

General Terms and Conditions of Sale: Germany

General Terms and Conditions of Business and Reservation (as of July 2024)

I. Scope of application and preliminary remarks

1. The legal entity named in the reservation (hereinafter referred to as "**B&B**") rents the agreed hotel room in the agreed room category and with the agreed facilities (hereinafter referred to as "**hotel room**") to the guest (hereinafter referred to as "**guest**") for the agreed duration of stay.

These General Terms and Conditions of Business and Reservation (hereinafter referred to as "**GTC**") apply to accommodation contracts for the rental of hotel rooms and all other services provided to the guest in this context in the respective hotel.

2 These GTC apply exclusively. The guest's general terms and conditions of business and reservation shall not apply unless this has been expressly agreed in writing in advance.

3. In the case of references to clauses, reference is always made to these GTC, unless expressly stated otherwise.

4. The masculine form is used to improve the readability of personal designations & personal words. However, these terms apply to all genders.

II. Conclusion of contract

1. By reserving a hotel room, the guest offers B&B the conclusion of an accommodation contract. B&B may refuse to conclude an accommodation contract at its own discretion. The accommodation contract between B&B and the guest is concluded when the B&B reservation number is received by the guest or when the access code (see section IV.1.) is handed over or transmitted to the guest - whichever occurs first.

The B&B reservation number will be communicated to the guest either by email or fax, by

telephone or in person at the hotel. The guest is advised that reservation numbers received from third parties (e.g. from online booking portals for hotel rooms) are not identical to the B&B reservation number.

2 Offers made by B&B to conclude an accommodation contract are subject to change and non-binding as long as the guest has not received a B&B reservation number.

3. The guest has no claim to the provision of a specific hotel room or to the fulfilment of special requests that go beyond the provision of a hotel room of the booked room category or facilities. Furthermore, there is no entitlement to the provision of a car park, unless this has been explicitly booked and the booking of the car park has been confirmed by B&B.

4. Minors

As a rule, minors may only stay at B&B if accompanied by an adult or their legal representative. This rule is mandatory for minors under the age of 14 years. If minors who are already 14 years old, but are not yet of legal age (18 years of age) wish to stay overnight at a B&B Hotel or conclude an accommodation contract without being accompanied by an adult or their legal representative, the consent of the legal representative must be sent to the B&B Hotel in which the overnight stay is to take place before the accommodation contract is concluded, i.e. before the booking is confirmed. The "[Parental information and parental declaration](#)" form provided for this purpose must be downloaded online or requested from the B&B HOTEL to be booked, completed and sent to the respective B&B HOTEL by email. The original must be handed over to the B&B HOTEL where the minor is staying on the day of arrival.

III. Reservation, rates, cancellation, non-use of the hotel room

1. The following terms "simple reservation" and "guaranteed reservation" differ in that in the case of a simple reservation the guest only books a hotel room, whereas in the case of a guaranteed reservation he additionally guarantees payment of the accommodation price by providing his credit card details.

The following term "prepaid" means that the hotel room ordered by the guest is already paid for in full by the guest during the booking process.

Please refer to section VII.3 with regard to the permitted means of payment.

2. B&B offers three (3) types of rates:

- o Flex rate: Highest flexibility of all B&B rates; bookable as guaranteed reservation, simple reservation and prepaid.

- o Saver rate: Can be cancelled or rebooked free of charge up to 12:00 noon, fourteen (14) days before the day of arrival; bookable as a guaranteed reservation and prepaid.
- o Supersaver rate: Offers the best price of all B&B rates; can only be booked online using prepaid; cannot be cancelled by the guest or rebooked.

3. The following term "cancellation" refers to withdrawal from the accommodation contract. Sections 4 to 7 below explain the circumstances under which a cancellation of the booked room is possible. With regard to all cancellations by the guest that are not lawful/on time and all cancellations by B&B, the following applies, unless expressly agreed otherwise in these GTC: In the event of cancellation of the booked room, the guest remains obliged to pay the accommodation price for the entire booking period less 10% for saved expenses; in this case, B&B is free to rent the room to another party; in any case, the guest is free to prove that the expenses saved by B&B are higher than 10% of the accommodation price. The following term "day of arrival" refers to the first day of the booking period. The following term "departure day" is the corresponding last day of the booking period.

4. With regard to the Supersaver Rate:

The guest has no right to cancellation or rebooking at any time.

If the guest has not checked in by 06:00 a.m. on the day following the day of arrival (no-show), B&B will automatically cancel the reservation for the entire booking period. The guest is not entitled to any reimbursement of costs/expenses.

5. With regard to the Saver Rate, the following applies:

Cancellation or rebooking is only possible free of charge until 12:00 noon, fourteen (14) days before the day of arrival.

If the guest has not checked in by 06:00 on the day following the day of arrival without cancelling their reservation by 12:00, fourteen (14) days before the day of arrival (no-show), B&B will automatically cancel the reservation for the entire booking period. Section III.3 (2) applies.

6. With regard to the Flex Rate:

Cancellation or rebooking is possible free of charge until 7 p.m. on the day of arrival, unless the special conditions for group travel/travel groups (see Section VIII) or the special conditions for trade fair and event times (see Section IX) apply. However, cancellation free of charge is no longer possible once the guest has checked in and received the access data for the hotel room ordered.

If it is a simple reservation and the guest has not cancelled by 19:00 on the day of arrival and/or has not checked in at the hotel by 19:00, the reservation will be automatically cancelled

by B&B. Section III.3 para. 2 applies.

If it is a guaranteed reservation or prepaid, the reservation of the hotel room will be maintained for the guest even after 19:00 on the day of arrival. However, if the guest has not checked in by 06:00 on the day following the day of arrival without having cancelled their reservation by 19:00 on the day of arrival (no-show), the reservation will be automatically cancelled by B&B. Section III.3 (2) applies.

7. The special conditions contained in sections VIII. and IX. apply to the cancellation of group travel/travel groups and of reservations at trade fair and event times.

IV. Arrival and departure

1. B&B shall make the hotel room available to the guest in the agreed room category and furnishings from 15:00 on the day of arrival at the latest.

If the guest has booked the "Early Check-In", the booked hotel room is available to them at 12:00 noon on the day of arrival.

The guest is not entitled to an earlier provision of the hotel room. For access to the hotel and the hotel room, the guest receives an access code at check-in either at reception, at the check-in machine located in the hotel or at online check-in.

2. On the day of departure, the guest must vacate his hotel room by 12:00 noon at the latest and return it undamaged.

If the guest has booked the "Late Check-Out", he must vacate his hotel room by 14:00 at the latest and return it undamaged.

In the event of a late check-out, B&B may charge the guest the accommodation price of the previous day less 10% for saved expenses due to the late vacating of the room for its use in excess of the contract. In any case, the guest is free to prove that the expenses saved by B&B are higher than 10% of the accommodation price

V. Terms of use

1. The maximum occupancy for the respective room category must not be exceeded. Children and babies count as adults, in particular due to fire safety regulations.

2. The resale, re-letting or subletting of booked rooms, in particular via platforms such as

"Airbnb", is prohibited, unless the guest and B&B have expressly agreed otherwise in writing. The number of persons staying in the hotel room provided may not exceed the number of overnight guests specified in the reservation.

In the event of a culpable breach by the guest of the aforementioned provisions in this Section V. 2, B&B is entitled to cancel the accommodation contract and to demand payment of a contractual penalty of EUR 500.00 from the guest. In addition, B&B expressly reserves the right to claim damages, whereby in this case the contractual penalty will be offset against the damages accordingly.

3. During their stay at the hotel, guests must observe and comply with the house rules displayed there and the General Terms and Conditions for the use of the car park.

4. It is prohibited to consume tobacco products (in particular cigarettes, cigars, pipes and shishas) as well as tobacco or smoking substitute products (in particular e-cigarettes) in the hotel rooms.

In the event of culpable non-compliance, B&B is free to charge the guest the (basic) cleaning costs for the removal of the consequences of the unauthorized consumption or a lump sum cleaning fee of EUR 100.00 ("**lump sum compensation**"). The guest is free to prove that the actual cleaning costs incurred are lower than the flat-rate compensation. If the actual damage incurred exceeds the aforementioned lump sum compensation, B&B is entitled to demand the difference from the guest.

VI. Accommodation prices and prices for additional services

1. The accommodation price to be paid by the guest is the consideration for the provision of the hotel room by B&B during the period of stay. For each overnight stay - irrespective of the actual use or overnight stay by the guest - a full overnight price will be charged, less any expenses saved, unless otherwise stipulated in these GTC.

If the guest or their fellow travelers make use of further services of the hotel (such as breakfast, chargeable parking, accommodation for pets, etc.), the guest must pay the respective price for these services in addition to the accommodation price.

2. The prices agreed upon conclusion of the contract apply. B&B has the right to increase the prices appropriately up to 20 days before the date of arrival, but by no more than 15% if there are more than four (4) months between the date of reservation by the guest and the date of arrival. In the event of a price increase of more than 5%, the guest has the right to withdraw from the contract free of charge, which they may exercise in writing to B&B within five (5) days of notification of the price increase.

3. The prices or amounts stated in the reservation are inclusive of the applicable value added tax and all statutory taxes, fees and charges, unless expressly stated otherwise

VII. Terms of payment

1. Unless otherwise stipulated in these GTC, the following shall apply with regard to the terms of payment:

The accommodation prices as well as the prices for additional services (such as the use of a car park, breakfast, fees for pets and all other claims that are not expressly stated in the accommodation contract as part of the accommodation price) are due for payment in advance at the latest upon the guest's arrival at the hotel, regardless of the date of invoicing.

In the case of guaranteed reservations or prepaid reservations, the accommodation prices as well as the prices for additional services (such as parking, breakfast, fees for pets and all other claims that are not expressly stated in the accommodation contract as part of the accommodation price) are due for payment in advance, but at the latest by the end of the day on which a free cancellation is possible for the last time before the day of arrival, or, if no free cancellation or change is possible, immediately, regardless of the date of invoicing. In the event of late payment, B&B is entitled to cancel the accommodation contract. Section III.3 paragraph 2 applies.

2. Notwithstanding section VII.1, B&B is entitled to demand an advance payment of the accommodation costs from the guest at the time of reservation up to the amount of the expected total invoice amount or an appropriate security in the form of a deposit by credit card.

3. B&B accepts cash in euros, bank transfers, PayPal, Apple Pay, debit cards (Maestro, girocard etc.) and the following credit cards: Visa, Mastercard and American Express.
Other means of payment are only permitted with the consent of B&B.

4. The guest may only assert rights of set-off and retention if the underlying counterclaims are undisputed or have been recognised by declaratory judgement

VIII. Special conditions for group travel/travel groups

1. A group trip or travel group exists if

a) make one or more reservations via the B&B website for

- a total of at least five (5) double rooms or
- more than nine (9) guests in total

where the accommodation period overlaps by at least one night. This also applies if the booking is made under one name only.

b) by e-mail, telephone, fax or directly at the hotel to make a reservation for

- at least 15 guests in
- at least eight (8) rooms

is carried out.

2. Notwithstanding or in addition to the above provisions, the following clauses 3 to 11 apply to group travel/travel groups:

3. A contact person ("overall responsible person") must be named to B&B for the travel group when the reservation is made.

4. A list of names of all participants must be submitted to B&B no later than 12 noon, seven (7) days before the day of arrival.

5. With the confirmation of the reservation by B&B, the person responsible receives the details of the reservation, details of the check-in and, if applicable, the security deposit and other terms of payment. Bookings of group holidays are always guaranteed reservations within the meaning of section III.1.

6. The total amount of the accommodation costs must be paid by bank transfer or credit card to the B&B bank account indicated in the booking confirmation or communicated by B&B to the person in charge after the booking has been finalised. Any foreign bank transfer fees charged to B&B for the payment of the group holiday must be paid in full by the group upon arrival at the hotel at the latest.

7. The accommodation costs of the travel group including costs for ancillary services within the meaning of clause VII.1. are due for payment in advance, no later than 12:00 noon, 28 days before the day of arrival, or, if the reservation is made less than 28 days before the day of

arrival, immediately, irrespective of the date of invoicing.

If payment is not made on time, B&B is entitled to cancel the accommodation contract (see section XIII.1); in this case, B&B can rent the hotel rooms reserved for the travel group to another party (without further information to the person responsible), without the guests being able to assert any claims against B&B as a result.

8. The travel group may cancel or change its reservation free of charge up to and including 60 rooms up to 12:00 noon, eight (8) weeks, between 40 and 59 rooms up to and including 12:00 noon, six (6) weeks and for less than 40 rooms up to 12:00 noon, four (4) weeks before the day of arrival. Irrespective of the number of rooms reserved, the travel group may also cancel a maximum of two (2) rooms free of charge up to three (3) days before the day of arrival. In the event of later cancellations or no-shows, Section III.3 (2) shall apply.

9. B&B will make the booked hotel rooms available to the tour group from 15:00 on the day of arrival.

10. B&B is entitled to demand a security deposit of up to EUR 50.00 per booked room (cash or credit card) upon arrival of the travel group at the hotel for any ancillary services as defined in Section VII.1. as well as for any other costs (possible damage, etc.).

11. The travel group receives collective invoices from B&B, which are handed over to the person responsible for the group.

IX. Special conditions for trade fair and event times

1. B&B will inform the guest of trade fair and event times relevant to the location of the hotel in question at any time on request, but at the latest when the reservation is made. In deviation from or in addition to the above regulations, the following applies during trade fair and event times:

2. Only guaranteed or prepaid reservations are possible for overnight stays. Simple reservations, on the other hand, cannot be made. The trade fair supersaver rate can only be booked online or via the app and must be paid in advance (prepaid).

3. B&B offers three (3) types of rates during trade fair and event periods:

- o **Trade fair flex rate**
- o **Trade fair saver rate**
- o **Trade fair supersaver rate**

4. The guest may cancel or change a trade fair saver rate up to 12:00 noon, 14 days and a trade fair flex rate until 12:00 noon, seven (7) days in advance of the day of arrival free of charge; otherwise no free cancellation or change is possible.

The guest will also be notified of the cancellation deadline as part of the booking process. In the event of later cancellations or no-shows by the guest, Section III.3 (2) shall apply.

X. Liability of B&B

1. B&B is liable without limitation for damages for which B&B is responsible arising from injury to life, limb or health, as well as for property damage and financial loss caused by B&B willfully or through gross negligence.

B&B shall only be liable for property damage and financial loss caused by simple negligence (einfache Fahrlässigkeit) in the event of a breach of a material contractual obligation, but limited to the amount of damage foreseeable and typical for the contract at the time of conclusion of the contract.

Essential contractual obligations are those which make the proper execution of the contract possible in the first place and on the fulfilment of which the guest relies and may rely.

A breach of duty by B&B is equivalent to that of a legal representative or vicarious agent.

Further claims for damages are excluded, unless otherwise regulated in this Section X. Claims based on data protection law are not covered by this liability provision.

2. Should disruptions or defects occur in the services of B&B, the guest must immediately notify B&B or the hotel staff on site. B&B will endeavor to remedy the situation as soon as it becomes aware of it or upon immediate complaint by the guest. The guest is obliged to make reasonable efforts to remedy the disruption and minimize any possible damage.

3. B&B is liable to the guest for items brought in according to the statutory provisions (see §§ 701 ff. BGB).

In particular, it should be noted that B&B is not liable for the loss, destruction or damage of vehicles (including bicycles), see § 701 para. 4 BGB.

4. If the guest is provided with a parking space in the hotel garage or in the hotel car park for a fee, section X.1 applies with regard to B&B's liability for loss of or damage to the vehicle parked on the hotel property.

If the guest is provided with a parking space in the hotel garage or in the hotel car park free of charge, this does not constitute a contractual relationship. B&B accepts no liability for loss of or damage to the vehicle parked on the hotel property.

5. Messages, mail and consignments of goods for guests will be handled with care by the hotel. The acceptance and storage of mail and consignments of goods for the guest requires prior agreement with the hotel. However, the hotel is under no obligation to accept and store such items.

XI. Theft and damage

In the event of theft or damage to their belongings, as well as in the event of fire, water damage or other damage to the hotel room, the guest must inform the hotel staff immediately.

XII. Pets

Guests must notify B&B in advance if they intend to bring dogs or cats (referred to as '**pets**') with them; for other animals, B&B must be consulted, specifying the exact species, whereby B&B may refuse consent at any time and without giving reasons.

A maximum of two pets may be brought per booked hotel room.

An additional fee is payable for each animal and pet brought along, the amount of which will be communicated to the guest by B&B upon notification.

Assistance dogs are exempt from the obligation to pay a fee and to give prior notification. Such assistance dogs are also permitted to enter the breakfast area.

XIII. Termination of the Accommodation Agreement

1. B&B is entitled to cancel the accommodation contract if the guest does not make an advance payment owed by him and/or a deposit owed by him on time or in full. Section III.3 paragraph 2 applies.

2. B&B is entitled to cancel the accommodation contract and, if necessary, to demand compensation if

(i) force majeure or other circumstances for which B&B is not responsible make it impossible to fulfil the accommodation contract,

(ii) rooms are booked culpably or due to misleading or false information or concealment of material facts (whereby material in this context may be the identity, solvency and the purpose of the stay or also the fulfilment of the characteristic "travel group"),

(iii) B&B has reasonable grounds to believe that the performance of the accommodation contract may jeopardise the smooth operation, safety or public reputation of the hotel, without this being attributable to the sphere of control or organisation of B&B or the hotel,

(iv) the guest is under the influence of illegal substances during his stay in the hotel, uses the hotel room for the exercise of a commercial activity with customer traffic or uses the hotel room for prostitution or the purpose and/or the reason for the stay is illegal,

(v) the guest repeatedly insults, disturbs or otherwise harasses the hotel staff or other hotel guests despite warnings,

(vi) the guest sublets/sublets the room without consent, or

(vii) the guest does not present a valid identification document upon request at check-in, although this is necessary to safeguard the legitimate interests of B&B (e.g. if there is doubt that the guest is of legal age) and unless the interests or fundamental rights and freedoms of the guest concerned require the protection of their personal data.

3. In the case of section XIII.2 (i) above, the guest is not obliged to pay the accommodation price.

With regard to the above sections XIII.2 (ii) to (vii), section III.3 para. 2 shall apply.

4. Force majeure within the meaning of Section XIII.2 (i) above shall mean all external events caused by elementary forces of nature or by the actions of third parties which are unforeseeable according to human insight and experience, which cannot be prevented or rendered harmless by economically acceptable means even with the utmost care reasonably to be expected in the circumstances and which are not to be accepted because of their frequency. These include war, civil war, warlike conditions, terrorist attacks, civil unrest, riots, strikes, epidemics, pandemics, fire, floods, storm surges or other storms on the scale of a catastrophe, earthquakes and comparable events. This also includes all circumstances and direct and

indirect consequences relating to the existence and spread of the SARS-Cov-2 (Covid-19) - "Corona" virus.

XIV. Data protection

The controller for the processing of personal data ("**data controller**") is the legal entity named in the reservation. The guest can find further information in the data protection information available on the B&B website and as part of the booking process.

XV. Out-of-court dispute resolution

B&B is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

XVI. General provisions

1. Amendments and additions to the accommodation contract or these GTC must be made in writing. Unilateral amendments or additions by the guest are invalid.

2. Any invalidity of one or more provisions of these GTC shall not affect the validity of the remaining provisions.

3. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

4. The place of fulfilment and payment as well as the exclusive place of jurisdiction - also for disputes concerning cheques and bills of exchange - in commercial transactions is the registered office of the hotel or, at the discretion of B&B, Frankfurt am Main.

If a guest fulfils the requirements of Section 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Frankfurt am Main.

However, B&B is authorized to bring legal action and other legal proceedings at the guest's general place of jurisdiction.



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