

General Terms and Conditions for the Hotel Hollerhöfe – zu Gast im Dorf

- based on the AGBH 2021

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§ 1 Scope of application

- 1.1 These terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all other services and deliveries provided by the hotel for the customer in this context (hotel accommodation contract). They do not apply to package tours within the meaning of § 651a BGB. The term "hotel accommodation contract" includes and replaces the following terms: Accommodation contract, guest accommodation contract, hotel contract, hotel room contract.
- 1.2 The subletting or re-letting of the rooms provided and their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby the right of termination pursuant to § 540 paragraph 1 sentence 2 BGB is waived.
- 1.3 The customer's general terms and conditions shall only apply if this has been expressly agreed in text form.
- 1.4 These Terms and Conditions apply to all types of contracts such as accommodation, hotel accommodation, package tour, contingent or event contracts concluded with the hotel. The GTC shall also apply to all future transactions with the Contractual Partner.
- 1.5 The GTCs of the contract partner shall not apply, even if the hotel does not expressly object to them. Counter-confirmations by the Contractual Partner with reference to its GTCs are hereby rejected.

§ 2 Definition of terms

"Accommodation provider/hotel": Is a natural or legal person who accommodates guests for a fee.

"Guest": Is a natural person who makes use of accommodation. As a rule, the guest is also the contractual partner. Guests also include those persons traveling with the contracting party (e.g. family members, friends, etc.). "Party": A natural or legal person in Austria or abroad who concludes an accommodation contract as a guest or for a guest.

"Accommodation contract": Is the contract concluded between the hotel and the contracting party, the content of which is regulated in more detail below.

§ 3 Conclusion of contract, partners

The contractual partners are the hotel and the customer. The contract is concluded when the hotel accepts the customer's application. In the case of bookings via the hotel's own homepage, the contract is concluded by clicking on the button "BOOK WITH PAYMENT"

§ 4 Conclusion of contract - down payment

- 4.1. In principle, the respective contract is concluded following a verbal or written application by the contractual partner and acceptance by the hotel. The hotel is at liberty to accept the application in writing, in text form (e-mail, fax) or conclusively by rendering the service.
- 4.2. The offers on the hotel's website constitute neither an offer nor an order, but are merely an invitation to make an offer. All offers made by the hotel, in particular by email or post, are non-binding and subject to change.
- 4.3. Deviations in equipment, size and orientation may be possible. Photos, images, tours and sketches are exemplary and may differ for individual rooms.
- 4.4. The hotel is entitled to conclude the accommodation contract on the condition that the contracting party makes a down payment. In this case, the hotel is obliged to inform the contracting party of the required deposit before accepting the written or verbal order of the contracting party. If the contractual partner agrees to the down payment (in writing or verbally), the accommodation contract shall come into effect upon receipt by the hotel of the declaration of

consent regarding payment of the down payment by the contractual partner.

- 4.5. The down payment is a partial payment of the agreed remuneration.

§ 5 Services, prices, payment, offsetting

- 5.1. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
- 5.2. The hotel may make its consent to a subsequent reduction in the number of rooms booked, the hotel's services or the customer's length of stay requested by the customer dependent on the price for the rooms and/or for the hotel's other services being increased.
- 5.3. The customer is obliged to pay the agreed or applicable prices of the hotel for the provision of rooms and the other services used by him. This also applies to services commissioned by the customer directly or via the hotel, which are provided by third parties and disbursed by the hotel.
- 5.4. The agreed prices include the taxes and local charges applicable at the time the contract is concluded. Not included are local taxes which are owed by the guest according to the respective municipal law, such as city tax.
- 5.5. In the event of an increase in the statutory value added tax or the introduction, change or abolition of local levies on the subject matter of the service after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion of the contract and fulfillment of the contract exceeds four months.
- 5.6. If payment on account has been agreed, payment must be made within ten days of receipt of the invoice without deduction, unless otherwise agreed.
- 5.7. The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in text form in the contract. If the customer is in default of payment, the statutory provisions shall apply.
- 5.8. In justified cases, for example if the customer is in arrears with payment or if the scope of the contract is extended, the hotel is entitled, even after conclusion of the contract up to the start of the stay, to demand an advance payment or security deposit within the meaning of clause 5.8 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.
- 5.9. Furthermore, the hotel is entitled to demand an appropriate advance payment or security deposit from the customer at the beginning and during the stay within the meaning of clause 5.8 above for existing and future claims arising from the contract, insofar as such has not already been made in accordance with clause 5.8 and/or clause 5.9 above.
- 5.10. The customer may only offset or set off an undisputed or legally enforceable claim against a claim of the hotel.
- 5.11. The customer agrees that the invoice may be sent to him electronically.

§ 6 Smoking policy

There is a general smoking policy throughout the hotel. Smoking in the rooms, corridors and stairwells is prohibited. The guest of the respective room is responsible for ensuring that this ban is also observed by third parties. In the event of a breach of the smoking ban, the hotel has the right to claim compensation from the guest in the amount of 250 euros for the separate cleaning and renovation costs to be incurred plus any loss of revenue from not being able to rent out the room as a result and, if the fire alarm system is triggered, to charge the resulting costs, e.g. for the deployment of the fire department or the subsequent costs of restoring the room. We reserve the right to debit the amount from the credit card on file.

§ 7 Start and end of accommodation

- 7.1 Booked rooms are available to the contracting party from 2 p.m. on the day of arrival. Unless otherwise agreed, the hotel has the right to reallocate booked rooms after 8 p.m. without the contracting party being able to derive any rights or claims from this, unless a payment guarantee (credit card or advance payment) has been deposited.
- 7.2 Early check-in and late check-out can only be booked subject to availability for an additional charge.
- 7.3 The rented rooms must be vacated by the Contractual Partner by 11.00 a.m. at the latest on the day of departure. Thereafter, the hotel may charge 50% of the daily rate for the additional use of the room until 4 p.m. in addition to the resulting damage, 90% of the daily rate from 4 p.m. onwards.
- 7.4 The rooms are made available exclusively for accommodation purposes. It is generally not permitted to bring in food and drink. Exceptions are only possible in consultation with the hotel and upon payment of the customary service charges/corking fee.
- 7.5 The contract partner is liable to the hotel for all damages caused by him or by third parties.

§ 8 Cancellation/termination ("Cancellation") by the customer non-utilization of the hotel's services ("No Show")

- 8.1 The customer may only unilaterally withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract or if a statutory right of withdrawal or termination exists.
- 8.2 If the hotel and the customer have agreed on a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal expires if he does not exercise it in writing vis-à-vis the hotel by the agreed date.
- 8.3 If a right of cancellation has not been agreed or has already expired and there is also no statutory right of cancellation or termination, the hotel shall retain the claim to the agreed remuneration despite non-utilization of the service. The hotel must offset the income from renting the rooms to other parties and the expenses saved. If the rooms are not rented to other parties, the hotel may make a lump-sum deduction for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for overnight accommodation with or without breakfast and for package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is free to prove that the aforementioned claim did not arise or did not arise in the amount claimed.

§ 9 Withdrawal by the hotel

- 9.1 If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of withdrawal upon inquiry by the hotel within a reasonable period of time. This shall apply accordingly if an option is granted, if other inquiries are received and the customer is not prepared to make a firm booking when asked by the hotel within a reasonable period of time.
- 9.2 If an advance payment or security deposit agreed or demanded in accordance with Clause 5.7 and/or Clause 5.8 is not made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.
- 9.3 Furthermore, the hotel is entitled to extraordinarily withdraw from the contract for objectively justified reasons, in particular if
 - a. force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract

- b. rooms or rooms are culpably booked with misleading or false information or concealment of material facts; material facts may include the identity of the customer, solvency or the purpose of the stay;
 - c. the hotel has reasonable grounds to believe that the use of the service may jeopardize the smooth operation, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organization;
 - d. the purpose or reason for the stay is unlawful;
 - e. there is a breach of the above-mentioned clause 1.2.
- 9.4 The justified withdrawal of the hotel does not entitle the customer to claim damages. Should the hotel have a claim for damages against the customer in the event of a withdrawal in accordance with the above clause 9.2 or 9.3, the hotel may charge a lump sum. Clause 8.3 shall apply accordingly in this case.

§ 10 Room provision, handover and return

- 10.1 The customer is not entitled to the provision of specific rooms unless this has been expressly agreed in text form.
- 10.2 Booked rooms are available to the customer from 2 p.m. on the agreed day of arrival. The customer is not entitled to earlier availability.
- 10.3 On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11.00 noon at the latest. Thereafter, the hotel may charge 50% of the full accommodation price (price according to the price list) for the late vacating of the room for its use in excess of the contract until 4 p.m., and 90% from 4 p.m. onwards. This shall not give rise to any contractual claims on the part of the customer. The customer is at liberty to prove that the hotel has no or a significantly lower claim to a usage fee.

§ 11 Liability of the hotel

- 11.1 The hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it is liable for other damages which are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of typical contractual obligations of the hotel. Typical contractual obligations are those obligations which make the proper execution of the contract possible in the first place and on the fulfillment of which the customer relies and may rely. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages are excluded, unless otherwise regulated in this clause 11. Should disruptions or defects occur in the hotel's services, the hotel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and minimize any possible damage.
- 11.2 The hotel is liable to the customer for items brought into the hotel in accordance with the statutory provisions. The hotel recommends the use of the hotel or room safe. If the customer wishes to bring in money, securities and valuables with a value of more than 800 euros or other items with a value of more than 3.500 euros, this requires a separate storage agreement with the hotel.
- 11.3 If the customer is provided with a parking space in the hotel garage or on the hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. In the event of loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents, the hotel shall only be liable in accordance with the above clause 11.1, sentences 1 to 4.
- 11.4 Wake-up calls are carried out by the hotel with the utmost care. Messages for customers are handled with care. After prior consultation with the customer, the hotel may accept, store and - upon request - forward mail and consignments

for a fee. The hotel shall only be liable in this respect in accordance with the above clause 11.1, sentences 1 to 4.

§ 12 Provision of substitute accommodation

- 12.1 The contract partner is not entitled to the use of specific rooms. If rooms are not available in the hotel, the hotel shall inform the contract partner of this without delay and offer an equivalent replacement in a nearby hotel of comparable quality. If the contract partner refuses, the hotel must immediately reimburse any services provided by the contract partner.
- 12.2 The hotel may provide the contract partner or the guests with adequate substitute accommodation (of the same quality) if this is reasonable for the contract partner, especially if the deviation is minor and objectively justified.
- 12.3 An objective justification is given, for example, if the room(s) has (have) become unusable, guests already accommodated extend their stay, there is an overbooking or other important operational measures necessitate this step.
- 12.4 Any additional expenses for the replacement accommodation shall be borne by the hotel.

§ 13 Keeping animals (only applies to dogs = pets)

- 13.1 Dogs may only be brought into the accommodation establishment with the prior consent of the hotel. The daily rate can be found in the reservation confirmation. Please note that not all room categories can be booked when accompanied by your pet. The guest must inform the hotel at the time of booking that they wish to travel with a pet. The guest may only bring their pet with them after written confirmation from the hotel.
- 13.2 The Contractual Partner who brings a pet is obliged to keep or supervise this pet properly during its stay or to have it kept or supervised by suitable third parties at its own expense.
- 13.3 The contractual partner or guest taking a pet with them must have appropriate animal liability insurance or personal liability insurance that also covers possible damage caused by pets. Proof of such insurance must be provided upon request by the hotel.
- 13.4 The Contractual Partner or its insurer shall be jointly and severally liable to the Hotel for any damage caused by pets brought into the Hotel. In particular, the damage shall also include any compensation payable by the Hotel to third parties.
- 13.5 Pets are not permitted in the restaurant rooms and wellness areas.

§ 14 Maintenance

The hotel reserves the right to carry out necessary maintenance and construction work during ongoing operations. Disruption to guests will always be kept to a minimum.

§ 15 Extension of the accommodation

- 15.1 The Contractual Partner shall not be entitled to an extension of their stay. If the contract partner announces his wish to extend his stay in good time, the hotel may agree to the extension of the accommodation contract. The hotel is under no obligation to do so.
- 15.2 If the Party is unable to leave the accommodating establishment on the day of departure because unforeseeable extraordinary circumstances (e.g. extreme snowfall, flooding, etc.) render all departure options closed or unusable, the Accommodation Agreement shall be automatically extended for the duration of the impossibility of departure. A reduction of the fee for this period is only possible if the contractual partner is unable to use the services offered by the accommodation provider in full due to the exceptional weather conditions.

§ 16 Termination of the Accommodation Agreement - Premature termination

- 16.1 If the Accommodation Agreement was concluded for a definite period of time, it shall end upon expiry of such period.
- 16.2 If the Contractual Partner departs prematurely, the Hotel shall be entitled to demand the full agreed remuneration. The hotel shall deduct what it has saved as a result of the non-utilization of its services or what it has received by renting the reserved rooms to other parties. Savings shall only be deemed to exist if the accommodation establishment is fully booked at the time of non-utilization of the rooms booked by the guest and the room can be rented to other guests due to the cancellation of the contracting party. The contractual partner shall bear the burden of proof of the savings.
- 16.3 If the accommodation contract was concluded for an indefinite period, the contracting parties may terminate the contract by 10.00 a.m. on the third day before the intended end of the contract.
- 16.4 The hotel is entitled to terminate the accommodation contract with immediate effect for good cause, in particular if the contractual partner or the guest
 - a. makes significantly detrimental use of the premises or, through his inconsiderate, offensive or otherwise grossly improper behavior towards the other guests, the owner, the owner's staff or third parties staying in the accommodation establishment, makes living together unpleasant or commits an act against property, morality or physical safety towards these persons that is punishable by law;
 - b. is afflicted by a contagious disease or an illness that extends beyond the period of accommodation or otherwise becomes in need of care;
 - c. fails to pay the submitted invoices when due within a reasonably set period (3 days).
- 16.5 If the fulfillment of the contract becomes impossible due to an event to be considered force majeure (e.g. natural disasters, strike, lockout, official decrees, etc.), the hotel may terminate the accommodation contract at any time without observing a notice period, provided that the contract is not already deemed terminated by law or the hotel is released from its obligation to provide accommodation. Any claims for damages etc. by the Contractual Partner are excluded.

§ 17 Obligation to register and data processing

- 17.1 In accordance with the new version of the Registration Act, the obligation for guests residing in Germany to fill out a registration form upon arrival will no longer apply from 2025. The hotel will therefore not collect any personal data from domestic guests as part of the previous registration obligation. However, the usual reservation data will still be required to process the stay, such as
 - a. Name
 - b. Contact details (telephone number, e-mail address)
 - c. Payment information
 - d. This data is used exclusively for the purpose of processing the stay, for contacting guests on specific occasions and for invoicing.
- 17.2 For guests residing outside Germany, the legal obligation to collect certain personal data remains in force. This includes
 - a. First name and surname
 - b. Date of birth
 - c. Nationality
 - d. Address of residence
 - e. Type and number of travel document (e.g. passport or identity card)
 - f. Date of arrival and departure

- g. This data is recorded in an electronic or physical registration form and stored in accordance with legal requirements.

17.3 The hotel processes the personal data exclusively within the framework of the applicable data protection laws and uses it only for the purposes of contract performance, billing and compliance with legal requirements.

§ 18 E-Invoices

18.1 From January 1, 2025, the EU Invoicing Directive stipulates that invoices in the B2B sector (business to business) must be sent in a structured electronic format or as a paper invoice. Invoices in PDF format will no longer be considered a regular invoice format from this date.

18.2 By signing the contract, the customer expressly agrees to receive invoices in PDF format, unless an alternative arrangement is made for a structured electronic invoice format or a paper invoice.

18.3 The consent to receive PDF invoices can be revoked in writing at any time. In this case, invoices shall be issued in the legally recognized format.

18.4 It is the customer's responsibility to ensure that the invoice format received complies with local legal requirements. Liability for tax or legal consequences arising from the use of PDF invoices is excluded.

§ 19 Final regulations

19.1 Amendments and additions to the contract, the acceptance of the application or these General Terms and Conditions should be made in text form. Unilateral amendments or additions are invalid.

19.2 If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction is Waldeck. However, the hotel may also choose to sue the customer at the customer's place of business. The same applies to customers who do not fall under sentence 1 if they do not have their registered office or place of residence in a member state of the EU.

19.3 All claims arising from contracts subject to these GTCs shall be governed by German law to the exclusion of the rules of private international law (in particular IPRG and EVÜ) and the UN Convention on Contracts for the International Sale of Goods.

19.4 Amendments or additions to the contract or these Terms and Conditions shall be made in text form. Unilateral amendments or additions by the customer are invalid.

19.5 Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions.

19.6 In accordance with the legal obligation, the hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>
However, the hotel does not participate in dispute resolution proceedings before consumer arbitration boards.

§ 20 Miscellaneous

20.1 The hotel is entitled to offset its own claims against claims of the contract partner. The contract partner is not entitled to set off its own claims against claims of the hotel unless the hotel is insolvent or the contract partner's claim has been established by a court or recognized by the hotel.

20.2 In the event of loopholes, the relevant statutory provisions shall apply.

20.3 The hotel does not accept 500-Euro / 1000-CHF bills or payments by check for payment of the price.