

General terms and conditions for „Schwarzenbach“

Landlords: Schlehdorn GmbH, Am Sommerberg 1, 79868 Feldberg

I. Scope of application

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation, as well as all services and deliveries provided by the hotel for the customer.
2. The subletting or re-letting of the leased rooms as well as their use for purposes other than accommodation require the prior written consent of the hotel, whereby Section 540 Paragraph 1 Clause 2 BGB is waived unless the customer is a consumer.
3. The customer's terms and conditions only apply if this has been expressly agreed in writing beforehand.

II. Conclusion of contract, partners; Limitation

1. The contract is concluded when the hotel accepts the customer's application. The hotel is free to confirm the room booking in writing.
2. Contractual partners are the hotel and the customer. If a third party has ordered for the customer, he is jointly and severally liable to the customer for all obligations arising from the hotel accommodation contract, provided the hotel has a corresponding declaration from the third party.
3. All claims against the hotel generally become statute-barred one year from the beginning of the knowledge-dependent regular limitation period of Section 199 (1) BGB. Claims for damages become statute-barred after five years regardless of knowledge. The shortening of the limitation period does not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.
4. We recommend taking out travel cancellation insurance.

III. Services, prices, payment, set-off

1. The hotel is obliged to keep the rooms reserved by the customer available and to provide the agreed services.
2. The customer is obliged to pay the applicable or agreed hotel prices for rooms provided and other services used by him. This also applies to services and expenses of the hotel to third parties initiated by the customer.
3. The agreed prices include the respective statutory value added tax. If the period between the conclusion of the contract and the fulfillment of the contract exceeds four months and the price generally charged by the hotel for such services increases, the hotel can increase the contractually agreed price appropriately, but no more than 5%.
4. The prices can also be changed by the hotel if the customer subsequently wishes to change the number of rooms booked, the hotel's services or the length of stay of the guests and the hotel agrees to this.
5. Hotel invoices without a due date are payable within 10 days of receipt of the invoice without deduction. The hotel is entitled to make accrued claims due at any time and to demand immediate payment. In the event of default in payment, the hotel is entitled to demand the respectively applicable statutory default interest in the amount of currently 8% or, in the case of legal transactions in which a consumer is involved, in the amount of 5% above the base interest rate. The hotel reserves the right to provide evidence of higher damage.
6. The hotel is entitled to request a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, taking into account the legal provisions for package tours. The amount of the advance payment and the payment dates can be agreed in writing in the contract.
7. The customer can only offset or reduce a claim by the hotel with an undisputed or legally binding claim.
8. Rebooking the reservation is free of charge! From the 2nd we charge a fee of € 30.00 per rebooking.

IV. Withdrawal by the customer (ie cancellation, cancellation) / failure to use the hotel's services

1. All withdrawals must be in written form.
2. Logis (up to 14 people – individual guest):
For hotel room bookings: Cancellation free of charge is possible up to the 21st day before arrival at the reserved hotel. If you withdraw after the 21st day, 80% of the room price will be charged as cancellation costs.

3. Accommodation (from 15 people – group arrangement):
For reservations of more than 15 people (group arrangement), the following cancellation and re-order deadlines apply
up to 90 days before arrival – complete cancellation possible
up to 45 days before arrival – up to 50% of the agreed accommodation nights
up to 30 days before arrival – up to 20% of the agreed lodging nights
up to 10 days before arrival – up to 10% of the agreed lodging nights
If the reservation includes more than 200 overnight stays, the aforementioned deadlines are extended by 10 days.

V. Withdrawal by the hotel

1. If the customer's right to withdraw free of charge within a certain period has been agreed in writing, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers about the contractually booked rooms and the customer upon request of the Hotels does not waive its right to withdraw.
2. If an agreed advance payment or an advance payment requested in accordance with Clause III No. 6 above 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.
3. Furthermore, the hotel is entitled to extraordinarily withdraw from the contract for an objectively justified reason, for example if a) force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;

- b) Rooms are booked with misleading or false information about essential facts, e.g. regarding the person of the customer or the purpose;
 - c) the hotel has justified cause to believe that the use of the hotel service could endanger the smooth business operations, the security or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization;
 - d) There is a violation of Clause I No. 2 above.
4. If the hotel is justified in withdrawing from the contract, the customer has no right to compensation.

VI. Payment – advance payment

1. For the reservation, the advance payment of half of the cost for 5 nights or 2 package deals for 3 full days can be requested.
2. If the advance payments requested by the hotel are not made by the requested date (if no appointment is made at least 90 days before arrival), this immediately releases the hotelier from any agreements made.

VII. Room provision , handover and return

1. The customer does not acquire the right to be provided specific rooms.
2. Booked rooms are available to the customer from 4 p.m. on the agreed arrival date. The customer has no right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 10:00 am on the agreed departure date. Thereafter, the hotel may, due to late vacating the room, for use beyond the contract until 6 p.m. Charge 50% of the full accommodation price (list price), from 6 p.m. 100%. This does not justify contractual claims by the customer. He is free to prove that the hotel has no or a significantly lower claim to usage fee.

VIII. Hotel liability

1. The hotel is liable for its obligations under the contract with the diligence of a prudent businessman. Customer claims for compensation are excluded. Excluded from this are damage resulting from injury to life, limb or health if the hotel is responsible for the breach of duty, other damage based on an intentional or grossly negligent breach of duty by the hotel and damage caused by an intentional or negligent breach of typical contractual obligations of the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Should disruptions or deficiencies in the hotel's services occur, the hotel will endeavor to remedy the situation if it becomes aware of this or if the customer complains immediately. The customer is obliged
2. The hotel is liable to the customer for items brought in according to the statutory provisions, that is up to one hundred times the room rate, up to a maximum of € 3,500, and for money, securities and valuables up to € 800. Money, securities and valuables can be up to a maximum value of € 20,000 can be stored in the hotel or up to a maximum value of € 2,000 in the room safe. The hotel recommends that you use this option. The liability claims expire if the customer does not notify the hotel immediately after gaining knowledge of loss, destruction or damage (Section 703 BGB). The above number 1 sentences 2 to 4 apply accordingly for further liability of the hotel.
3. If the customer is provided with a parking space in the hotel garage or on a hotel car park, even for a fee, this does not result in a custody contract. The hotel is not liable for loss of or damage to vehicles parked or maneuvered on the hotel property and their contents, except in the case of willful intent or gross negligence. The above number 1 sentences 2 to 4 apply accordingly.
4. Wake-up calls are carried out by the hotel with great care. Messages, mail and deliveries for guests are handled with care. The hotel will deliver, store and – on request – forward the same for a fee. The above number 1 sentences 2 to 4 apply accordingly.

IX. Final provisions

1. Changes or additions to the contract, the acceptance of applications or these terms and conditions for hotel accommodation should be made in writing. Unilateral changes or additions by the customer are invalid.
2. Place of fulfillment and payment is the seat of the hotel.
3. The exclusive place of jurisdiction – also for check and bill of exchange disputes – is the seat of the hotel in commercial transactions. If a contractual partner meets the requirements of Section 38 (2) ZPO and does not have a general place of jurisdiction in Germany, the place of jurisdiction is the seat of the hotel.
4. German law applies. The application of the UN sales law and the conflict of laws is excluded.
5. Should individual provisions of these general terms and conditions for hotel accommodation be or become ineffective or void, this shall not affect the validity of the remaining provisions. In addition, the statutory provisions apply.

Platform for online dispute resolution

Note on online dispute resolution in accordance with Art. 14 Para. 1 ODR-VO:

The European Commission provides a platform for online dispute resolution (OS), which you can find at <https://ec.europa.eu/consumers/odr/>.