

**Dear Guest / dear Customer!**

As passionate hosts your total well-being is our prime concern. We will do our utmost to render your stay with us as enjoyable as possible. That includes informing you about the services we provide, what we stand for and your commitments towards us. Therefore, please note the following General Terms and Conditions which govern the contractual relationship between your side and the Hotel and to which you agree to when you make a booking of up to 10 rooms.

**1. Conclusion of Contract, Statute of Limitations**

1. Parties to the Contract are the Hotel and the Customer. The Contract shall come into force upon the Hotel's acceptance of the Customer's request. At its discretion, the Hotel may confirm the room reservation in writing.

2. All claims against the Hotel shall generally be time-barred one year after the commencement of the general statute of limitations period. This shall not apply to compensation claims or other claims if the latter are based on an intentional or grossly negligent breach of obligation by the Hotel.

A separate cancellation policy is applicable for group and tour operator bookings as well as conference bookings.

**2. Arrival and Departure**

1. Unless otherwise agreed in writing, rooms are not available before 2pm on the day of arrival and rooms must be vacated by 11am on the day of departure. In case of a later departure, the Guest is kindly requested to inform the reception desk not later than 10pm one day prior to departure.

**3. Services, Prices and Payments**

1. The Hotel is obligated to keep the rooms reserved by the Customer available and to render the agreed services. The Customer does not acquire the right to be provided with specific rooms unless otherwise explicitly agreed.

2. The Customer is obligated to pay the agreed or applicable hotel prices for rooms provided and for other services accepted. This also applies to services ordered by the Customer directly or via the Hotel, which a third party provides and the Hotel disburses.

3. The agreed prices include all taxes and local taxes in effect at the time of the conclusion of Contract. This does not include locally levied taxes, which are owed by the Guest himself according to the respective municipal law, such as visitor's tax. If the statutory value added tax is changed or if local taxes regarding the agreed services are newly introduced, changed or abolished after the Contract is concluded, the prices will be adjusted accordingly. This applies only to Contracts with Customers if a period of four months has been exceeded between the conclusion of Contract and its fulfilment.

4. The Hotel can make its consent to the Customer's later request for a reduction in the number of rooms booked, services of the Hotel or the Customer's duration of stay dependent on the increase of the room price and/or other Hotel's services.

5. Hotel invoices with no due date are payable without deduction within ten days of receipt of the invoice. The Hotel can demand immediate payment of due debt from the Customer. In case of a Customer's default in payment the statutory rules apply. The Hotel reserves the right to prove greater damage.

6. The Hotel is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the Customer upon conclusion of the Contract. The amount of advance payment and payment dates may be agreed in written form in the Contract. Regarding advance payments or securities for package tours the statutory provisions shall remain unaffected. In case of a Customer's default in payment the statutory rules apply.

7. In justified cases, e.g. the Customer's default in payment or expansion of the scope of Contract, the Hotel is entitled, also after the conclusion of Contract up to the beginning of the stay, to demand an advance payment or a security within the meaning of the above-mentioned no. 3.6 or an increase of the advance payment or the security agreed in the Contract up to the total agreed remuneration.

8. Furthermore, the Hotel is entitled, at the beginning and during the Customer's stay, to demand a reasonable advance payment or security deposit within the meaning of the above-mentioned no. 3.6 for existing and future claims from the Contract, insofar as such has not already been paid pursuant to the above-mentioned no. 3.6 and/or no. 3.7.

9. The Customer may only offset or settle a claim by the Hotel with an undisputed and legally valid claim. The Hotel reserves the right to prove greater damage.

The Hotel may provide the Guest with an adequate alternative accommodation, if deemed acceptable to the Guest, particularly if the difference is insignificant and objectively justified. An objective justification exists e.g. if the room (the rooms) can no longer be used, previous guests extend their stay or other important operational measures require it.

The Guest is not entitled to compensation for any unused pre-booked services.

#### **4. Withdrawal of the Customer, Failure to Use Hotel Services**

All cancellations must be made in writing.

1. If the Guest does not use the accommodation and services as covered in the contract, the Guest is obliged to pay 100% of the agreed price for the booked services unless an immediate irrevocable replacement booking is made simultaneously with the cancellation in writing after coordinating with the Hotel.

2. According to the principle of good faith the Hotel will rent out unused rooms to compensate for any incurring losses.

- free cancellation is possible up to 15 days prior to arrival
- 14 to 7 days prior to arrival we charge 40% of the booking value
- 6 to 3 days prior to arrival 60%
- and from 2 days prior to the arrival date 80%

The above-mentioned terms of cancellation apply if not otherwise agreed.

3. Treatments booked in the "Bel Etage" or "Reha-Vitalis" can be cancelled free of charge up until 24 hours prior to the reserved appointment. After that the full price will be charged.

#### **5. Withdrawal of the Hotel**

1. If it was agreed that the Customer can withdraw from the Contract free of charge within a certain period of time, the Hotel is entitled to withdraw from the Contract during this time if there are enquiries from other Customers regarding the contractually reserved rooms and the Customer, upon enquiry by the Hotel, does not waive his right of withdrawal within a reasonably set time frame.

2. If an agreed or required advance payment or security pursuant to no. 3.6 and/ or no. 3.7 is not made even after a reasonable grace period set by the Hotel has expired, then the Hotel is likewise entitled to withdraw from the Contract.

3. In addition, the Hotel is entitled to extraordinarily withdraw from the Contract for objectively justified reasons, particularly if

- force majeure or other circumstances beyond the Hotel's control render the fulfilment of the Contract impossible;

- rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the Customer respectively tour operator or the purpose of the stay can be of significant importance;
  - there is evidence that the use of the Hotel's services might jeopardise the smooth operation of the Hotel, its security or reputation, without being attributable to the Hotel's sphere of control or organisation;
  - the purpose or the cause of the stay is illegal.
4. In case of a justified withdrawal by the Hotel the tour operator has no right to claim compensation.

## **6. Liability**

1. The Hotel is liable for damages of its own making resulting in harm inflicted on life, limb and physical health. It is further liable for other damages caused with full intent or gross negligence or due to intentional or negligent violation of obligations typical of the Contract. A breach of obligation by the Hotel is deemed to be the equivalent to a breach of obligation by a legal representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this no. 6. Should disruptions or defects in the Hotel's services occur, the Hotel shall act to remedy such upon knowledge thereof or upon objection by the Customer, made without undue delay. The Customer is obliged to undertake reasonable actions to eliminate the disruption and to keep any possible damage to a minimum.
2. The Hotel is liable to the Customer for tangibles brought into the Hotel in accordance with legal provisions. The Hotel advises to use the Hotel or room safe. In case the Guest wishes to bring along money, securities and valuables with a value exceeding €800 or other items with a value exceeding €2000 a separate safekeeping agreement is necessary.
3. If the Customer is provided with a parking space in the Hotel garage or in the parking lot of the Hotel, this does not constitute a safekeeping agreement, even if a fee is exchanged. The Hotel only assumes liability for loss of or damage to motor vehicles and their contents, parked or manoeuvred on the Hotel's property pursuant to the above-mentioned no. 6.1, sentences 1 to 4.
4. Wake-up calls are carried out by the Hotel with great care. Messages, mail and deliveries for the Guests shall be handled with great care. The Hotel takes care delivering, storing and – on request – forwarding these items for a fee. The Hotel only assumes liability according to the above-mentioned no. 6.1, sentences 1 to 4.

## **7. Vouchers**

1. Once the voucher has expired it can only be redeemed at face value and can explicitly not be redeemed for the services mentioned on the voucher.
2. Vouchers are valid for 3 years from the date of issue. In case no date of issue is mentioned the date of payment is taken as proof.
3. The Hotel only redeems original vouchers which have been fully paid.
4. A reimbursement of the value of the voucher is not possible.

## **8. Final Provisions**

1. Changes or amendments to the Contract, of the acceptance of the offer or to these General Terms and Conditions shall be made in writing. Unilateral changes or modifications by the Customer shall be invalid.
2. The place of performance and payment as well as the exclusive court of jurisdiction in business transactions - also in the case of disputed cheques and bills of exchange - is Weiskirchen, Parkhotel Weiskirchen GmbH, Kurparkstraße 4, 66709 Weiskirchen. Place of general jurisdiction is Saarbrücken.

3. The laws of the Federal Republic of Germany shall apply. The application of the UN Convention on the International Sale of Goods and Conflict Law are precluded.

4. Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Moreover, the statutory provisions shall apply.

As of June 11, 2015