

GENERAL BOOKING CONDITIONS

HOTEL BAREISS GMBH

(“BOOKING CONDITIONS”)

§ 1 SCOPE OF APPLICATION

1. These Booking Conditions apply to the reservation and rental of hotel rooms and the provision of associated services. Package tours are not subject to these Booking Conditions.
2. Contracts are made between Hotel Bareiss GmbH, Hermine-Bareiss-Weg 1 (formerly Gärtenbühlweg 14), 72270 Baiersbronn-Mitteltal, Germany, AG Stuttgart, HRB 430838 (hereinafter **“Hotel”** or **“we”**) and the Hotel client who places the booking (**“Client”** or **“you”**).
3. These Booking Conditions shall apply irrespective of whether the Client is a consumer or an entrepreneur. As defined by § 13 of the German Civil Code (BGB), a **“consumer”** is any natural person who enters into the contract for purposes that predominantly are outside his or her business activities, including self-employed capacity. As defined by BGB § 14, an **“entrepreneur”** is a natural or legal person or a partnership with legal personality who or which, when entering into the contract, acts in exercise of his, her, or its business or profession, including self-employed capacity.
4. Any contractual terms or conditions provided by the Client shall not be accepted. This shall apply even if we do not expressly object to the inclusion of such terms or conditions when accepting a booking.
5. These Booking Conditions set forth no provisions with regard to the period within which we may accept your booking. In this respect, therefore, the statutory provisions of BGB § 147 Paragraph 2 apply, according to which a contractual offer can be accepted only up to the point in time at which the offering party may expect to receive the response under normal circumstances.
6. We confirm the receipt of bookings made through the booking portal on our website immediately by e-mail, in accordance with statutory requirements. Such an e-mail does not constitute a binding acceptance of the booking unless, in addition to confirming receipt, it also declares acceptance of the booking.
7. Please note that, in accordance with the law, we do not store the contract text after the contract has been entered into. The contract text is therefore not accessible to you through the booking portal on our website after your booking or order. However, you will receive the booking data and these Booking Conditions by e-mail with the confirmation of receipt in accordance with Paragraph 4. You can also view our Booking Conditions on our website or request them from us.
8. We would also like to point out that, in accordance with the law, contracts can be entered into through the booking portal on our website in German, English, or French.

§ 2 CONTRACT

1. By presenting and advertising our services and products on our website, in brochures or the like, we do not make a binding contractual offer. A contract is entered into only when we accept your booking by means of a statement of acceptance or by conclusive behaviour, e.g. by the provision of services or delivery.
2. You can place a binding booking through the booking portal on our website by clicking on the button “book with payment obligation” (or a button marked in a sim-

§ 3 PRICES, PAYMENT TERMS, SET-OFFS

1. All prices shown on the booking portal of our website or in price lists or the like are gross prices that include statutory VAT and other fees. Any applicable visitor's tax, which is to be collected by us and paid to the municipality, shall be added. Should applicable taxes or fees be increased or introduced between the initiation and fulfilment of the contract, the prices shall be in-

creased accordingly; however, this shall apply only to consumers if more than four months pass between the initiation and fulfilment of the contract.

2. The available payment methods are those shown in the booking portal.
3. You are not entitled to claim any set-off against our receivables unless your claim has been legally established or is undisputed.

§ 4 CLIENT'S RIGHT OF RESCISSION (CANCELLATION); NO-SHOWS

1. Contracts entered into with the Hotel for accommodation in booked rooms are binding. As set forth by law (BGB § 312g Paragraph 2 No. 9), consumers are not entitled to a right of rescission with regard to such contracts, including distance contracts, e.g. those made through the booking portal on our website, by telephone, or by e-mail.
2. However, unless otherwise contractually agreed, the Client may withdraw from a contract for a booked hotel room in accordance with the following provisions.
 - a) Rescission is deemed valid only if it is declared in writing or in text form, e.g. by e-mail.
 - b) If the Client cancels at the latest three weeks before the agreed date of arrival, he or she shall not owe any payment. This does not apply to contracts for stays which lie wholly or partly in the period between (and including) December 21 and December 31; the Client may withdraw from such contracts only in accordance with Letter c).
 - c) If the Client cancels the reservation after the expiry of the aforementioned deadline but no later than one day before the agreed date of arrival, the Client shall owe 80% of the agreed sum. In the event that the room is let to another party, the Hotel shall deduct any revenue thereby generated from the sum owed by the Client pursuant to the previous sentence.
3. Any further legal rights of rescission shall remain unaffected.
4. If the Client fails to arrive at the latest by 11:00 p.m. on the agreed day of arrival and does not announce a later arrival by this time, the Client shall remain obliged to

pay the full amount. In this case, the Hotel shall be entitled to let the booked room(s) to another party. In the event that the room(s) is/are let to another party, the Hotel shall deduct any revenue thereby generated from the sum owed by the Client pursuant to Sentence 1.

§ 5 HOTEL'S RIGHT OF RESCISSION

1. We may rescind contracts with Clients for booked hotel rooms in accordance with the following provisions.
 - a) Rescission is deemed valid only if it is declared in writing or in text form, e.g. by e-mail.
 - b) The Hotel may rescind a contract for a booked hotel room as long as the Client is entitled to rescind the contract without any payment obligation and the Client does not waive his right of rescission within a reasonable period of time after request by the Hotel in the event of booking requests by other Clients.
 - c) The Hotel may also rescind a contract for a booked hotel room or, in the case of a stay that has already begun, terminate the contract if the Client is in default with a due payment (e.g. advance deposit or agreed payment in advance) and fails to make the payment within a reasonable period of time.
 - d) The Hotel shall furthermore have the right to rescind or terminate the contract if there is good cause for doing so or if (continued) letting is impossible or unreasonable for the Hotel for practical or legal reasons, e.g. in cases of force majeure, in the event that false contractual information has been provided by the Client at the time of booking, e.g. regarding the Client's identity, creditworthiness, or purpose of stay, in the event of an illegal purpose of stay or other legal violations by the Client, or if there are concrete indications that the Client's stay may more than insignificantly impair the safe or smooth operation of the Hotel or the reputation of the Hotel for reasons for which the Hotel is not responsible.
2. Any further legal rights of rescission or termination shall remain unaffected.

§ 6 PROVISION AND USE OF ROOMS

1. Unless agreed in writing or in text form, the Client is not entitled to claim the provision of specific rooms.
2. Booked rooms are available to the Client from 3:00 p.m. on the agreed day of arrival and must be vacated by the Client no later than 11:00 a.m. on the agreed day of departure.
3. Rooms provided may be used only for the purpose of accommodation by the persons indicated at the time of booking or check-in.
4. Subletting or re-letting of hotel rooms provided is not permitted without the prior written consent or consent declared in text form by the Hotel.

§ 7 NO RIGHT OF WITHDRAWAL

Please note that, according to the law, consumers are not entitled to a right of withdrawal from contracts for accommodation in rooms booked off premises (e.g. through the booking portal on our website, by telephone, by e-mail, by post or by fax) in accordance with the statutory provisions (BGB § 312g Paragraph 2 No. 9).

§ 8 LIABILITY

1. We shall be liable to you for all cases of contractual and non-contractual liability for damages or reimbursement of expenses incurred as a result of wilful misconduct or gross negligence as defined by law. Otherwise, we shall be liable – unless stipulated otherwise in Paragraph 2 – only in the event of a breach of a contractual obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which you as Client may normally rely, and limited to compensation for foreseeable and typical damages. In all other cases, our liability is excluded, subject to the provisions of Paragraph 2.
2. Our liability for claims arising from injury to life, limb or health, for any guarantees assumed, and under the Product Liability Act shall remain unaffected by the aforementioned limitations and exclusions of liability.
3. The aforementioned liability provisions shall also

apply in cases in which you may be entitled to claim damages or reimbursement of expenses incurred due to material defects or defects of title as defined by law.

§ 9 APPLICABLE LAW AND JURISDICTION

1. German law shall apply, with the exception of conflicting legal provisions and the UN Sales Convention. If you have placed a booking as a consumer and your normal place of residence at the time of booking is in another country, the application of mandatory legal provisions of that country remains unaffected by the choice of law stated in Sentence 1.
2. For disputes arising from or in connection with bookings by businesspersons, legal entities of public law, or special bodies under public law, the courts with local jurisdiction for the registered office of the Hotel shall have exclusive jurisdiction; in this case, however, we may also file suit at the general place of jurisdiction of the Client. Otherwise, the applicable legal provisions of the local and international jurisdiction shall apply.

Hotel Bareiss GmbH, 1 February 2022