

General Terms and Conditions for Hotel Accommodation at Sporthotel & Resort Grafenwald - Daun / Vulkaneifel

I. Area of application, privacy policy

1. These Terms and Conditions apply to all contracts concluded between the hotelier and the customer for the provision of hotel rooms at the Sporthotel & Resort Grafenwald for accommodation as well as to all other services and deliveries connected therewith (hereinafter uniformly referred to as "services") to the extent that they do not fall within the scope of §§ 651a ff. BGB (German Civil Code).
2. The subletting of accommodation or their use for purposes other than accommodation requires the prior written consent of the hotel, waiving § 540 (1) clause 2 BGB.
3. The Terms and Conditions of the customer will only be applicable if this has previously been expressly agreed in writing.
4. Customers in the sense of these Terms and Conditions are both consumers and entrepreneurs in the sense of §§ 13, 14 BGB. The hotelier is Ferienpark Daun GmbH & Co.KG Vulkaneifel (hereinafter also referred to as the "Hotel").
5. Please note our information on data protection in our data protection declaration, which is attached to these General Terms and Conditions at the end or under the following link
<https://www.sporthotel-grafenwald.de/footer-menu/allgemein/datenschutz.html> on the Internet.

II. Conclusion of contract, statute of limitations

1. The contract comes into effect upon acceptance of the customer's booking request by the hotel. If the hotel makes a binding offer to the customer, the contract is concluded by acceptance of this offer by the customer. In both cases, the hotel is free to confirm the contractual agreement in writing.
2. If the customer is not the guest spending the night, the customer is nevertheless jointly and severally liable for all claims of the hotel against the guest, even if the guest has used or commissioned services without knowledge of the customer or has violated any contractually agreed rules and regulations. If a commercial agent or organiser is engaged by the customer, the above shall apply accordingly to claims of the hotel against the agent or organiser.
3. All claims of the customer or the third party against the hotel shall be forfeited after one year or less, as provided by law.
4. Claims for damages against the hotel are forfeited after five years, regardless of any existing knowledge of the same. This reduction in the time of the statute of limitations shall not apply to claims based on an intentional or grossly negligent breach of duty on the part of the hotel as well as to bodily injury and damage to health attributable to the hotel or to loss of life attributable to the hotel.

III. Services, prices, payments, offsetting

1. The hotel is obliged to reserve the rooms booked by the customer and to provide the agreed services.
2. The customer is obliged to pay the agreed price of the hotel or the hotel's usual price for the provision of rooms and for all other services used. This also applies to services provided by the hotel to third parties.
3. The agreed prices include any applicable value added tax. If the period between conclusion of the contract and the event exceeds 4 months and if the price generally charged by the hotel for such services changes, the contractually agreed price will be adjusted, but by a maximum of 8%. Local duties that are payable by the guest according to the respective local laws are not included. This would include, for example, the tax levied by the city of Daun.
4. The hotel may make its agreement to any retroactive reduction in the number of rooms booked, services provided by the hotel, or length of the customer's stay conditional upon an increase in price for the room(s) and/or other services.
5. Hotel invoices without a due date are payable without deduction within 14 days of receipt. The hotel is entitled to demand immediate payment of any ongoing accounts receivable. In case of default on payment, the hotel is entitled to levy the current legally applicable rate of interest of 9%, or in case of legal transactions in which a consumer is involved, of 5% above the base rate of interest. In addition, the hotel can claim a fee of € 5 per reminder letter in case of default. The hotel reserves the right to prove and assert higher damages.
6. The hotel is entitled to demand from the customer a reasonable advance payment or a security deposit e.g. in the form of a credit card guarantee at the time of conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in writing in the contract.
7. In justified cases, e.g. if the customer is in arrears with payment or the scope of the contract is extended, the hotel is entitled to demand an increase in the agreed advance payment or provision of security up to the full agreed remuneration even after conclusion of the contract.
8. The customer may only offset a counterclaim which is undisputed or legally recognised against a claim on the part of the hotel. The same applies to the assertion of a right of retention.

IV. Customer withdrawal, cancellation, no show

1. If a cut-off date for withdrawal from the contract at no cost is agreed between the hotel and customer in writing, the customer can then cancel the contract until that date without incurring charges and at no risk of compensation claims by the hotel. The customer waives their right to cancel the contract if they fail to exercise their right by the agreed deadline.
2. If, at the time of booking, the customer has chosen a rate that is non-refundable (i.e. it cannot be cancelled or modified without losing payments made in advance) and has accepted that the full price of the stay will be charged (e.g. to their credit card), the customer may not cancel the contract and no payments will be refunded unless the conditions for a legally mandated right of cancellation exist.
3. The hotel may also grant the customer the right to withdraw from the contract at any time for a fee, subject to the following provisions:
4. The hotel is entitled to reasonable compensation. The hotel has the choice of claiming lump-sum compensation from the guest instead of a specifically calculated compensation. The flat rate is 90% of the contractually agreed price for overnight stays with or without breakfast, 70% of the contractually agreed price for overnight stays with half board, and 60% of the contractually agreed price for overnight stays with full board arrangements. This takes into account the expenses that the hotel would not have to incur given the cancelled stay. The customer is free to prove that such damage did not occur or is not valued at the amount claimed.
5. If the hotel specifically calculates the compensation, the amount of the compensation shall not exceed the contractually agreed price for the service to be provided by the hotel less the value of the expenses saved by the hotel and what the hotel acquires through other uses of the hotel services.
6. The above regulations concerning damages also apply accordingly if the guest fails to make use of the booked room or services without providing us timely notice ("no show").

V. Withdrawal by the hotel

1. If the customer has agreed to a free right of withdrawal in text form within a certain period of time, the hotel is entitled to withdraw from the contract free of charge during this period if requests from other customers for the contractually booked rooms are received and the customer does not waive their right of withdrawal upon the hotel's request.
2. If an agreed advance payment or an advance payment requested in accordance with clause 3 paragraph 6 or 7 is not made even after a reasonable period of grace set by the hotel has elapsed, the hotel shall also be entitled to withdraw from the contract.
3. Moreover, the hotel is entitled to cancel the contract extraordinarily for a properly justified reason, particularly if
 - a. force majeure or other circumstances not of the hotel's causing make fulfilment of the contract impossible;
 - b. rooms can be booked with misleading or false statements of material facts (e.g. in the person of the customer or for the purpose);
 - c. the hotel has reasonable grounds to assume that the use of the rooms or other services may endanger the smooth business operations, the security or the public image of the hotel, without this being attributable to the hotel's sphere of control or organisation;
 - d. there is a violation of paragraph 1 (2),
 - e. in all cases regulated by law.
4. If the hotel justifiably cancels the contract, no claim for compensation may be made by the customer.

VI. Room availability, handover and return

1. The customer does not acquire any claim to the provision of certain rooms.
2. Reserved rooms are available to the customer from 3 p.m. on the agreed day of arrival. Booked holiday homes/apartments are available to the customer at the earliest from 5 p.m. on the agreed day of arrival. The customer is not entitled to earlier provision of the room.
3. The customer must vacate the room by no later than 11:00 a.m. on the agreed check-out date. Thereafter, in the event of delayed evacuation of the room / country house or apartment for its use in excess of the contract, the hotel may charge 50% of the currently valid daily accommodation rate until 6 p.m., then 100% from 6 p.m. onwards. This will not establish any contractual claims for the customer. The customer is at liberty to prove that the hotel is entitled to no additional charge or a lower charge for the use of the room. In addition, the hotel reserves the right to prove and assert higher damages.

VII. Liability of the hotel

1. The hotel is liable with the diligence of a prudent business for its obligations under the contract. The hotel is basically liable for all legal and contractual claims only for damages caused by its wilful or grossly negligent conduct. Exceptionally, the hotel is liable for slight negligence in the event of damage based on the violation of essential contractual obligations or damage resulting in injury to life, body or health. In the case of damages based on the violation of essential contractual obligations, liability is limited to the foreseeable damage typical for the contract. The hotel shall not be liable for consequential or indirect damages. Exclusions and limitations of liability apply in the same way to a legal representative or vicarious agent. Should disruptions or defects in the performance of the hotel occur, the hotel will endeavour to provide a remedy once it becomes aware of these or if the customer immediately complains to the hotel. The customer is obliged to contribute what is reasonable to remedy the disturbance and to minimise damage, as well as to inform the hotel immediately of all disturbances and/or damage.
2. The hotel's liability for property brought onto its premises by the customer shall be capped at €3,500 in accordance with the statutory provisions of §§ 701 ff. BGB.
3. The liability for money, securities, and valuables is capped at €800. Storing the same in a hotel or room safe is always recommended. The above paragraph 1 sentences 2 to 5 shall apply to any further liability of the hotel.
4. If the customer is provided with a parking space in the hotel garage or car park, even if a fee is charged, this does not constitute a contract of safe custody. The hotel is not liable for any loss or damage to vehicles parked on hotel property or their contents, except in cases of wilful misconduct or gross negligence. This also applies to vicarious agents of the hotel. The above paragraph 1 sentences 2 to 5 shall apply accordingly.
5. Wake-up calls are carried out by the hotel with the utmost care. Messages, mail and goods for customers are also handled with the utmost care. The hotel will handle both their delivery and storage in the hotel for a fee. The above paragraph 1 sentences 2 to 5 shall apply accordingly.
6. Sports and swimming pool facilities in the hotel are used by the customer at their own risk.

VIII. Final provisions

1. Amendments or supplements to the contract, the acceptance of the application or these General Terms and Conditions for Hotel Accommodation must be made in text form. Unilateral changes or additions by the customer are invalid.
2. The place of fulfilment and payment is the registered location of the hotel.
3. The exclusive place of jurisdiction for commercial transactions is Cologne. If a Contracting Party fulfils the requirement of § 38 paragraph 2 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction is that of the registered location of the hotel.
4. German law shall apply exclusively.
5. Should any of the individual provisions of these terms and conditions be invalid or void or become so, this will not affect the validity of the remaining provisions. The relevant statutory provisions shall apply in other respects.

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