

GENERAL BUSINESS TERMS AND CONDITIONS FOR GUEST ACCOMMODATION CONTRACTS

1 AREA OF APPLICATION

- 1.1 These General Business Terms and Conditions apply to contracts on the provision for rental use of apartments for lodging and to all other services and supplies provided to the customer by the Gaesteglueck GmbH, operating company of the "Tobererhof." in this connection (Hotel Accommodation Contract). The term "Guest Accommodation Contract" encompasses and replaces the following terms: lodging, hotel accommodation, hotel and hotel room contract.
- 1.2 The sub-letting and re-letting of the apartments provided for use and the use thereof for any purposes other than those of lodging is subject to the prior consent of the Gaesteglueck GmbH in text form, whereby section 540 (1) sentence 2 of the German Civil Code (BGB) is excluded if the customer is not a consumer as defined in section 13 BGB.
- 1.3 General business terms and conditions of the customer shall only be applicable if this is explicitly agreed in text form in advance.

2 CONCLUDING THE CONTRACT, CONTRACT PARTIES, STATUTE OF LIMITATIONS

- 2.1 The Gaesteglueck GmbH as the operating company of the accommodation "Tobererhof" and the customer are the two parties of the contract. The contract is concluded when the accommodation accepts the application made by the customer. The accommodation can confirm the apartment reservation in text form at its discretion.
- 2.2 All claims against the accommodation shall become statute-bound in principle one year after commencement of the statutory limitation period. This does not apply to claims for damages or other claims if the latter are based on an intentional or grossly negligent breach of duty of the accommodation.

3 SERVICES, PRICES, PAYMENT, OFF-SET

- 3.1 The accommodation is obliged to keep available the apartments reserved by the customer and to render the services agreed.
- 3.2 The customer is obliged to pay the accommodation's prices that are agreed for or applicable to the provision of the room for use and to other services used by the customer. This also applies to services ordered by the customer either directly or through the accommodation which are performed by third parties and paid for in advance by the Gaesteglueck GmbH.
- 3.3 The prices agreed are inclusive of the taxes and local taxes applicable at the time when the contract is concluded. They do not include local taxes such as **local visitor's tax [Kurtaxe]** which the guest owes himself or herself under local community law. The current amount of fees is available on the homepage of the local community Glottertal or can be requested from the local tourist information. The prices shall be adjusted in the event of changes to the statutory value added tax or of the introduction, change or elimination of local taxes on the subject matter of the contract after the contract has been entered into. In the case of contracts with consumers, this only applies if the period between the date of

conclusion and the date of performance of the contract exceeds four months.

- 3.4 The accommodation may make its consent to a request made retrospectively by the customer to reduce the number of rooms reserved, the services provided by the accommodation or the duration of the customer's stay dependent upon reasonably increasing the price of the rooms and/or of the other services of the accommodation.
 - 3.5 The accommodation's invoices are due and payable immediately upon receipt without any deductions being made. If payment by invoice [Zahlung auf Rechnung] has been agreed, the payment - subject to a different agreement - must be made without deduction within ten days of receipt of the invoice.
 - 3.6 At contract conclusion, the accommodation has the right to request a reasonable advance payment or bail from the customer, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in the contract in text form. In the event of advance payments or security for package travel, the provisions of statute shall remain unaffected. The provisions of statute shall apply in the event of late payment by the customer.
 - 3.7 In justified cases, for example if the customer is in cash residue or if the scope of the contract is extended, the accommodation has the right to demand - even after the contract has been concluded - up until the time when the residence commences, advance payment or a bail as set out in subsection 3.6 above or an increase in the amount of the advance payment or bail agreed in the contract up to the full amount of the remuneration agreed.
 - 3.8 Further, the accommodation has the right to request, at the beginning and during the course of the customer's stay, a reasonable advance payment or security within the meaning of subsection 3.6 above for existing and future claims under the contract, insofar as no such payment or security has already been made or provided pursuant to subsection 3.6 and/or 3.7 above.
 - 3.9 The customer may only offset or net out an undisputed claim or a claim established by final and absolute court decision against a claim of the accommodation.
 - 3.10 The customer agrees that the invoice is being sent to the customer electronically.
- ### 4 REVOCATION BY THE CUSTOMER (COUNTERMAND, CANCELLATION) / NO SHOW
- 4.1 It is only possible for the customer to revoke the contract concluded with the accommodation if a revocation right has been explicitly agreed in the contract, if there is a statutory revocation right or if the accommodation explicitly consents to the cancellation of the contract.
 - 4.2 The customer may **cancel the contract up to 7 days before his originally planned arrival without triggering payment or compensation claims** by the accommodation company. Otherwise, the following cancellation fees apply:

periods of cancellation fees	Part of the contractually agreed price to be paid by the customer
6 days up to 48 hours before the beginning of the accommodation	60%
less than 48 hours before the beginning of the accommodation or no cancellation (no show)	75%

If the contract is not canceled at least 48 hours before the date of the accommodation or not cancelled at all, the accommodation can make a flat-rate deduction for saved expenses. The accommodation must offset the income from renting the apartments to other parties as well as the expenses saved in the cancellation fees. If the apartments are not rented out otherwise, the customer is obliged to pay 75% of the contractually agreed price for the booked overnight stays. The customer is free to prove that this aforementioned claim has not arisen or has not arisen in the required amount.

5 REVOCATION BY THE ACCOMMODATION

- 5.1 As it has been agreed that the customer may revoke the contract free of charge within 28 days before his arrival, the accommodation also has the right to revoke the contract within the same period, if inquiries are made by other customers relating to the contractually reserved apartments and if the customer does not waive its revocation right after an inquiry is made and a reasonable period of time set by the accommodation. This shall apply accordingly if the customer has been granted an option and other inquiries are made and the customer is unwilling to make a firm booking after the accommodation makes an inquiry and sets an appropriate deadline.
- 5.2 The accommodation also has the right to revoke the contract if an advance payment or bail agreed or required in accordance with subsection 3.6 and/or subsection 3.7 has not been paid after an appropriate period set by the accommodation has expired.
- 5.3 Further, the accommodation has the right, for an objectively legitimate reason, to revoke the contract for extraordinary reasons, in particular in the event of
- force majeure or other circumstances for which the accommodation is not responsible, which render performance of the contract impossible;
 - apartments being reserved by culpably booked with misleading or false information or concealment of material facts; in this context the term material can mean the identity of the customer, the customer's ability to pay or the purpose of the residence;
 - the accommodation having reasonable grounds to assume that the use of the service can jeopardize the smooth running of the business, the safety or public reputation of the "Tobererhof" without this being attributable to the area of responsibility or organization of the accommodation;
 - the purpose of or the reason for the stay being in violation of the law;
 - a breach of subsection 1.2.

- 5.4 Justified revocation by the accommodation does not give the customer any right to claim damages.

6 TERMS OF USE

- 6.1 The customer does not acquire a right to the provision of specific apartments unless this has been explicitly agreed in text form.
- 6.2 The reserved apartments shall be available for use by the customer with effect from 15:00 hours on the agreed date of arrival. The customer has no right to earlier availability.
- 6.3 The apartments shall be vacated and available for use by the accommodation by 12:00 noon at the latest on the agreed departure date. After this time, as the room was vacated late, the accommodation has the right to charge for the room use exceeding that which was contractually agreed in an amount of 50% of the full accommodation price up until 18:00 hours and in an amount of 90% after 18:00 hours (price as per price list). This does not give rise to contractual rights of the customer. The customer is at liberty to demonstrate that the accommodation did not acquire a claim for compensation for use or acquired a significantly lower claim.
- 6.4 **No daily room service** is offered in the apartments. **Customers will initially receive towels and bed linen.** For stays exceeding 7 nights, the customer is entitled to receive a cleaning of the apartment, new towels and new bed linen. For a long-term stay, cleaning and linen change always take place weekly. The time of cleaning can be agreed individually between the accommodation and the customer. The final cleaning when leaving the apartment is taken over by the accommodation. In addition, the accommodation reserves the right to regularly check the condition of the apartment for long-term stays exceeding 14 nights and the option of revoke the contract without notice in the event of extreme soiling.
- 6.5 The customer undertakes to handle the furnishings with care and is liable for any damage caused. Damages are to be reported immediately during the stay so that repairs can be carried out immediately or a replacement can be obtained. When using the kitchen, the customer is obliged to switch off all electronic devices when leaving the apartment. Damage that is kept secret and only noticed when cleaning takes place after departure the damage can be subsequently charged to the tenant. If, after departure, in-house laundry items or other items with which the apartment was equipped are missing, these can also be billed to the guest. The basis for the calculation are the verifiable prices of the suppliers of the accommodation company. The customer is liable for the proper return of the keys provided. In the event of loss, compensation must be paid in the amount of the demonstrably caused costs. If the guest accidentally takes the key with him, the key must be returned within three working days at his own expense. If a return is delayed, the accommodation company can demand appropriate compensation for additional expenses. If the apartment is extremely dirty, the operator reserves the right to invoice additional cleaning costs.
- 6.6 Smoking is strictly prohibited throughout the building for safety and hygienic reasons. When smoking on balconies or patios, the balcony or patio doors must be

kept closed. If the guest violates the smoking prohibition, the accommodation is entitled to immediately revoke the contract. The operating company will have the affected apartments cleaned with special cleaners immediately after departure. For this, the customer is also charged the cleaning costs as well as repair costs e.g. for fire holes in the curtains.

- 6.7 Bringing pets is only allowed after explicit agreement and only in the designated apartments. Guest must bring their own sleeping basket for cats and dogs. Leashes are mandatory for dogs on the entire property. Aggressive dogs must also be muzzled in the building. The accommodation reserves the right to terminate the contract prematurely if dogs are noticed negatively by aggressive behavior or loud, long-lasting barking.

7 LIABILITY OF THE ACCOMMODATION

- 7.1 The accommodation is liable for damage for which it is responsible for resulting from injury to life, body or health. It is further liable for other damage which is based on an intentional or grossly negligent breach of duty of the accommodation or on an intentional or negligent breach of duties of the accommodation typical of the type of contract [vertragstypischen Pflichten]. Duties typical of the type of contract are those duties which enable the proper execution of the contract altogether and which the customer relies on being performed and is able to rely on being performed. More far-reaching claims for damages are excluded unless otherwise provided for in this Section 7. If there should be any disruptions or deficiencies in the services of the accommodation, the accommodation shall endeavor to remedy this when it has knowledge thereof or upon a complaint being made without undue delay by the customer. The customer is obliged to contribute what it can be reasonably expected to contribute in order to remedy the disruption and minimize possible damage.
- 7.2 The accommodation is liable to the customer in accordance with the provisions of statute for items brought with the customer. The accommodation recommends the use of the safe for storing important documents, money and valuables. If the customer wishes to bring with him or her money, securities or valuables valued at over Euro 800 or other property items valued at over Euro 3,500, a separate safekeeping agreement must be entered into with the accommodation.
- 7.3 If the customer is provided with a parking space in the accommodation parking lot, a custody contract is not concluded as a result. If cars parked or driven on the property belonging to the "Tobererhof" are lost or damaged, the accommodation is only liable in accordance with sentences 1 to 4 of subsection 7.1 above.

8 FINAL PROVISIONS

- 8.1 Changes and supplements to the contract, to acceptance of the application and to these General Business Terms and Conditions shall be made in text form. Unilateral changes or supplements are ineffective.
- 8.2 The place of performance and payment shall be Glottertal, place of jurisdiction is Freiburg / Breisgau .If the customer meets the condition of section 38 (2) German Code of Civil Procedure (ZPO) and does not

have a general place of jurisdiction in Germany, the courts of Freiburg shall have jurisdiction.

- 8.3 German law shall apply. The application of the entrepreneur purchase right [Unternehmerkaufrecht] for the International Sale of Goods is excluded.
- 8.4 In compliance with its statutory obligation the accommodation points out that the European Union has set up an online platform for the extrajudicial resolution of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>
The accommodation does not, however, participate in dispute resolution proceedings held before consumer dispute resolution bodies.