

I. Field of Application

1. These general terms and conditions shall apply to all contracts concerning the lease of hotel rooms for lodging, and to any further services and deliveries performed by the hotel (referred to hereinafter as the 'Hotel') for the customer (referred to hereinafter as the 'Customer'). Subleasing the rooms or using them for purposes other than those of lodging, is permitted solely after prior written consent by the Hotel, wherein § 540.1 sentence 2 of the German Civil Code (BGB) is waived insofar as the Customer is not a consumer.
2. General terms and conditions of the Customer apply solely if this is expressly agreed beforehand in written form.

II. Conclusion, Parties and Limitation of Contract

1. A contract becomes effective by the Hotel's acceptance of the Customer's application. A booking confirmation in writing is optional on the part of the Hotel.
2. The Hotel and the Customer are the sole parties of the contract. If a third party makes the booking on behalf of the Customer, then both the third party and the Customer are joint debtors for any obligations arising from the lodging contract if a corresponding statement from the third party is submitted to the Hotel.
3. Any claims against the Hotel shall be limited to one year after the commencement of the knowledge-dependent regular period of limitations in terms of § 199.1 BGB. Damage claims shall be limited to five years, independent of knowledge. Reductions of limitation periods shall not apply to claims based on intentional or grossly negligent breaches of duty by the Hotel.

III. Services, Prices, Payment, Set-Off

1. The Hotel undertakes to keep the booked rooms ready and to perform the services agreed in the contract.
2. The Customer undertakes to pay for the rooms provided and for further services rendered by the Hotel the applicable or agreed sums. This also applies to services and reimbursements by the Hotel to third parties instigated by the Customer.
3. The agreed prices include the currently applicable VAT.
4. Prices for lodging and other services are principally calculated on a day-by-day basis, i. e. the prices are established at the date of request/booking for the desired period of time. The prices are generally based on the Hotel's price list valid at the time. In case of a change of reservations and/or other services, the prices valid for the new lodging period apply in each case. Changes of regular reservations are cost-free up to 8 days before arrival, changes of reservations for small groups (10 to 19 persons) are cost-free for the whole contingent up to 2 weeks before arrival and changes of reservations for groups (from 20 persons onwards) are cost-free for the whole contingent up to 6 weeks before arrival. After the dates mentioned, the original reservation will be taken as cancelled and the Hotel has the right to charge the following amounts in dependence of the booked services: 90 % of the price for bed & breakfast, 70% of the price for half board, and 60% of the price for full board.
5. Invoices from the Hotel without maturity dates are due in full within 10 days of receipt. The Hotel is entitled at any time to make accumulated receivables due and to demand payment without undue delay. In case of delay, the Hotel is entitled to demand interest in the amount of currently 8 per cent or, with legal transactions involving a consumer, in the amount of 5 per cent above the base rate. The Hotel reserves the right to claim higher damages.
6. Under consideration of the statutory provisions for package tours, the Hotel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and the payment dates may be agreed in writing in the contract.
7. The Customer may set-off or reduce a claim by the Hotel solely with an undisputed or legally valid claim.

IV. Cancellation of the Contract by the Customer / Non-utilisation of the Hotel's Services

1. A cancellation by the Customer of the contract concluded with the Hotel must have written form and is to be confirmed in writing by the Hotel.

**General Terms and Conditions for Hotel Accommodation at the Hotel Wilder Mann
Gross Hotelbetriebe GmbH & Co KG**

2. Cancellations of regular reservations are cost-free up to 8 days before arrival. After this date, the Hotel will charge the following amounts in dependence of the booked services: 90 % of the price for bed & breakfast, 70% of the price for half board, and 60% of the price for full board.
3. Cancellations of reservations for small groups (10 to 19 persons) are cost-free for the whole contingent up to 2 weeks before arrival. After this date, the Hotel will charge the following amounts in dependence of the booked services: 90 % of the price for bed & breakfast, 70% of the price for half board, and 60% of the price for full board.
4. Cancellations of reservations for groups (from 20 persons onwards) are cost-free for the whole contingent up to 6 weeks before arrival. After this date, the Hotel will charge the following amounts in dependence of the booked services: 90 % of the price for bed & breakfast, 70% of the price for half board, and 60% of the price for full board.
5. The Hotel is obliged in good faith to lease non-utilised rooms otherwise in order to avoid losses. In case of rooms not used by the Customer, the Hotel has to set off the turnover from ulterior lease against the cancellation fees in terms of IV.2. or IV.3. or IV.4. for these rooms.

V. Cancellation of the Contract by the Hotel

1. Insofar as a right of cancellation within a set period was contractually arranged for the Customer, the Hotel itself is entitled to cancel the contract within the set period if requests from other customers for the contractually reserved rooms exist, and the Customer, on request by the Hotel, does not waive his right of cancellation.
2. If the Customer fails to make an advance payment which was agreed or requested in terms of III.6, the Hotel is entitled to cancel the contract.
3. Furthermore, the Hotel is entitled to cancel the contract for just cause, e. g. if:
 - force majeure or other circumstances for which the Hotel is not responsible, make fulfilment of the contract impossible;
 - rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose;
 - the Hotel has justified cause to believe that the use of the Hotel's services might jeopardize the trouble-free operation of the Hotel, its security or public reputation, without this being attributable to the Hotel's sphere of control or organization;
 - there is a breach of paragraph I.2.
4. In cases of cancellation of the contract by the Hotel for just cause, the Customer is not entitled to any compensation.

VI. Room Availability, Delivery and Return

1. The customer does not acquire the right to be provided specific rooms.
2. Reserved rooms are available to the customer from 2:00 p.m. on the agreed arrival date. The customer does not have the right to demand earlier availability. Arrival shall on principle be no later than 6:00 pm on the agreed date, unless a later time of arrival is arranged with the Hotel in writing, otherwise the Hotel is entitled to let the reserved room to another customer.
3. Rooms must be vacated and made available to the Hotel no later than 11:00 a.m. on the agreed date of departure. In case of delayed vacation of the room, the Hotel is entitled to charge for usage exceeding the contractual time 90% of the list price for bed & breakfast. Contractual claims on the part of the Customer are not justified by this stipulation. The Customer is at liberty to prove that the Hotel incurred no claims or considerably lower claims for usage fees.

VII. Liability of the Hotel

1. The Hotel is liable for its obligations arising from the contract with the diligence of a prudent businessman. Claims for damages on the part of the customer are excluded except for such damages which result from injury to life, body or health, if the Hotel is responsible for the breach of duty, and other damages which are caused through intentional or grossly negligent breach of duty by the Hotel. A breach of duty by the Hotel is deemed equivalent to such by a statutory representative or servant. Should disruptions or defects in the performances of the Hotel occur, the Hotel shall, upon knowledge thereof or upon objection by the Customer, find a remedy without undue delay. The Customer undertakes to contribute reasonable actions to eliminate the disruption and to keep any possible damage at a minimum.

2. The Hotel is liable to the Customer for property brought to the Hotel in accordance with the statutory provisions, i.e. up to one hundred times the room rate, not exceeding € 10,000 per room and day. For valuables delivered to the Hotel by restaurant customers for safekeeping, the Hotel is liable to the Customer in accordance with the statutory provisions, not exceeding € 5,000 per restaurant customer and day. Cash, securities and valuables up to a maximum value of € 10,000 may be stored in the Hotel safe. Any liability claims are forfeited if the Customer fails to inform the Hotel immediately after his gaining knowledge of loss, destruction or damage (§ 703 BGB). For any further liability of the Hotel, the above paragraph VII.1 sentences 2 to 4 apply accordingly.
3. Insofar as a parking space is provided for the Customer, also against a fee, in the hotel garage or on a hotel car park, this does not constitute a safekeeping agreement. The Hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the Hotel's property, nor the contents thereof, except in cases of intent or gross negligence. This also applies to servants of the Hotel. The above paragraph VII.1 sentences 2 to 4 apply accordingly.
4. Wake-up calls are carried out by the Hotel with the greatest possible diligence. Messages, mail, and merchandise deliveries for guests are handled with care. The Hotel will deliver, keep and, if requested, for a fee also forward such items. The above paragraph VII.1 sentences 2 to 4 apply accordingly.

VIII. Final Provisions

1. Amendments and supplements to the contract, to the acceptance of applications or to the General Terms and Conditions for Hotel Accommodation shall 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's registered office.
3. The exclusive jurisdiction for commercial transactions – also for disputes over checks and bills of exchange – is Annaberg-Buchholz. Insofar as a contracting party fulfils the requirements of § 38.2 of the German Code of Civil Procedure and does not have a general venue within the country, the courts at the location of the Hotel's registered office shall have jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.