims and initiate other legal proceedings at the Customer's general place of jurisdiction.
- (4) The laws of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-laws provisions shall be excluded.
- (5) The Hotel is neither obliged nor willing to participate in dispute resolution proceedings before consumer dispute resolution bodies
- (6) Personal data are collected in accordance with our General Privacy Policy (<https://www.oeschberghof.com/en/general-privacy-policy>) for performance of the Hotel Accommodation Contract.
- (7) Should individual provisions of these General Terms and Conditions for Hotel Accommodation Contracts be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. In all other respects, the statutory provisions shall apply.

### **Severin's Öschberghof GmbH**

Golfplatz 1, 78166 Donaueschingen, Germany

Tel.: +49 (0)771 84-0

Fax: +49 (0)771 84- 600

E-mail: [info@severins-oeschberghof.com](mailto:info@severins-oeschberghof.com)