

General Terms and Conditions for accommodation; as at 2/2014 SCHWARZWALD PANORAMA, Bad Herrenalb

1. The request enters into force through the order confirmation from the hotel to the customer (standard description for orderer, organiser, guest, etc.). These General Terms and Conditions are a component of the contract; they apply to all services of the hotel, in particular to letting hotel rooms, conference, banqueting and other rooms of the hotel (hereinafter referred to as services). If a third party has placed an order to a customer, it shall be liable to the hotel with the customer as joint debtors. The hotel can demand an appropriate prepayment from the customer and / or third party. Subletting or onward-letting requires the written consent of the hotel.

2. The prices are determined according to the price list applicable at the time the services are provided. If fixed prices are stated in the order confirmation, and there are more than 4 months between the contract being concluded and the provision of the services, the hotel reserves the right to adjust the prices. If a minimum revenue has been agreed and this is not reached, the hotel can demand 60 % of the difference as lost profits, insofar as the customer does not demonstrate lower lost profits or the hotel demonstrates higher lost profits.

3. Reservations - also those made for a customer who is a travel operator - which initially only bind the hotel (options), are available for the free sale again after expiry of the deadline (option date). After there are no rights for room, performance and rate.

4. For booked / rented rooms, which will be cancelled after 06:00p.m. (local hotel time), the agreed fee (total amount) is payable. Furthermore we will charge 100% of the total amount in case the guest will not show on arrival day.

Booked / rented rooms, which will be cancelled until 06:00p.m. (local hotel time), there will be no charges for the room rate.

Cancellation must be made in writing.

5. For events which extend beyond the agreed period, or after 24:00 hours till maximum 3:00 a. m., the hotel shall also charge additional costs for family celebrations, such as weddings, etc., in particular for subsequent events and staff.

6.
a) The hotel endeavours to carry out alarm call requests with great care.
b) Messages, post and packages for the customer are treated with due care and attention. The hotel stores, delivers and - upon request for a fee - forwards the same.
c) Items left behind are only returned to the customer upon request and at the customer's risk and cost. The hotel keeps the items for six months and charges an appropriate fee for this. Thereafter, the items are handed to the local lost property office, insofar as the items have an apparent visible value.
d) Any liability for the hotel according to a) - c) is excluded.

7. Insofar as the customer is provided with a car parking space in the hotel garage or car park, also for a fee, this shall not justify a contract of safe custody. The hotel does not have a duty to monitor the vehicle. The hotel is only liable for direct damage to the vehicle, which is due to a defect to the car park already existing when the car parking space was provided, within specific damage according to the insurance. The damage must be reported to the hotel no later than when leaving the hotel property.

8. The hotel is only liable for due care and attention. If faults or defects to the hotel's services occur, the hotel shall attempt to help immediately the customer complaints. No. 7 and Sections 701 et.seq. BGB notwithstanding, the hotel is only liable in the event of culpable or gross negligence by the statutory representatives or management employees of the hotel. Safe custody requires express agreement. Offsetting, reducing or retaining is only permitted for customers in the case of uncontested or legally upheld counter claims. Any liability for the hotel - Sections 701 et.seq. BGB notwithstanding - is limited to the amount of the agreed rent. The expiration period for all claims by the customer is 6 months from the end of the contract. This liability restriction and short expiration period applies to the hotel, also in the event of a breach of duties in the course of contract negotiations, positive breach of contract and unallowed actions.

9. In the case of force majeure (fire, strike, etc.) or in the event of other problems, for which the hotel is not at fault, in particular those outside the hotel's sphere of influence, the hotel reserves the right to withdraw from the contract without the customer being entitled to compensation, for example.

10. For damage or losses occurring during the term of the contract, the customer is liable to the hotel insofar as the damage is not within the hotel's area of responsibility, or was caused by a third party and the third party actually pays compensation, which must be demonstrated by the customer.

11. The hanging of decorations or other items is not permitted without the hotel's consent. These items must correspond with the local fire safety requirements.

12. The customer must obtain official permission required for an event in advance and at its own cost. The customer is responsible for complying with the official requirements and other provisions. For fees payable to third parties for the event, notably GEMA fees, entertainment tax etc., it shall pay these directly to the creditor.

13. Insofar as the hotel procures technical or other equipment from third parties for the customer, it acts in the name and on account of the customer, who shall be liable for the due care and proper return of the equipment and shall indemnify the hotel from all third party claims from the transfer.

14. In principle, the customer may not provide its own food and drink at events. In special cases (e.g. national specialities), a written agreement can be concluded for this; at least a service fee or corkage shall be charged.

15. Newspaper advertisements, other advertising measures and publications, which contain a reference to the hotel and / or invitations to presentations or sales events, for example, in principle require the written consent of the hotel. If a publication is made without such consent and this significantly affects the interests of the hotel, for additional services the hotel reserves the right to cancel the event. In this case, No. 4 of the General Terms and Conditions (payment of rent and appropriate remuneration) shall apply, along with the annex to these conditions.

16. Booked rooms are available to the customer from 15:00 hours. They must be vacated on the day of departure by 11:00 hours at the latest. Unless a later arrival time has been expressly agreed, the hotel reserves the right to let booked rooms to other customers after 18.00 hours, without the customer being entitled to compensation. The customer does not purchase an entitlement to specific rooms or premises. If these are promised in the order confirmation, but are not available, the hotel shall endeavour to provide equivalent replacement in the building or in other properties.

17. Invoices without a payment date are payable within 10 days from the invoice date; default shall occur upon receipt of the first reminder. From the start of default, the invoice amount shall accrue interest at 4% above the Bundesbank discount rate, if the hotel or the customer does not demonstrate a higher or lower default loss. A reminder fee of €5.00 shall be charged for each reminder after the start of default.

18. Place of performance and place of jurisdiction for both parties is the location of the hotel.

19. To be valid, different or incidental agreements must be in writing. If individual conditions of the contract - including these General Terms and Conditions - are invalid, this shall not affect the validity of the remaining conditions. The parties shall immediately replace the invalid conditions with others which come as close to possible as the invalid ones in terms of content.

20. Massage and beauty appointments already booked can only be cancelled up to 24 hours before arrival. 100% of the costs shall be charged for shorter-notice cancellations.