

General Terms and Conditions (AGB) of
MA Schatzbogen Betriebsgesellschaft mbH

I. Validity

1. The following General Terms and Conditions apply to all contracts with MA Schatzbogen Betriebsgesellschaft (hereinafter referred to as "Hotel") for the rental of hotel rooms and apartments and all other services provided in connection with the accommodation services. 2. If the contractual partner is an entrepreneur, these General Terms and Conditions shall apply exclusively. The customer's general terms and conditions shall only apply insofar as MA Dornach Betriebsgesellschaft mbH has expressly agreed to them in writing.

II. conclusion of contract; -partner; -

1. in the case of a room booking, the booking request of the contractual partner (hereinafter also referred to as "customer") shall constitute an offer to conclude a contract. The contract shall come into effect upon acceptance of this offer by the hotel. The Hotel is free to confirm the room booking in writing. The contracting parties are the hotel and the customer who uses the services of the hotel itself or through third parties. If a third party has placed an order on behalf of the customer, the customer is liable to the hotel together with the customer as joint and several debtors for all obligations arising from the accommodation relationship.

III. services, prices, payment, set-off

1. the agreed prices include the respective valid statutory value added tax. 2. If the contract partner is an entrepreneur: if the period between conclusion and fulfillment of the contract exceeds 4 months and if the price generally charged by the hotel for such services increases, the hotel may raise the contractually agreed price appropriately, but by no more than 20%. 3. Invoices of the hotel are payable immediately without deduction. The hotel is entitled to make accrued claims due at any time. In the event of default in payment, the hotel is entitled to charge the statutory interest and to terminate the contract if it has previously sent the customer a reminder setting a deadline and threatened to discontinue future services in the event of non-payment. 4. The hotel reserves the right to assert further damage caused by default. 5. The hotel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and the dates of payment may be agreed in writing in the contract. 6. The customer may only offset or reduce a claim of the hotel against a claim of the hotel with an undisputed or legally valid claim.

IV. Withdrawal of the customer / Cancellation

1. if there is neither a contractual nor a statutory right of withdrawal in favor of the customer, the hotel retains the right to the agreed remuneration despite non-use of the service. The hotel will offset the income from other rentals and the saved expenses against the claim against the customer. The hotel is entitled to a flat-rate deduction for saved expenses. 2. In the case of bookings by a customer of up to a maximum of 3 apartments for the same period of time: the customer is entitled to cancel the booking free of charge up to 6:00 p.m. one day before the agreed date of arrival. In case of cancellation after this period the customer pays 90% of the price agreed upon for the booked duration of stay, but for max. 3 nights. 3. In case of an early departure of a customer, the remaining booking period will be charged up to a maximum of 7 days. 4. In all cases, the customer is free to prove that the damages claimed by the hotel were not incurred or were not incurred in the amount claimed. The hotel is also at liberty to provide evidence of higher damages.

2.

V. Rescission by the Hotel

1. if the customer's right to withdraw from the contract within a certain period of time has been agreed in writing, the hotel is entitled for its part to withdraw from the contract during this period if there are inquiries from other customers regarding the contractually booked rooms and the customer does not waive his right to withdraw from the contract upon inquiry by the hotel.

2. if an agreed advance payment is not made in due time, the hotel is also entitled to rescind the contract
3. furthermore, the hotel is entitled to rescind the contract extraordinarily for objectively justified reasons, for example if - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract; - rooms are booked under misleading or false statements of material facts, e.g. in the person of the customer or of the purpose; - the hotel has reasonable cause to assume that the use of the hotel services will ensure smooth business operations, without this being attributable to the hotel's sphere of control or organization. - there is a violation of Section VI, paragraph 2 of these General Terms and Conditions.
4. in the event of justified withdrawal by the hotel, the customer has no claim to compensation. The statutory provisions apply to the hotel's claims for damages.

VI. room provision, handover and return / transfer to third parties

1. the customer does not acquire a claim to the provision of a specific room. 2. subletting or re-letting as well as use for other than the agreed purpose requires prior written consent. 3. booked rooms are available to the customer from 15.00 hours on the agreed day

of arrival. The customer has no claim to earlier provision. 4. on the agreed day of departure the rooms must be vacated and made available to the hotel by 11.00 a.m. at the latest. Thereafter, the hotel may charge 50% of the lodging price (list price) for continued use of the room until 6:00 p.m., and 100% from 6:00 p.m. onwards. Further claims for damages by the hotel remain unaffected. The customer is at liberty to prove to the hotel that the hotel has incurred no or significantly lower damages. 5. if the period of stay is extended for apartment bookings, a new reservation must be made up to 14 days before the end of the contract. Tacit extension of the reservation is excluded. If the customer does not move out in time, it is forbidden to leave the apartment. The hotel is entitled to make use of the right of self-help in this respect, to take possession of the apartment and to temporarily store the objects brought in by the guest in a storeroom at the guest's expense and risk by exercising a lien.

VII Liability of the hotel / Statute of limitations

1. the hotel is only liable for financial losses of the customer, irrespective of the legal grounds, in principle in the event of intent or gross negligence. In addition, the hotel shall be liable for financial losses in the case of simple negligence if it has culpably breached an essential contractual obligation. In these cases, however, damages shall be limited to foreseeable typical damage.
2. the hotel shall be liable to the customer for items brought in according to the statutory provisions. In the case of money, securities and other valuables, the maximum amount is Euro 800.00. The customer is required to keep money and valuables in the hotel safe. The customer's claims for damages shall expire unless the customer notifies the hotel immediately after becoming aware of loss, destruction or damage (§ 703 BGB). For any further liability of the hotel, § VII para. 1 applies accordingly. If the customer is provided with a parking space in the hotel garage or in a hotel parking lot, even against payment, this does not constitute a safekeeping agreement. The hotel shall not be liable for loss of or damage to motor vehicles parked or manoeuvred on the hotel property or their contents; § VII para. 1 shall apply accordingly. 4. Wake-up orders are carried out by the hotel with the greatest care. § Section VII para. 1 applies accordingly. 5. messages, mail and consignments of goods for the guests are handled with care. The Hotel shall be responsible for delivery, storage and - if desired, for forwarding them against payment. § Section VII para. 1 applies accordingly. 6. claims against the hotel that are subject to the regular limitation period, which depends on the knowledge of the customer, are generally subject to a limitation period of one year from the beginning of the regular limitation period. Claims for damages shall become statute-barred after five years, irrespective of knowledge. The shortening of the statute of limitations does not apply to claims based on an intentional or grossly negligent breach of duty by the hotel. 7. objections to telephone bills can only be raised within one month of receipt.

VIII. final provisions

1. changes or additions to the contract must be made in writing. A change to the written form requirement must also be in writing. Unilateral changes or additions by the customer are invalid.
2. place of performance and payment is the registered office of the hotel.
(3) If the customer is an entrepreneur, the exclusive place of jurisdiction is the registered office of the hotel.
4. if a customer does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the hotel's registered office as expressly agreed.
5. German law shall apply.
6. should individual provisions of these General Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. Insofar as provisions are invalid, the content of the contract shall be governed by the statutory provisions