

General terms and conditions for the accommodation contract

I. Definition and scope

1. These terms and conditions apply to contracts for the rental of apartments, individual rooms, lounge, communal and garden areas for accommodation, as well as all further services and deliveries provided by the accommodation facility for the customer "Apartment Lichtenwald", Am Freien Feld 20, 73669 Lichtenwald.
2. Customer within the meaning of the following general terms and conditions is any natural and legal person that has one with the accommodation facility "Apartment Lichtenwald" Concludes accommodation contract and / or services in connection with the Ordered and availed of the accommodation contract.
3. Subletting or subletting the areas listed in Clause I, No. 1 and their Use for purposes other than accommodation requires prior written consent of the guest house "Apartment Lichtenwald".
4. The customer's terms and conditions only apply if expressly stated in advance was agreed in writing.

II. Conclusion of contract, contractual partner; Statute of limitations

1. The accommodation contract is considered concluded when an apartment or other areas of the guest house "Apartment Lichtenwald" listed in Clause I, No. 1 is assumed, whereby the parties do not yet have all essential parts of the contract have to agree. This is done through a binding booking, which is also through an email can come about. "Apartment Lichtenwald" is free to book the apartment to be confirmed in writing.
2. Contract partners are "Apartment Lichtenwald" and the customer. Has a third party for the customer ordered, he is liable to "Apartment Lichtenwald" together with the customer as Joint and several debtors for all obligations from the accommodation contract.
3. All claims against "Apartment Lichtenwald" generally become statute-barred one year from Beginning of the knowledge-dependent regular limitation period of § 199 Paragraph 1 BGB. Claims for damages become statute-barred after five years regardless of knowledge. The statute of limitations Reductions do not apply to claims based on intentional or grossly negligent Breach of duty by the guest house.

III. Services, prices, payment, offsetting

1. The guest house "Apartment Lichtenwald" is obliged to use the apartments booked by the customer as well as other areas listed in Clause I, No. 1 and the agreed To provide services.
2. The customer is obliged to pay for the apartment rental and others in Clause I, No. 1 the areas listed and the other services he has used agreed prices of the guest house "Apartment Lichtenwald" to be paid. This also applies to from Customers arranged services and expenses from "Apartment Lichtenwald" to third parties.
3. The agreed prices include the current statutory value added tax. Not local taxes are included (e.g. visitor's tax). When changing the statutory sales tax or the introduction, change or abolition of local taxes on the subject of the service after the conclusion of the contract, the prices will be adjusted accordingly. If the period between Contract conclusion and fulfillment of the contract four months and that of "Apartment



Lichtenwald “generally charged for such services, this can contractually increase the agreed price appropriately, but no more than 10%.

4. The prices can also be changed by "Apartment Lichtenwald" if the customer subsequent changes to the number of rooms booked, the services of the guest house or the Desires the guests' length of stay and "Apartment Lichtenwald" agrees.
5. Invoices from the “Apartment Lichtenwald” guest house are without deduction on the day of arrival at the latest to pay. "Apartment Lichtenwald" is entitled to pay accrued claims at any time and demand immediate payment. In the event of default in payment, "Apartment Lichtenwald" is entitled to the respectively applicable statutory default interest of currently 8% or at Legal transactions in which a consumer is involved in the amount of 5% above the base rate desire. "Apartment Lichtenwald" reserves the right to provide evidence of higher damage.
6. "Apartment Lichtenwald" is entitled to make a reasonable advance payment in reasonable amount, also in the form of a credit card guarantee or security deposit. The amount of the advance payment and the payment dates can be agreed in writing in the contract will.
7. In addition to cash payments, the only accepted means of payment are: EC or credit cards from Maestro, Mastercard, American Express and Visa. Invoice amounts are not creditable and to be paid directly and without deduction, unless otherwise agreed.
8. The customer can only with an undisputed or legally binding claim against a Set off or reduce the demand of the guest house "Apartment Lichtenwald".

IV. Withdrawal by the customer (ie withdrawal, cancellation) / failure to use the services of the guest house

1. Cancellation by the customer of the contract concluded with the guest house “Apartment Lichtenwald” requires the written consent of the guest house "Apartment Lichtenwald". If this is not given, so the agreed price from the contract is to be paid even if the customer is contractual Does not use services. This does not apply in the event of a breach of the guest house's obligation "Apartment Lichtenwald" to take into account the rights, legal interests and interests of the customer, if this can no longer be expected to adhere to the contract or something else has a statutory or contractual right of withdrawal.
2. If there is an appointment between "Apartment Lichtenwald" and the customer to withdraw from the contract free of charge the contract was agreed in writing, the customer can withdraw from the contract until then without To trigger payment or compensation claims from "Apartment Lichtenwald". The The customer's right of withdrawal expires if he does not exercise his right to Resignation in writing to "Apartment Lichtenwald", unless a case of withdrawal of the customer according to number 1 sentence 3 is available.
3. In the case of apartments not used by the customer, the guest house has “Apartment Lichtenwald “the income from renting the apartments to other parties as well as the saved Credit expenses.
4. "Apartment Lichtenwald" is free to demand the contractually agreed remuneration and the Flat rate deduction for saved expenses. In this case, the customer is obliged to Guest house "Apartment Lichtenwald" after a flat rate compensation (cancellation fee)

the following season to pay.

Withdrawal / cancellation up to 30 days before arrival:	free of charge
Withdrawal / cancellation up to 10 days before arrival:	50% of the contract value
Withdrawal / cancellation up to 5 days before arrival:	75% of the contract value
later withdrawal or no-show:	100% of the contract value

The customer is free to prove that the above-mentioned claim is not or not in the required amount.

V. Resignation of the guest house "Apartment Lichtenwald"

1. Provided that the customer has a free right of withdrawal within a certain period in writing was agreed, the guest house "Apartment Lichtenwald" is also in this period entitled to withdraw from the contract if other customers inquire about the contractually agreed booked rooms are available and the customer on request of the guest house "Apartment Lichtenwald" does not waive his right to resign.
2. If an agreed advance payment or an advance payment required in accordance with Clause III, No. 6 is also made after If a reasonable grace period set by "Apartment Lichtenwald" has not expired, see above "Apartment Lichtenwald" is also entitled to withdraw from the contract.
3. Furthermore, "Apartment Lichtenwald" is entitled to withdraw from the contract for an objectively justified reason to withdraw extraordinarily, for example if
 - a) force majeure or other circumstances for which "Apartment Lichtenwald" is not responsible
Make fulfillment of the contract impossible
 - b) the apartments with misleading or false information about essential facts, e.g. about the person of the customer or the purpose
 - c) "Apartment Lichtenwald" has reason to believe that the
Use of the services of the guest house, smooth business operations, security
or the public image of "Apartment Lichtenwald" without this
is to be assigned to the control or organizational area of "Apartment Lichtenwald".
 - d) There is a violation of Clause I, No. 3.
4. If the guest house "Apartment Lichtenwald" is justified in withdrawing from the contract, no claim arises Customers for damages.

VI. Apartment provision, handover and return

1. The customer has no right to the provision of specific apartments or rooms.
2. Booked apartments or rooms are available to the customer from 5.00 p.m. on the agreed arrival date to disposal. The customer has no right to earlier availability.
3. On the agreed departure date, the apartments or rooms are vacated by 11.00 a.m. at the latest to provide. After that, "Apartment Lichtenwald" can be canceled due to the late evacuation of the apartment for its use beyond the contract until 12.00 p.m. 50% of the full Bill the accommodation price (list price), 100% from 12.00 p.m. Contractual claims of the Customers are not justified by this. He is free to prove that "Apartment Lichtenwald" "no or a significantly lower claim for usage fee has arisen.



VII. Liability of the guest house

1. The guest house "Apartment Lichtenwald" is liable with the diligence of a prudent businessman his obligations under the contract. Claims of the customer for damages are locked out. This does not include damage resulting from injury to life or body or health, if "Apartment Lichtenwald" is responsible for the breach of duty, others Damage resulting from an intentional or grossly negligent breach of duty by the guest house "Apartment Lichtenwald" and damage based on an intentional or negligent Breach of typical contractual obligations of "Apartment Lichtenwald". One Breach of duty by "Apartment Lichtenwald" is the responsibility of a legal representative or Vicarious agents the same. Should disruptions or deficiencies in the services of "Apartment Lichtenwald" occur, the guest house will become aware of it or upon immediate complaint by the customer try to find a remedy. The customer is obliged to contribute what is reasonable for him to to remedy the fault and to keep possible damage to a minimum.

2. "Apartment Lichtenwald" is liable to the customer for items brought into apartments according to the statutory provisions, that is up to a hundred times the apartment price, at most however € 1,500, as well as up to € 300 for money, securities and valuables. The liability claims expire if, after becoming aware of loss, destruction or damage, the customer does not notify the guest house "Apartment Lichtenwald" immediately (§ 703 BGB). For one Further liability of the guest house "Apartment Lichtenwald" applies to the above number 1 Sentences 2 to 4 accordingly.

3. If the customer has a parking space in the parking lot of the guest house "Apartment Lichtenwald", is made available for a fee, this does not result in a custody contract.

In the event of loss or damage, parked or maneuvered in the parking lot Motor vehicles and other vehicles such as bicycles, e-bikes etc. and their contents are liable "Apartment Lichtenwald" does not, except in the case of willful intent or gross negligence.

4. Wake-up calls are not carried out by "Apartment Lichtenwald".

5. Messages, mail and merchandise deliveries for guests are handled with care. The Guesthouse "Apartment Lichtenwald" does not take care of delivery, storage and - on request - forwarding of the same for a fee. Apartment Lichtenwald recommends adding a mailbox rent.

VIII. Final provisions

1. Changes or additions to the contract, the application acceptance or this Terms and conditions for accommodation 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 guest house "Apartment Lichtenwald"

3. Exclusive place of jurisdiction - also for check and bill of exchange disputes - is in commercial traffic the seat of the guest house "Apartment Lichtenwald". Unless a Contract partner fulfills the requirement 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 guest house "Apartment Lichtenwald"

4. German law applies. The application of the UN sales law and the conflict of laws is locked out.

5. Should individual provisions of these general terms and conditions apply to Accommodation reception be or become ineffective or void, this becomes effective the remaining provisions are not affected. In addition, the statutory provisions apply.

