



# GENERAL TERMS AND CONDITIONS



HOTEL | BISTRO | RESTAURANT



## General terms and conditions

### Hotel Grenzfall

a company of the  
Lobetaler Inklusionsbetriebe gGmbH

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## §1 Accommodation contract

The accommodation contract is concluded as soon as the room reservation has been made and confirmed orally or in writing. By conclusion of the accommodation contract, the parties involved are obliged to meet its conditions independent of the period for which the contract was concluded.

### **Cancellation policy:**

You will only be charged for cancellations if the room cannot be resold and if other guests had to be turned away in order to reserve the room for you.

- Non-guaranteed reservations become invalid by 6:00 pm local time on day of arrival. In this case, a cancellation will not be required.
- Reservations guaranteed by credit card may be cancelled until 06:00 pm local time on day of arrival. Cancellations later than 6:00 pm local time on day of arrival will incur a charge equivalent to the first night of your booking. Booked stays during events and fairs are subject to a cancellation period of 14 days prior to the day of arrival (6:00 pm local time).
- If special rates have been agreed, the cancellation charge will be up to 100 %.

Other agreements require confirmation in writing.

## §2 Late arrivals

**Please, inform us if you intend to arrive later than 6:00 pm.** For bookings made orally and not guaranteed by credit card, the hotel reserves the right of reselling the room(s) to other guests after 6:00 pm in order to spare you above cancellation charges, which will be required if the room remains unsold.

Without written confirmation of the reservation and without guarantee by credit card, bookings will become invalid.

## §3 Arrival and departure times

Reserved rooms are available to the guest from 2:00 pm on day of arrival until 11:00 am on day of departure. Changes regarding the access and vacate times require prior agreement. Even in case of agreed changes, the guest acquires no contractual right to use the room(s) outside said access and vacate times. **If the room is vacated later than 1:00 pm, the hotel reserves the right to charge the equivalent to a further night's stay.** The rate for a day room is derived from the indicated room rate.

## §4 Force majeure

Furthermore, the hotel reserves the right to withdraw from the contract without any liability to compensation claims by the client in case of force majeure or other reasons it cannot be held responsible for.

## §5 Provision of services

The hotel is obliged to provide the services ordered by the organizer and confirmed by the hotel.

## §6 Payment obligation

The organizer is obliged to pay the rates agreed with the hotel.

## §7 We endeavour to fulfil your wishes

Especially when rooms were booked online or shortly before the day of arrival, we might not be able to fulfil every wish in full. In order to ascertain that your wishes can be met, please, book by telephone under: **030/343 333 00.**

## §8 Non-Smoking policy/Alerting the fire station in case of fire

**Smoking is prohibited throughout the entire hotel.** Guests smoking in the room despite this will be charged a cleaning fee (curtains, furniture, etc.) of 50,00 Euro. If the room cannot be sold afterwards due to strong smoke odours, the guest will be charged the equivalent to a further night's stay in this room. **All premises and guest rooms are equipped with smoke detectors connected with the control and indicating equipment of a fire detection and alarm system. The guest responsible for a false fire alarm will be fully charged with any incurring costs, e.g. for alerting the fire brigade and/or for restoring the operational condition.**

## **§9 Pets**

On request, a small pet or dog is allowed to stay if its owner pays a cleaning fee of 20,00 Euro per stay. In the case of larger and/or long-haired pets/dogs, the hotel reserves the right to charge a higher cleaning fee.

The owner of the pet/dog is fully liable for any damages caused by his/her animal.

## **§10 Lost property**

Items left behind will only be forwarded to the guest on his/her request and at his/her risk and expense.

## **§11 Damages/Losses**

The guest is fully liable for any damages and/or losses, e.g. damages to premises or loss of items, incurring during the period of contract unless they fall under the hotel's responsibility as to be proven by the guest.

## **§12 Information obligation regarding events**

The organizer is obliged to inform the hotel without delay or request, but not after the conclusion of contract, if the event has a political, religious or other purpose which might impair the matters and/or reputation of the hotel. All newspaper adverts, other advertisement means and publications referring to the hotel (e.g. sales events, job interviews, etc.) require explicit consent in writing. In case of violation of this information obligation or publications without said consent, the hotel reserves the right to cancel the event.

## **§13 Payment conditions**

Hotel bills are to be paid on departure. Subject to written agreement, the payment of bills may be deferred; they are then payable in full by bank transfer within ten days after date of delivery. In case of delayed payment, the hotel is entitled to charge interest at 5% above the discount rate of the Bundesbank.

For reminders, we charge a fine of 5,00 Euro each.

## §14 Rates

Our rates are final rates including Value Added Tax. In case of long term bookings, we reserve the right of post calculations according to market conditions and season.

## §15 Agreement on internet access via LAN and/or WLAN

### 1. Permission of the joint use of internet access

The hotel owner operates an internet access via LAN and WLAN. He gives the guest permission for internet access for the duration of stay. The permission for joint use is a service the hotel provides and may withdraw at any time. The log-in into our system means that the guest agrees to the conditions of use according to §15.

The guest is not entitled to forward the permission for internet access via LAN or WLAN to other persons. The responsibility for the data transferred remains with the recipient of the password.

The owner does not guarantee the actual availability or reliability of the internet access for any purpose. He reserves the right to render the internet access completely, partly or temporarily inoperable, to admit other co-users, and to limit the guest's access completely, partly or temporarily or to exclude him/her from access. The owner particularly reserves the right to bar the access to certain websites or internet services via WLAN (e.g. presenting violent or pornographic content or subject to charge) at his own discretion at any time.

Gaining all technical and organizational means for using the internet is the sole responsibility of the co-user.

### 2. Access data

Access is gained by entering user name and password. The access data (user name and password) are intended for personal use and the duration of stay only. They must not be forwarded to third parties. The guest is obliged to keep the received access data secret. The owner reserves the right to change the access code at any time.

### 3. Internet related risks, limitation of liability

The guest shall note that LAN and WLAN provide merely the internet access. Anti-virus programmes and firewall are not provided. The data transfer during internet use is unencrypted. Thus, data may be visible to others. The owner explicitly points out the risk of malware (e.g. viruses, Trojans, worms, etc.) entering the terminal device when using the internet.

The internet is used at the guest's own risk. The owner is not liable for damages to the guest's terminal device due to the use of the internet access unless these damages have been caused by intent or gross negligence.

#### **4. Responsibility and disclaimer**

The data transferred via LAN and/or WLAN, any costs for internet services subject to charge and acquired obligations are the sole responsibility of the guest. The guest is fully liable for any costs resulting from internet services subject to charge or other acquired obligations.

#### **5. Recording of usage data**

In compliance with § 113a TKG (BGBL), the operator is obliged to record all usage data and to retain these records for a duration of 6 months. After the end of this period, all usage data are deleted.

#### **6. Safety**

Data transfer is free of charge but unencrypted.

Please note that data may be visible to others.

Please, take particular care when transferring secret or confidential data.

The WLAN merely provides the internet access. The owner does not check the contents retrieved, especially regarding malware. The internet is used at the guest's own risk. The owner explicitly points out the risk of malware (e.g. viruses, Trojans, worms, etc.) entering the terminal device when using the internet.

#### **7. Responsibility and disclaimer**

The data transferred via the internet, costs for internet services subject to charge, and legal business conclusions are the sole responsibility of the guest. The guest is fully liable for any costs resulting from internet services subject to charge or other acquired liabilities. The guest is obliged to observe the applicable laws and regulations.

In particular, the guest shall:

- not use the internet access for the retrieval and/or distribution of unethical and/or illegal contents;
- not illegally copy, distribute, and/or provide material protected by copyright;
- observe applicable provisions for the protection of minors;
- not transfer nor distribute molesting, slanderous, and/or menacing contents;
- not use the internet access for transferring bulk messages (spam) and/or other forms of illegitimate advertisement.

The co-user disclaims the hotel owner from any damages and third party compensation claims due to the co-user's illegal use of the WLAN and/or the breach of agreement terms, including any costs and efforts for associated claims and/or defences.

If the guest identifies or may be expected to identify the occurrence or immediate risk of such violations, he/she shall inform the hotel accordingly.

## **§ 16 dispute resolution procedures to §36 VSBG**

The Hotel Grenzfall is not prepared to participate in an alternative dispute resolution procedure pursuant to §36 VSBG.

Management Hotel Grenzfall