



**General Terms and Conditions of „Berggasthaus Präger Böden“
as of 2024**

§ 1 Area of application

- (1) These terms and conditions apply to contracts for the rental of hotel rooms for accommodation, as well as all other services and deliveries provided by the „Berggasthaus Präger Böden“ for the customer.
- (2) The subletting or further rental of the rooms provided, as well as their use for purposes other than accommodation requires the prior written consent of the „Berggasthaus Präger Böden“.
- (3) The customer's terms and conditions only apply if this has been expressly agreed in writing beforehand.

§ 2 Conclusion of contract, contract partner, limitation period

- (1) The contract is concluded when the „Berggasthaus Präger Böden“ accepts the customer's application. This means that a hotel accommodation contract is concluded as soon as the customer orders by telephone and the „Berggasthaus“ confirms the booking in writing.
- (2) The contracting parties are the „Berggasthaus Präger Böden“ and the customer. If a third party has booked for the customer, they are jointly and severally liable to the „Berggasthaus Präger Böden“ together with the customer for all obligations arising from the hotel accommodation contract, provided that the „Berggasthaus“ has received a corresponding declaration from the third party.
- (3) All claims against „Berggasthaus Präger Böden“ generally expire in one year from the start of the regular limitation period, which is dependent on knowledge. Claims for damages expire in 5 years, regardless of knowledge. The shortened limitation periods do not apply to claims based on an intentional or grossly negligent breach of duty by the „Berggasthaus Präger Böden“.

§ 3 Services, prices, payment, contesting

- (1) The „Berggasthaus Präger Böden“ is obliged to keep the rooms booked by the customer ready and to provide the agreed services.

(2) The customer is obliged to pay the applicable or agreed prices of the „Berggasthaus Präger Böden“ for the provision of the room and the other services used by him. This also applies to services and expenses incurred by the „Berggasthaus Präger Böden“ for third parties at the customer's request.

(3) The agreed prices include the respective statutory MwSt. If the period between conclusion of the contract and fulfillment of the contract exceeds 4 months and the price generally charged by the „Berggasthaus Präger Böden“ for such services increases, the „Berggasthaus Präger Böden“ can increase the contractually agreed price appropriately, but by no more than 5%.

(4) The prices can also be changed by the „Berggasthaus Präger Böden“ if the customer subsequently requests changes to the number of rooms booked, the inn's services or the length of stay of the guests and the „Berggasthaus Präger Böden“ agrees to this.

(5) Invoices from the „Berggasthaus Präger Böden“ without a due date are payable within 10 days of receipt of the invoice without deduction. The „Berggasthaus Präger Böden“ is entitled to make accrued claims due at any time and to demand immediate payment. In the event of late payment, the „Berggasthaus Präger Böden“ is entitled to demand the applicable statutory default interest of currently 8% or, in the case of legal transactions involving a consumer, 5% above the base interest rate. The „Berggasthaus Präger Böden“ reserves the right to prove that the damage is bigger.

(6) The „Berggasthaus Präger Böden“ is entitled to demand an appropriate advance payment or security upon conclusion of the contract or thereafter, taking into account the legal provisions for package deals. 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 from the „Berggasthaus Präger Böden“ with an undisputed or legally binding claim.

§ 4 Withdrawal by the customer (cancellation) / failure to use the inn's services (no show)

(1) If the customer withdraws from the contract concluded with the „Berggasthaus Präger Böden“, the written consent of the „Berggasthaus Präger Böden“ is required. If this is not given, the agreed price from the contract must be paid even if the customer does not use the contractual services. This does not apply if the „Berggasthaus Präger Böden“ violates its obligation to take into account the rights, legal interests and interests of the customer, if the customer can no longer be expected to adhere to the contract or if another legal or contractual right of withdrawal is granted.

(2) If a date for free withdrawal from the contract has been agreed in writing between the „Berggasthaus Präger Böden“ and the customer, the customer can withdraw from the contract up to

that date without triggering any payment or compensation claims from the „Berggasthaus Präger Böden“. The customer's right of withdrawal expires if he does not exercise his right of withdrawal in writing to the „Berggasthaus Präger Böden“ by the agreed date, unless there is a case of withdrawal by the customer in accordance with § 1 paragraph 3.

(3) If the customer does not use the rooms, the „Berggasthaus Präger Böden“ must take into account the income from renting the rooms to other parties and the expenses saved.

(4) The „Berggasthaus Präger Böden“ is free to demand the contractually agreed remuneration and to deduct the expenses saved as a lump sum. In the case of cancellations up to 14 days before arrival, no obligations arise for the customer, but he is obliged to pay 70% of the contractually agreed price from the 13th to the 5th day before arrival and 90% from the 4th to the day of arrival. The full price for the overnight stay is due on the day of arrival.

(5) The customer is free to provide evidence that the above-mentioned claim did not arise or did not arise to the amount demanded.

§ 5 Withdrawal by the inn

(1) If a free right of withdrawal for the customer within a certain period of time has been agreed in writing, the „Berggasthaus Präger Böden“ is entitled to withdraw from the contract during this period if other customers request the contractually booked rooms and the customer does not waive his right of withdrawal when asked by the „Berggasthaus Präger Böden“.

(2) If an advance payment agreed or requested above in accordance with § 3 paragraph 6 is not made even after the expiry of a reasonable grace period set by the „Berggasthaus Präger Böden“, the „Berggasthaus Präger Böden“ is also entitled to withdraw from the contract.

(3) Furthermore, the „Berggasthaus Präger Böden“ is entitled to withdraw from the contract for good cause for objectively justified reasons, for example if

- act of nature beyond control or other circumstances beyond the control of the „Berggasthaus Präger Böden“ makes the fulfillment of the contract impossible;
- rooms are booked with misleading or false information about essential facts, e.g. the identity of the customer or the purpose;
- the „Berggasthaus Präger Böden“ has reasonable grounds to believe that the use of the inn's service could endanger the smooth running of the business, the safety or the reputation of the inn in the public eye, without this being attributable to the control or organization of the „Berggasthaus Präger Böden“;
- there is a violation of § 1 Paragraph 2.

(4) If the „Berggasthaus Präger Böden“ withdraws for legitimate reasons, the customer is not entitled to compensation.

§ 6 Room appropriation, handover and return

(1) The customer does not acquire any right to the appropriation of specific rooms.

(2) Booked rooms are available to the customer from 4 p.m. on the agreed day of arrival.

(3) The customer has no right to earlier appropriation.

(4) On the agreed day of departure, the rooms must be vacated and made available to the inn by 10 a.m. at the latest. After that, due to the late vacating of the room, the mountain inn can charge 50% of the full accommodation price (list price) for the use of the room beyond the contractual term until 3 p.m., and 100% from 6 p.m. This does not give rise to any contractual claims by the customer. The customer is free to prove that the „Berggasthaus Präger Böden“ has no or a significantly lower claim to usage fees.

§ 7 Liability of the inn

(1) The „Berggasthaus Präger Böden“ is liable for its contractual obligations with the care of a prudent businessman. Claims by the customer for damages are excluded. Excluded from this are damages resulting from injury to life, body or health if the inn is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by the Berggasthaus, and damages based on an intentional or negligent breach of typical contractual obligations by the „Berggasthaus Präger Böden“. A breach of duty by the „Berggasthaus Präger Böden“ is equivalent to that of a legal representative or vicarious agent. If disruptions or defects in the services of the inn occur, the „Berggasthaus Präger Böden“ will endeavor to remedy the situation upon knowledge of the problem or upon immediate complaint by the customer. The customer is obliged to do what is reasonable to remedy the problem and to minimize any possible damage.

(2) The „Berggasthaus Präger Böden“ is liable to the customer for items brought in according to the statutory provisions, i.e. up to one hundred times the room price, a maximum of € 3,500.00, as well as for money, securities and valuables up to € 800.00. Liability claims expire if the customer does not immediately report the loss, destruction or damage to the „Berggasthaus Präger Böden“ after becoming aware of it (Section 703 of the German Civil Code). The above § 1 paragraph 2 to 4 apply accordingly to any further liability of the Berggasthaus Präger Böden.

(3) If the customer is provided with a parking space, even for a fee, this does not constitute a storage contract. The „Berggasthaus Präger Böden“ is not liable for the loss or damage of motor vehicles and other means of transport (bicycles, e-bikes, etc.) parked or maneuvered on the premises of the inn and their contents.

(4) Messages, mail and goods for guests are handled with care. The „Berggasthaus Präger Böden“ is accepting the delivery, storage and - if requested - forwarding of the same for a fee. The above §1 paragraph 2 to 4 apply accordingly.

§ 8 Final provisions

(1) Changes or additions to the contract, the acceptance of the application or these terms and conditions for accommodation must be made in writing. Unilateral changes or additions by the customer are invalid.

(2) The place of performance and payment is the registered office of the „Berggasthaus Präger Böden“.

(3) The exclusive place of jurisdiction - also for check and bill of exchange disputes - in commercial transactions is Todtnau.

(4) German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.

(5) Should individual provisions of these general terms and conditions for accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. Otherwise, the statutory provisions apply.

(6) Obligation to provide information in accordance with the Consumer Dispute Settlement Act: The „Berggasthaus Präger Böden“ is neither willing nor obliged to participate in dispute settlement proceedings before a consumer arbitration board.