

GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMODATION OF "DR. LOHBECK PRIVATE HOTELS"

I. SCOPE

1. These terms and conditions apply to contracts between the customer and Dr. Lohbeck GmbH & Co KG or Hotel Oversum in Winterberg of Oversum Hotel GmbH for the rental of hotel rooms for accommodation purposes and other related goods and services provided to customers at DR. LOHBECK PRIVATHOTELS (hotel accommodation contract). The term "hotel accommodation contract" covers and supersedes the following terms: contract for accommodation, guest accommodation, hotel accommodation, hotel room accommodation.
2. The subletting or re-letting the rooms provided and their use for purposes other than accommodation requires the prior consent of DR. LOHBECK PRIVATHOTELS in writing or electronic form, whereby Article 540 (1) sentence 2 of the German Civil Code (BGB) is waived insofar as the customer is not a consumer.
3. The general terms and conditions of the customer shall only apply if this has been expressly agreed in advance.
4. Customers within the meaning of these terms and conditions are both consumers and businesses within the meaning of Articles 13, 14 BGB.

II. CONCLUSION OF THE CONTRACT, CONTRACTING PARTIES, LIMITATION PERIOD

1. The contract is concluded by the acceptance of the customer's application by DR. LOHBECK PRIVATHOTELS (i.e. by Privathotels Dr. Lohbeck GmbH & Co KG or, in the case of Hotel Oversum in Winterberg, by Oversum Hotel GmbH); these are the contracting parties. DR. LOHBECK PRIVATHOTELS is free to confirm the room booking in writing or electronic form.
2. If a third party has made a booking on behalf of the customer, the customer will be jointly and severally liable to DR. LOHBECK PRIVATHOTELS together with the third party for all obligations arising from the hotel accommodation contract, provided that DR. LOHBECK PRIVATHOTELS has received the relevant declaration from the third party.
3. All claims against DR. LOHBECK PRIVATHOTELS are generally subject to a limitation period of one year from the commencement of the statutory limitation period. Claims for damages against DR. LOHBECK PRIVATHOTELS shall, however, become time-barred at the latest 3 years after the breach of duty where the claimant was or should have been reasonably aware of the damage, and at the latest 10 years after the breach of duty, if the claimant was reasonably unaware of the damage. These reductions in the statute of limitations do not apply to claims if these are based on an intentional or grossly negligent breach of duty by DR. LOHBECK PRIVATHOTELS or its vicarious agents or in the case of negligently caused injury to life, body or health. In the case of property damage and financial loss caused by negligence, the shorter limitation periods do not apply in the event of a breach of a material contractual obligation. Material contractual obligations are obligations, which are essential for the proper performance of the contract and the fulfilment of which the client may routinely rely upon.

III. SERVICES, PRICES, PAYMENTS, SET-OFFS

1. DR. LOHBECK PRIVATHOTELS is obliged to provide the customer with the booked rooms and the agreed services. In the event of overbooking, DR. LOHBECK PRIVATHOTELS will be entitled to rebook the customer in an adequate hotel.
2. The customer is obliged to pay the agreed or applicable prices of DR. LOHBECK PRIVATHOTELS for the use of the room and other services. This also applies to services ordered by the customer directly or via DR. LOHBECK PRIVATHOTELS, which are rendered by third parties and paid for by DR. LOHBECK PRIVATHOTELS. If the period between conclusion and performance of the contract exceeds four months and the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price by a reasonable amount, up to a maximum of 10%.
3. Invoices from DR. LOHBECK PRIVATHOTELS are payable immediately and in full, without the need to specify a due date. DR. LOHBECK PRIVATHOTELS may demand immediate payment of due claims from the customer at any time. In the event of delayed payment, DR. LOHBECK PRIVATHOTELS will be entitled to charge the applicable statutory late-payment interest of 9%, or in case of legal transactions involving consumers, 5% above the base rate of interest. DR. LOHBECK PRIVATHOTELS is entitled to prove that the actual damage incurred was higher.
4. The agreed prices are inclusive of taxes and local charges applicable at the time of conclusion of the contract. Not included are city and local taxes that are payable by guests under local laws, such as visitor's tax. In the event of a change in the statutory value added tax or the introduction, amendment or abolition of local charges on the object of performance after conclusion of the contract, the prices will be adjusted accordingly.
5. Once the contract has been concluded, DR. LOHBECK PRIVATHOTELS is not obliged to agree to a subsequent reduction in the number of rooms booked, the services provided by DR. LOHBECK PRIVATHOTELS or the length of the customer's stay, as requested by the customer. DR. LOHBECK PRIVATHOTELS may agree with such reduction by increasing the room price and/or the price for other services to be provided by DR. LOHBECK PRIVATHOTELS.
6. Upon conclusion of the contract, DR. LOHBECK PRIVATHOTELS is entitled to demand a reasonable advance payment from the customer up to the full amount of the accommodation price or security, for example in the form of a credit card guarantee or credit card debit. The amount of the advance payment, the payment dates and/or the provision of security shall be agreed in writing or electronic form. In the case of advance payments or security deposits for package tours, the statutory provisions remain unaffected. In the case of payment default by the customer, the statutory provisions remain unaffected.

7. DR. LOHBECK PRIVATHOTELS is furthermore entitled to demand an advance payment or security deposit from the customer at the beginning and/or during the stay in accordance with Section III.6 above for existing and future claims arising from the contract, insofar as such a payment has not already been made in accordance with Section III.6 above.
8. The customer is only entitled to set off claims against a claim of DR. LOHBECK PRIVATHOTELS if the claims of the customer are undisputed and legally established.

IV. CANCELLATION BY THE CUSTOMER (CANCELLATION / NO SHOW)

1. Cancellation by the customer of the contract concluded with DR. LOHBECK PRIVATHOTELS is only possible if a right to cancel has been expressly agreed in the contract, the customer is entitled to cancel the contract by law or if DR. LOHBECK PRIVATHOTELS expressly agrees to the cancellation of the contract. The right to cancel as well as the possible consent to a cancellation of the contract must be agreed in writing or electronic form.
2. If a date for a free cancellation of the contract has been agreed between DR. LOHBECK PRIVATHOTELS and the customer, the customer will be entitled to cancel the contract until then without triggering any payment or compensation claims by DR. LOHBECK PRIVATHOTELS. The customer's right to cancel lapses if they do not exercise their right to cancel vis-à-vis DR. LOHBECK PRIVATHOTELS by the agreed date.
3. If a right to cancel has not been agreed or has already lapsed, the customer is not entitled by law to terminate or cancel the contract and DR. LOHBECK PRIVATHOTELS does not agree to a cancellation of the contract, DR. LOHBECK PRIVATHOTELS will retain the claim to the agreed remuneration despite the non-utilisation of the service. DR. LOHBECK PRIVATHOTELS has to take into account the potential income from renting the rooms to other parties as well as the saved expenses. If the rooms are not rented to another party, DR. LOHBECK PRIVATHOTELS may make a flat-rate deduction for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for overnight accommodation with or without breakfast and including any package arrangements involving third-party services. The customer is entitled to prove that the aforementioned claim has not arisen or the actual loss/damage incurred was lower.
4. The provisions under Section IV.3 apply mutatis mutandis to half-board and full-board arrangements with the proviso that the customer shall pay 70% of the contractually agreed price for half-board and 60% for full-board arrangements, unless the parties have agreed otherwise in individual contracts. The above compensation regulations of 90%, 70% and 60% apply mutatis mutandis if the guest does not make use of the booked room or the booked service without timely notification ("no show"). The customer is entitled to prove that the aforementioned claim has not arisen or the actual loss/damage incurred was lower.

V. CANCELLATION BY THE HOTEL

1. If it has been agreed in writing or electronic form that the customer can cancel the contract free of charge within a certain period of time, DR. LOHBECK PRIVATHOTELS will be entitled to cancel the contract during this period if there are requests from other customers for the contractually booked rooms, and the customer does not waive their right to cancel the contract after being asked by DR. LOHBECK PRIVATHOTELS, and the customer does not waive their right to cancel after being given a reasonable grace period.
2. If an advance payment or security deposit agreed or demanded in accordance with Section III.6 is not made even after the end of a reasonable grace period set by DR. LOHBECK PRIVATHOTELS, DR. LOHBECK PRIVATHOTELS will also be entitled to cancel the contract.
3. Furthermore, DR. LOHBECK PRIVATHOTELS will be entitled to terminate the contract for good cause, for example,
 - due to force majeure or other circumstances beyond the control of DR. LOHBECK PRIVATHOTELS, which make it impossible for the hotel to meet its contractual obligations
 - if rooms or facilities have been culpably booked with misleading or false information or concealment of material facts; material facts may be the identity of the customer, the ability to pay or the purpose of the stay
 - if DR. LOHBECK PRIVATHOTELS has reasonable grounds to assume that the use of the service may jeopardise the smooth running of the business, the security or the reputation of DR. LOHBECK PRIVATHOTELS in public without this being within the sphere of control of DR. LOHBECK PRIVATHOTELS
 - if the purpose or reason for the stay is unlawful
 - in the case of a violation of Section I.2 above.
4. The justified cancellation by DR. LOHBECK PRIVATHOTELS does not give rise to any entitlement of the customer to compensation.

VI. ROOM PROVISION, HANDOVER AND RETURN or obligations in the event of pandemic-related or other official restrictions

1. The customer does not acquire any claim to the provision of specific rooms, unless expressly agreed otherwise.
2. Booked rooms are available to the customer from 16:00 on the agreed day of arrival. The customer has no right to earlier provision, unless an earlier arrival has been expressly agreed.
3. On the agreed departure date, the rooms must be vacated and made available to DR. LOHBECK PRIVATHOTELS no later than by 12:00. Thereafter, DR. LOHBECK PRIVATHOTELS is entitled to charge 50% of the full accommodation price (list price) due to the late vacating of the room for its use in violation of contract until 18:00 and 100% after 18:00. This does not give rise to any contractual claims of the customer. The customer is entitled to prove that DR. LOHBECK PRIVATHOTELS has not suffered any or substantially lower loss/damage than that suggested by the room usage charge.

4. If due to directives, orders or administrative acts to combat or prevent the spread of a virus or similar serious reasons of force majeure for which DR. LOHBECK PRIVATHOTELS is not responsible, the hotel cannot be operated in whole or in part and contractually agreed services cannot, therefore, be provided, there is no breach of duty for which DR. LOHBECK PRIVATHOTELS is responsible. This shall apply independently of the issuance of the directive, decree or administrative act. DR. LOHBECK PRIVATHOTELS is in this case entitled to adjust the hotel services to the respective applicable legal provisions without compensation. If the accommodation operation is completely prohibited, DR. LOHBECK PRIVATHOTELS is entitled to cancel the hotel stay free of charge and to offer the guest an alternative check-in date. If the contracting parties do not agree on an alternative date, both parties will be entitled to cancel the hotel accommodation contract free of charge in writing or electronic form. In any case, the contracting parties hereby agree that this will not give rise to any entitlement on the part of the guest to reduce prices or pursue claims for damages. The guest agrees to observe the appropriate provisions or restrictions governing the agreed scope of services when using hotel services and to notify the hotel management immediately if they develop typical symptoms of the illness.

VII. LIABILITY OF THE HOTEL

1. DR. LOHBECK PRIVATHOTELS is liable for its obligations under the contract. Claims for compensation by the customer are excluded. This does not apply to loss or damage resulting from injury to life, body or health if DR. LOHBECK PRIVATHOTELS has breached its contractual obligations, other damage if DR. LOHBECK PRIVATHOTELS has intentionally or grossly negligently breached its obligations or typical contractual obligations. This applies mutatis mutandis to any breaches of contractual obligations by the statutory representatives or vicarious agents of DR. LOHBECK PRIVATHOTELS. Should disruptions or defects occur in the services of DR. LOHBECK PRIVATHOTELS, DR. LOHBECK PRIVATHOTELS will endeavour to remedy the situation if it becomes aware of them or if it receives a complaint from the customer without delay. The customer shall make every effort to the extent reasonable and practicable under the circumstances to remedy the disruption and keep any possible damage to a minimum. The customer shall, furthermore, promptly notify DR. LOHBECK PRIVATHOTELS if the potential losses or damage incurred could be exceptionally high.
2. DR. LOHBECK PRIVATHOTELS shall be liable to the customer in accordance with the statutory provisions up to a maximum limit of €3,500 or €800 under the following conditions or in accordance with No. 1:

DR. LOHBECK PRIVATHOTELS recommends the use of the hotel safe; the storage in room safes is not risk-free. If the guest wishes to bring in money, securities and valuables with a total value of more than €800 or other items with a total value of more than €3,500, this requires a separate storage agreement with DR. LOHBECK PRIVATHOTELS.

3. Even outside his room, the customer is generally obliged to take care of their belongings and valuables. DR. LOHBECK PRIVATHOTELS is only liable in accordance with the provisions under 1 above.
4. The following applies to customer vehicles parked on the hotel premises of DR. LOHBECK PRIVATHOTELS: The permanent or even temporary parking of vehicles does not constitute a custody agreement between DR. LOHBECK PRIVATHOTELS and the customer. DR. LOHBECK PRIVATHOTELS is only liable for the loss of or damage to motor vehicles parked or manoeuvred on the hotel property and their content in accordance with the provision under 1 above.
5. The hotel shall exercise the greatest care when handling wake-up calls, mail and deliveries for guests. DR. LOHBECK PRIVATHOTELS will deliver, store and - on request - forward them for a fee. DR. LOHBECK PRIVATHOTELS is only liable for wake-up calls, messages, post and deliveries in accordance with the provisions under 1 above.
6. The photos shown on the website and in brochures are for reference purposes only and serve as illustrations. They do not constitute a guarantee of the quality of the rooms booked by the customer. Although every effort has been made to ensure that photographs, graphic representations and reproduced texts illustrating DR. LOHBECK PRIVATHOTELS convey as accurate an impression as possible of the accommodation services offered, deviations between the room booked and the room illustrated may be possible, in particular, due to the large number of rooms, changes in furnishings or any renovations. Any complaints by guests in this respect are excluded.
7. DR. LOHBECK PRIVATHOTELS cannot be held responsible for the non-execution or poor execution of the reservation in the event of force majeure, due to the action of third parties, the guest or their partners, including unavailability of the internet, prevented access to the website, external interference, viruses or unauthorised advanced payment by the bank of the presenting party.

VIII. CUSTOMER'S LIABILITY FOR DAMAGE

1. Where the customer is a business, they shall be liable for any damage to the building or inventory caused directly by them or indirectly by event participants or visitors, employees, fellow travellers, visitors or other third parties from their sphere of influence. The claim also extends to any consequential damages, e.g. from temporary non-rentability of rooms and/or event rooms. For consumers, the statutory liability provisions apply.
2. If the customer violates the Non-Smoker Protection Act, they will be liable to the hotel for any resulting fines.
3. DR. LOHBECK PRIVATHOTELS may require the customer to provide adequate securities (e.g. insurances, deposits, guarantees).

IX. FINAL PROVISIONS

1. To be effective, any amendments and additions to the contract, the acceptance of the application or these general terms and conditions must be made in writing or electronic form. Unilateral changes or additions by the customer are invalid.
2. The place of performance and payment is the place of performance by DR. LOHBECK PRIVATHOTELS and thus the registered office of the hotel booked by the guest.

3. The sole place of jurisdiction for any disputes, including those relating to bills of exchange and cheques, arising from business transactions is Schwelm, Germany. Where the contractual partner fulfils the prerequisite of Section 38 (2) of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, Schwelm is hereby deemed to be the agreed place of jurisdiction.
4. This agreement shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on the Sale of Goods (CISG) and the conflict-of-law rules.
5. If any provision of these general terms and conditions is or becomes invalid, the validity and enforceability of the remaining provisions will not be affected or impaired thereby. In all other respects, the statutory provisions shall apply.

As of July 2021.