

# General Business Terms and Conditions for Hotel Accommodation Contracts

## Foreword

The following document comprises the General Business Terms and Conditions for Hotel Accommodation Contracts for MOA & Heidegrund Betriebs GmbH & Co. KG. By way of simplification and on behalf of MOA & Heidegrund Betriebs GmbH & Co. KG is referred to as "Hotel".

## I. Scope

1. these terms and conditions apply to contracts for the rental of hotel rooms for accommodation, as well as all other services provided for the customer Services and supplies of the hotel (hereinafter referred to as "Hotel").
2. the subletting or re-letting of the rooms provided and their use for other than accommodation purposes require the prior written consent of the hotels, whereby § 540 paragraph 1 sentence 2 BGB is waived, unless the customer is a consumer.
3. the customer's terms and conditions of business shall only apply if this has been expressly agreed upon beforehand has been agreed in writing.

## II. Conclusion of contract, -partner; limitation period

1. the contract is concluded when the hotel accepts the customer's application. The hotel is free to confirm the room reservation in writing. The contracting parties are the hotel and the customer. If a third party has ordered for the customer, he is liable to the hotel together with the customer as joint debtor for all Obligations from the hotel accommodation contract, insofar as the hotel has received a corresponding declaration of the third party.
2. all claims against the hotel are generally subject to a limitation period of one year from the beginning of the statutory period of limitation. Claims for damages shall become statute-barred regardless of knowledge in five years. The shortening of the limitation period does not apply to claims based on a intentional or grossly negligent breach of duty by the hotel.

## III. Services, prices, payment, offsetting

1. the hotel is obliged to keep the rooms booked by the customer ready and to provide the agreed services.
2. the customer is obliged to pay the costs for the room rental and the services agreed or valid prices of the hotel for further services taken up or pay. This shall also apply to services and expenses of the hotel arranged by the customer to Third. The agreed prices include the respective statutory value added tax.
3. the hotel can give its consent to a subsequent increase in the price of the Reduction of the number of booked rooms, the service of the hotel or make the length of stay of the customer dependent on the fact that the price for the rooms and/or for the other services of the hotel.
4. hotel invoices without a due date are payable within 10 days of receipt of the Invoice payable without deduction. The hotel may at any time request the customer to demand payment of outstanding debts... The hotel shall be entitled in the event of default of payment, Interest in the amount of 8% or, in the case of legal transactions in which a consumer is involved, 5% above the base interest rate. The hotel reserves the right to prove higher damages.
5. the hotel is entitled, upon conclusion of the contract, to demand from the customer a reasonable to demand advance payment or security. The amount of the advance payment and the Payment dates can be agreed in writing in the contract. For advance payments or securities for package tours remain the legal requirements untouched.
6. in justified cases, e.g. if the customer is in arrears with payment, the hotel is entitled also after conclusion of the contract until the beginning of the customer's stay a Advance payment or security deposit as defined in No. 6 above or an increase of the advance payment or security agreed in the contract until the full to demand the agreed remuneration.
7. the hotel is furthermore entitled to demand payment at the beginning and during the customer's stay of an appropriate advance payment or security deposit within the meaning of the above No. 7 for existing and future claims arising from the contract, insofar as a has not already been paid in accordance with points 6. or 7. above.
8. the customer can only be held liable with an undisputed or legally binding claim against a offset, reduce or exercise a right of retention against the hotel's claims.

## IV. Withdrawal of the customer (i.e. cancellation, rescission)/ non-utilisation of the Services of the hotel (No Show)

1. a withdrawal of the customer from the contract concluded with the hotel requires the written consent of the hotel. If this is not given, the agreed price shall be calculated from the contract, even if the customer does not provide contractual services in ...is taking advantage of it. In this case, the corresponding invoice with value added tax is issued. If a written consent to the withdrawal of the customer from the hotel under the condition that the customer is responsible for the unused the room taken, the corresponding invoice will be sent to the hotel. without showing sales tax. This applies subject to a change in the administrative instructions from the tax authorities.  
The provisions of the preceding paragraph shall not apply in the event of breach of the obligation of the hotel to take into account the rights, legal assets and interests of the customer, if to adhere to the contract as a result of this, or any other legal or contractual right of withdrawal.
2. insofar as the hotel and the customer agree on a date for rescission of the contract agreed in writing, the customer may withdraw from the contract until then without to trigger payment or compensation claims by the hotel. The right of withdrawal of the customer expires if he does not exercise his right to withdraw from the contract by the agreed in writing to the hotel, unless a case of withdrawal according to clause IV. Item 1, sentence 6 is present.
3. in the case of rooms not used by the customer, the hotel shall pay the from other letting of the rooms and the saved expenses to be credited. If the rooms are not rented out to others, the hotel may contractually agreed remuneration and deduct the deduction for saved expenses of the Package hotel deals. In this case, the customer is obliged to pay at least 90% of contractually agreed price for overnight stay with or without breakfast, 70% for Half board and 60% for full board arrangements to be paid. The customer is entitled to the proof that the above-

mentioned claim is not satisfied or not satisfied in the required amount was created.

## V. Withdrawal of the hotel

1. if it has been agreed in writing that the customer shall within a certain period from the contract free of charge, the hotel is entitled to withdraw from the contract entitled to withdraw from the contract if inquiries from other customers regarding the contractually booked rooms are available and the customer, upon inquiry of the hotel, is right to withdraw from the contract.
2. if an agreed or above in accordance with point III, points 6 and/or 7 prepayment or security deposit, the hotel is also liable to the payment withdrawal from the contract.
3. furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons to resign extraordinarily, for example if - force majeure or other circumstances for which the hotel is not responsible the fulfillment of the contract impossible;
  - a. room under misleading or false declaration of material facts, e.g. in the person of the customer or the purpose of his stay, be booked;
  - b. the hotel has reasonable grounds to believe that the use of the
2. the smooth running of business, the security or the reputation of the hotel hotels in public, without this endangering the sovereign or the owner of the organisational area of the hotel.
  - a. a breach of the above I. Item 2 above.
4. the hotel's justified withdrawal from the contract does not entitle the customer to damages.

## VI. Room provision, handover and return

1. the customer does not acquire a claim to the provision of specific rooms.
2. booked rooms are available to the customer from 15.00 o'clock on the agreed day of arrival Decree. The customer has no claim to earlier provision.
3. on the agreed day of departure, the rooms shall be vacated by 12.00 noon at the latest to make available. Thereafter, the hotel may charge EUR 30 for the late vacating of the room until 3 p.m. and the full accommodation price (list price) for the day afterwards. Contractual Claims of the customer are not justified by this. He shall be free to provide evidence, that the hotel has no or a significantly lower claim to a usage fee was created.

## VII Liability of the hotel

1. the hotel is liable for its obligations with the diligence of a prudent businessman from the contract. Claims of the customer for damages are excluded. Excluded from this are damages resulting from injury to life, body or health. health, if the hotel is responsible for the breach of duty, and other Damage caused by an intentional or grossly negligent breach of duty by the hotel based. A breach of duty on the part of the hotel is subject to that of a legal representative or vicarious agents. Should disruptions or defects in the services of the hotel the hotel will make every effort to remedy the situation as soon as it becomes aware of it or if the customer ..is to provide remedial action. The customer is obliged to contribute what is reasonable for him to eliminate the fault and keep possible damage to a minimum.
2. the hotel shall be liable to the customer for items brought in in accordance with the statutory provisions, which is up to one hundred times the room price, but not exceeding € 3,500, and for money, securities and valuables up to € 800. money, securities and Valuables can be stored up to a maximum value of € 7,500,- in the hotel or room safe be kept. The hotel recommends making use of this option.
3. if the customer has a parking space in the hotel garage or in a hotel parking lot, even against payment, this does not constitute a contract of safe custody, and the is achieved. In the event of loss or damage to any items parked on the hotel premises or shunted motor vehicles and their contents, the hotel is not liable, except in the case of intent or gross negligence. This also applies to the hotel's vicarious agents. The above Item 1 sentences 2 to 4 shall apply accordingly.
4. wake-up orders are carried out by the hotel with the greatest care. Messages, mail and Consignments of goods for guests are handled with care. The hotel takes over the Delivery, storage and - if desired - forwarding of the same for a fee. The above number 1 sentences 2 to 4 apply accordingly.

## VIII. Final provisions

1. amendments or additions to the contract, the acceptance of the application or this
1. Terms and conditions for hotel accommodation should be in writing. Unilateral Changes or additions by the customer are invalid.
2. place of performance and payment is the registered office of the respective hotel.
3. 3 Exclusive place of jurisdiction - also for disputes concerning cheques and bills of exchange - is in commercial traffic Munich. If a contractual partner fulfils the requirements of § 38 paragraph 2 of the ZPO and has no general place of jurisdiction in Germany, shall be deemed
4. Place of jurisdiction is the registered office of the hotel.
5. 4 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and excluded.
6. should individual provisions of these general terms and conditions be invalid or be or become void, the effectiveness of the remaining provisions shall not be affected by this touched. The same applies in the event of an unintentional loophole. In all other respects the legal regulations.