

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 Parkhotel Weiskirchen and to which you agree to when you make a booking of up to 10 rooms.

1. Conclusion of the contract, limitation period

1. The contractual partners are the hotel and the customer. The contract is concluded upon acceptance of the customer's application by the hotel. The hotel is free to confirm the room booking in text form.

In the case of bookings via the hotel's own website www.parkhotel-weiskirchen.de, the contract is concluded after confirmation of the GTC and "Check booking" by clicking on the button: "Book your offer now for xxx EUR".

2. all claims against the hotel are generally subject to a limitation period of one year from the start of the statutory limitation period. This does not apply to claims for damages and other claims, insofar as the latter are based on an intentional or grossly negligent breach of duty by the hotel.

Group, tour operator and conference bookings are subject to separate cancellation conditions.

2. Arrival and departure

1. Unless otherwise agreed in writing, rooms may not be occupied before 3.00pm on the day of arrival and must be returned by 11:00 am on the day of departure.

3. Services, prices and payments

1. The hotel is obliged to keep the room category booked by the customer available and to provide the agreed services. The customer does not acquire any claim to the provision of specific rooms, unless this has been expressly agreed.

2. The customer is obliged to pay the agreed or applicable prices of the hotel for the provision of the room and the other services used by him. This also applies to services commissioned by the customer directly or via the hotel, which are provided by third parties and disbursed by the hotel.

3. The agreed prices include the taxes and local charges applicable at the time the contract is concluded. Not included are local taxes that are owed by the guest according to the respective municipal law, such as visitor's tax. In the event of a change in the statutory value added tax or the introduction, change or abolition of local levies on the subject matter of the service after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion and fulfilment of the contract exceeds four months.

4. A subsequent reduction in the number of rooms booked, the hotel's services or the length of stay requested by the customer may only be made with the hotel's consent. The price for the rooms and/or for the hotel's other services may increase accordingly.

5 Hotel invoices without a due date are payable in full within ten days of receipt of the invoice. The hotel may demand immediate payment of due claims from the customer at any time. The statutory provisions shall apply if the customer is in default of payment. The hotel reserves the right to prove higher damages.

6. The hotel is entitled to demand a reasonable advance payment or security deposit, for example in the form of a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in text form in the contract. In the case of advance payments or security deposits for package holidays, the statutory provisions remain unaffected. If the customer is in default of payment, the statutory provisions shall apply.

7. In justified cases, for example if the customer is in arrears with payment or if the scope of the

contract is extended, the hotel is entitled, even after conclusion of the contract up to the beginning of the stay, to demand an advance payment or security deposit within the meaning of the above clause 3.6 or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

8. The hotel is further entitled to demand a reasonable advance payment or security deposit from the customer at the beginning and during the stay within the meaning of clause 3.6 above for existing and future claims arising from the contract, insofar as such has not already been made in accordance with clause 3.6 and/or clause 3.7 above.

9. The customer may only offset or set off an undisputed or legally enforceable claim against a claim of the hotel.

The hotel reserves the right to provide evidence of higher damages.

The Hotelier may provide the Guest with adequate alternative accommodation if this is reasonable for the Guest, particularly if the difference is minor and objectively justified. An objective justification is given, for example, if the room(s) has (have) become unusable, guests already accommodated extend their stay or other important operational measures necessitate this step.

The guest has no claim to compensation for services ordered but not utilised.

4 Cancellation by the customer, non-utilisation of services

All cancellations must be made in writing.

1. If the contractual services are not used, the individual guest is obliged to pay 100 percent of the agreed price for the booked services, unless a direct irrevocable booking of a catch-up date is made with the written cancellation after consultation with the hotel.

2. The hotel is obliged in good faith to let unused rooms to other guests in order to avoid cancellations.

- Cancellation is possible free of charge up to 15 days before arrival.
- 14 to 7 days before arrival we charge 40% of the booking amount
- 6 to 3 days before arrival 60%
- and from 2 days before arrival 80%.

The above cancellation deadlines apply unless otherwise agreed.

5. Cancellation by the hotel

1. Insofar as it was agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period if there are enquiries from other customers regarding the contractually booked rooms and the customer does not waive his right of withdrawal upon enquiry by the hotel with a reasonable period of grace.

2. If an advance payment or security deposit agreed or demanded in accordance with clause 3.6 and/or clause 3.7 is not made even after a reasonable grace period set by the hotel has expired, the hotel shall also be entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to extraordinary cancellation of the contract for objectively justified reasons, in particular if

- force majeure or other circumstances for which the hotel is not responsible make fulfilment of the contract impossible;
- rooms or rooms are culpably booked with misleading or false information or concealment of material facts; material facts may include the identity of the tour operator or the guest, the ability to pay or the purpose of the stay;
- the hotel has reasonable grounds to believe that the use of the service may jeopardise the smooth operation, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organisation;
- the purpose or reason for the stay is unlawful.

4. The justified cancellation of the hotel does not justify a claim for damages by the tour operator.

6. Liability

1. The hotel shall be liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of typical contractual obligations by the hotel. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages are excluded, unless otherwise regulated in this clause 6. Should disruptions or defects in the hotel's services occur, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and minimise any possible damage.
2. The hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions. The hotel recommends the use of the hotel or room safe. If the guest wishes to bring in money, securities and assets with a value of more than 800 euros or other items with a value of more than 2,000 euros, this requires a separate storage agreement with the hotel.
3. If the customer is provided with a parking space in the hotel garage or in the hotel car park, even for a fee, this does not constitute a safekeeping agreement. In the event of loss of or damage to motor vehicles parked or manoeuvred on the hotel property and their contents, the hotel shall only be liable in accordance with the above Section 6.1, sentences 1 to 4.
4. Wake-up calls are carried out by the hotel with the utmost care. Messages, mail and consignments of goods for guests are handled with care. The hotel will deliver, store and - on request - forward them for a fee. The hotel shall only be liable in this respect in accordance with the above Section 6.1, sentences 1 to 4.

7. Vouchers

1. After the expiry date, the voucher can only be redeemed for the amount paid for the voucher and expressly not for the service specified on the voucher.
2. Value vouchers are valid for 3 years from the date of issue. If no date of issue is noted, the date of payment of the voucher shall apply.
3. The hotel will only honour original vouchers that have been paid for in full.
4. Payment of the value of the voucher is excluded.

8. Final provisions

1. Amendments and additions to the contract, the acceptance of the application or these General Terms and Conditions should be made in text form. Unilateral amendments or additions by the customer are invalid.
2. Place of fulfilment and payment as well as exclusive place of jurisdiction for commercial transactions shall be Weiskirchen, Parkhotel Weiskirchen GmbH, Kurparkstraße 4, 66709 Weiskirchen. The general place of jurisdiction is Saarbrücken.
- 3 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws shall be excluded.
4. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply. However, the hotel does not participate in dispute resolution proceedings before consumer arbitration boards.