

Guest entrance requirement cottage v and the high Schwarzwald Tourismus GmbH (HTG)

Guest entrance requirement

The following terms and conditions are effective content lodging/accommodation Treaty coming into existence in the levied between the guest and the host/HTG agreed, and govern the contractual relationship between the guest and the host in addition to the statutory provisions. Please read through these conditions carefully.

1 conclusion of the contract

1.1. with the booking the guest, offers, if necessary, the guest recording contract the host according to previous non-binding the host about his accommodations and their current availability,. Basis of this offer are the description of the accommodation and the supplementary information in the booking basis (E.g. Description of place), as far as the guest at time of booking available.

1.3. the booking of the guest on all booking channels offered by your host, so orally, in writing, by telephone, by fax or by electronic means (E-Mail, Internet) is possible. For electronic bookings, the receipt of the booking will immediately confirm the guest electronically.

1.4. which contract is concluded with the Declaration of acceptance (confirmation) of the host's access. Acceptance requires no particular form, so that even oral and telephone confirmations for the guest and the host are legally binding.

1.5. in the case of rule will provide a written copy of the confirmation to the guest host on oral or telephone bookings. The validity of the guest accommodation contract does not depend however on such bookings access of the written copy of the booking confirmation.

1.6. does the host upon request of the guest before no binding booking confirmation, but submit a guest in turn firm offer, the contract is legally binding to able, when was of the guest without extensions, restrictions or other changes within a form specified by the host if necessary in the offer and deadline comes to the host.

Guest reception and placement conditions

2. payment

2.1. the maturity of the deposit and final payment depends on controlling with the guest or the client and in the booking confirmation. A special arrangement is not been taken, the entire price of accommodation including the fees for additional costs and additional services to the end of the stay is to pay payment due and the host.

2.2. which can host after a deposit require conclusion of a contract. Unless otherwise agreed in individual cases, it is 20% of the total price of the accommodation service and booked services. When foreign guests, always a deposit is due.

2.3. an agreed advance payment despite a reminder of the host with deadline is done by the guest or not completely, is the host, where he even to the provision of contractual services is willing and able, and if there is no legal or contractual right of retention of the guest shall be entitled to withdraw from the contract with the guest and these cancellation costs according to para. 6 of these conditions to charge.

3. Rücktritt and non-arrival

3.1. in case of withdrawal the claim of the host on payment of the agreed price of stay including the food share and the charges for additional services, continues to apply. The host has within the framework of his ordinary business operations, without obligation to special efforts and taking into account the particular nature of the accommodation (such as non-smoking rooms, family rooms) to seek a repurposing of the accommodation.

3.2. the host has become an alternative occupation and, as far as it is not possible to calculate expenditures.

3.3. According to the by the case-law were not required of the guest, or the client to the host each involved the following amounts of total price of accommodation services (including all extra costs), but excluding any taxes for tax has expenses, approved

percentages for the assessment to pay:

Apartments/accommodation

- self catering: 90%
- With breakfast: 80%
- Half-board: 70%
- Full Board: 60%

3.4. the guest / the principal remains expressly reserved it, the host to prove that its expenditures are much higher, above than the considered deductions, or that a repurposing of accommodation services or other services has taken place. In case of such proof of the guest, or the client are only obliged to pay the lower amount.

3.5. The conclusion of a travel cancellation insurance is strongly recommended.

3.6. the Declaration of withdrawal is posting technical reasons on the host, not to the HTG and should be made in writing on behalf of the guest.

4. obligations of the customer, cancellation by the host

4.1. who is committed immediately show any defects and errors to the host and to demand redress. A notification of the defect, which is done only to third parties, is not sufficient. The notification of defects is omitted, claims of the guest can be omitted entirely or partially.

4.2. who guest can cancel the contract only if significant defects or errors. He has previously the host in the context of notification of defects a reasonable period the remedy to, except that the remedy is impossible, is denied by the host or the immediate termination by a special, low interest of the guest host is justified for such reasons, the continuation of the stay the guest is objectively unreasonable.

5. limitation of liability

The hosts not liable for disturbances in connection with services, recognizable only mediated during the stay for the guest/client as external services (E.g., sporting events, theatre visits, exhibitions, etc.). The same applies to third-party services, mediated already together with the accommodation, unless they are marked in the tender, or the booking confirmation as third-party services.

6 limitation

6.1. contractual claims of the guest/client to the host or the HTG from the injury of life, body or health including contractual claims for damages, based on the negligent breach of duty or an intentional or negligent breach of duty by its legal representatives or vicarious agents, shall expire in three years. This also applies to claims for other damages, which are based on a negligent breach of duty of the host, or the HTG or vorsätzlichen or grossly negligent breach of duty by their legal representatives or vicarious agents.

6.2. all other contractual claims shall expire in a year.

6.3. which begins after the foregoing limitation should acquire each with the end of the year in which the claim arose and the guest/client of circumstances giving rise to the claim and the host, or the HTG learns as a debtor, or without gross negligence. The last day of the period on a Saturday, Sunday or a general holiday recognized at the Erklärungsort falls the next working day occurs where one such day.

6.4. hovering between the guest and the host, or the HTG is negotiating asserted claims or the circumstances substantiating the claim, the Statute of limitations inhibited until the guest or the host, or the HTG denied the continuation of the negotiations. The aforementioned limitation period of one year at the earliest occurs 3 months after the end of the inhibition.

7. governing law and Court of jurisdiction

7.1. the contractual relationship between the guest, the client and the host or the HTG exclusively German law shall apply. The same applies to the other legal relationship.

7.2: the guest, or the principal can sue the host, or the HTG only at its Office.

7.3. for actions of the host, or the HTG against the guest, or the principal residence of the customer is decisive. Lawsuits against guests, or contracting authorities who are

merchants, legal persons of under public or private law, or persons who have residence / place of business or habitual residence in a foreign country, or whose living / place of business or habitual residence at the time the legal action is not known, the seat of the hosts is agreed as place of jurisdiction.

7.4. the foregoing provisions shall not apply if and to the extent applicable, non-mandatory provisions of the European Union or other international provisions are applicable to the contract.

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