

The following terms and conditions for guest accommodation and intermediation apply to **contracts with hosts in Verbandsgemeinde Hachenburg and their intermediation by TI!**

**TERMS AND CONDITIONS FOR GUEST ACCOMMODATION AND INTERMEDIATION FOR HOSTS IN VERBANDSGEMEINDE HACHENBURG**

the **Tourist-Information Hachenburger Westerwald**, referred to in the following as **"TI"**, intermediates accommodation with **hosts and private lessors** (hotels, guesthouses, private rooms and holiday lets) (referred to in the following collectively as the **"Hosts"**) in Verbandsgemeinde Hachenburg according to the current offer. The following terms and conditions, to the extent effectively agreed, become the content of the guest accommodation contract concluded between the guest and the host when a booking is made. They govern the contractual relationship between the guest and the host and **TI's** intermediation activities in addition to the statutory provisions. **Therefore please read these terms and conditions carefully.**

**1. Position of TI; scope of application of these terms and conditions of guest accommodation**

**1.1.** The following applies for all conclusions of contracts:

- a) TI is the operator of the respective websites/the publisher of the relevant host directories, catalogues, flyers or other print media and websites, insofar as it is explicitly specified therein as the publisher/operator.
- b) insofar as TI brokers further services of the hosts (accommodation, catering and ancillary services provided by the host itself) that do not account for a significant share of the total value of the host's services and neither constitute a key feature of the range of services provided by the host or TI itself nor are advertised as such, TI will merely have the status of an agent.
- c) As an intermediary, TI has the status of an intermediary of associated travel services, insofar as the requirements for an offer of associated travel services of TI under the provisions of Article 651w BGB are fulfilled.
- d) Without prejudice to the obligations of TI as a provider of associated travel services (particularly the provision of the legally prescribed form and securing customer funds in the event of debt collection activities by TI) and the legal consequences in the event of failure to fulfil those legal obligations, in the event that the requirements under b) or c) are fulfilled TI is neither the tour operator nor a party to the contract for the Leisure Activity concluded in the event of a booking. It is therefore not liable for the host's information on prices and services, for the provision of the services itself or for defects in the services.

**1.2.** These terms and conditions of guest accommodation apply, to the extent effectively agreed, to all bookings of accommodation which are based on the host directory published by TI and bookings made based on the relevant offers published online.

**1.3.** The hosts reserve the right to agree on other terms and conditions for guest accommodation with the guest in the individual case which deviate from the following terms and conditions of guest accommodation or which supplement them.

**2. The conclusion of the contract, travel agents, information in hotel guides; information on the exclusion of certain rights of withdrawal**

**2.1** With his/her booking (following the provision of **non-binding** information by the host concerning the accommodation it offers and the current availability as the case may be), the guest submits a **binding** offer to the host for the conclusion of the guest accommodation contract. The basis of this offer are the description of the accommodation and the additional information in the booking basis (e.g. a description of the location, classification information), insofar as they are available to the guest upon booking.

**2.2** The guest's booking may be placed using any of the options provided by the host (orally, in writing, over the telephone, by fax or by e-mail).

**2.3** The contract arises upon receipt by the guest of the declaration of acceptance (booking confirmation) issued by the host or **TI** as its representative. There are no formal requirements for the declaration of acceptance, so oral and telephone confirmations are also legally binding for the guest and the host.

**2.4** In accordance with the statutory requirements the guest is advised that, pursuant to the provisions of law (Article 312g par. 2 sentence 1 sec. 9 BGB), for guest accommodation contracts concluded by way of distance selling (letters, catalogues, telephone calls, emails, messages sent by mobile phone (text messages)) or outside of the business premises **there is no cancellation right** and only the provisions of law on failure to take advantage of rental services (Article 537 BGB) apply (see also Section 6 of these guest accommodation conditions).

**2.5** As a rule, upon an oral or telephone booking confirmation the host will send the guest a written copy of the booking confirmation. The legal effectiveness of the guest accommodation contract in the case of such bookings is not contingent on the receipt of the written copy of the booking confirmation.

**2.6** If the host or **TI** (as their agent) provides the option of making a binding booking (and intermediation of the accommodation) by means of concluding a contract electronically over an internet platform, the following applies to the conclusion of this contract:

- a)** The online booking process will be explained to the Customer by means of appropriate information. The sole available contract language is German.
- b)** Using a correction option (which is explained during the order process), the Customer can correct individual errors, or delete information, or reset the entire online order form at any time.
- c)** After the Customer has selected the accommodation services he wants and entered his personal details, all of this data, including all the key information about prices, services, any additional services booked and any travel insurance taken out, will be displayed. The Customer has the option of aborting the entire booking or starting it again.
- d)** By clicking on the "book for a fee" button, the Customer submits a binding offer to the host for the conclusion of a guest accommodation contract. Clicking on this button results in the conclusion of a guest accommodation contract with a binding obligation to pay the fee – provided that a booking confirmation from either the host or **TI** (as the intermediary) is received within the commitment period. Placing a booking online and clicking on the "book for a fee" button does not establish any claim of the Customer to the conclusion of a guest accommodation contract. The host may decide in its own discretion whether to accept or decline the offer to conclude a contract (booking) made by the Customer.
- e)** If the booking confirmation is not displayed in real time (the booking confirmation is made immediately after the guest has made the booking by clicking on the button "book with obligation to pay" by displaying the booking confirmation on the screen), either the host or **TI** (as the intermediary) will confirm receipt of the booking to the Customer electronically without undue delay. This confirmation of receipt does not constitute a booking confirmation and does not establish any claim to the conclusion of a guest accommodation contract according to the Customer's travel wishes.
- f)** The guest accommodation contract is concluded when the Customer receives booking confirmation, which the host or **TI** (as the intermediary) will send to the Customer using the email address, fax number or postal address provided by the Customer during the ordering process.
- 2.7** If the content of the booking confirmation deviates from the content of the booking itself, the former constitutes a new offer by the host. The contract will be concluded on the basis of this new offer, provided that the guest makes his/her acceptance by means of an express declaration, making a down payment, paying the outstanding balance or availing him-/herself of the accommodation.
- 2.8** Travel intermediators (e.g. travel agencies) and entities who take bookings are not authorised to make agreements, provide information or make assurances that amend the agreed content of the contract, go beyond the contractually-agreed services of the host or that contravene the service and accommodation descriptions.
- 2.9** Information provided in hotel guides and similar directories which are not published by either **TI** or the host are not binding on the host (including with regard to its obligation to render the services) if they have not been made part of the host's performance obligations by means of express agreement with the guest.

### **3. Non-binding reservations**

- 3.1** Reservations which are not binding on the guest which the guest may retreat from without incurring any charges are only possible if there is an express agreement with **TI** or the host.
- 3.2** If there has been no express agreement that the guest may make non-binding reservations, making the booking according to Clause 2 (Conclusion of the contract) of these terms and conditions will, as a rule, result in a legally binding contract for the host and the guest/client.
- 3.3** If it has been agreed that the guest may make a non-binding reservation, the desired accommodation will be kept on hold by the host for booking by the guest until the agreed time. By that time, the guest must inform **TI** or the host whether the reservation should be considered a binding booking for him too. If this is not done, the reservation will be dropped without any further obligation on the part of **TI** or the host to give notification. If the notification is made in a timely manner, a legally binding guest accommodation contract is concluded between the host and the guest when the host receives the notification.

### **4. Prices and services, re-bookings**

- 4.1.** The prices specified in the booking basis (host directory, host's offer, internet) are final prices and include statutory VAT and all additional costs, unless stated otherwise with regard to the additional costs. Tourism tax may be separately incurred and specified, as well as fees for services billed according to consumption (e.g. electricity, gas, water, firewood) and for optional and additional services that are only booked or utilised on site.
- 4.2.** The services to be rendered by the host are exclusively as stated in the content of the booking confirmation in conjunction with the valid prospectus or the object description and any supplementary arrangements explicitly made with the guest/client. The guest/client is recommended to make any additional agreements in writing.
- 4.3.** For re-bookings (amendments relating to the type of accommodation, the dates of arrival and departure, the duration of the stay, the type of catering, for additional services and other supplementary services booked) where there is no legal claim to their performance, the host may charge a re-booking fee of € 15 per amendment. This

does not apply if the amendment is only minor.

## **5. Payment**

**5.1** The due date of advance payments and balance payments will be based on the arrangement made between the guest or the client and the host and stated in the booking confirmation. If no special agreement has been made, the full price of the accommodation including the fees for additional costs and additional services will be due at the end of the stay and payable to the host.

**5.2** The host may demand a down payment after the conclusion of the contract. Unless otherwise agreed in the individual case, this amounts to 15% of the total price for the accommodation service and any additional services which have been booked.

**5.3** Neither payments in foreign currencies nor by crossed check are possible. Payments by credit card or EC cards are only possible if this is agreed or generally offered by the host by way of a notice. Payments at the end of the stay by bank transfer are not permitted.

**5.4** If, despite a reminder issued by the host and setting a time limit, the guest fails to make an agreed advance payment or fails to pay it in full within the specified deadline, provided that it is ready and able to provide the contractual services itself and provided that no statutory or contractual right of retention of the guest exists, the host will have the right to withdraw from the contract with the guest and demand from the latter withdrawal costs in accordance with Section 6 of these terms and conditions. The host is not entitled to do this if the guest is not to blame for the payment default.

## **6. Withdrawal and no-show**

**6.1** In the event of withdrawal or a no-show, the host's entitlement to payment of the agreed accommodation price, including the percentage for meals and remuneration for additional services, will remain unaffected. This shall not apply if the guest has been granted a free right of cancellation by the host in individual cases and the host receives the guest's declaration of the exercise of this free right of cancellation, which does not require a specific form, in due time.

**6.2** The host must attempt to otherwise make use of the accommodation in the course of its normal business activities, without any obligation to make a special effort and taking into account the specific character of the booked accommodation (e.g. non-smoking room, family suite).

**6.3** The host must accept deductions if they manage to let the accommodation to other parties and for any savings made.

**6.4** The host may determine lump-sum compensation amounts taking into account the period between the cancellation and the start of the booking, as well as the expected savings in expenses and the expected income from other uses of the accommodation. The applicable lump-sum compensation amounts will be specified in the offer and in the booking confirmation. If no lump-sum compensation amounts are specified in the offer and in the booking confirmation, compensation shall be calculated in accordance with the percentages recognised by case law for the assessment of saved expenses, taking into account any amounts to be offset in accordance with Section 6.3., based on the total price of the accommodation services (including all additional costs), but without taking any public levies such as visitor's tax into account:

• **For holiday apartments/accommodation**

**Without meals** **90%**

• **For overnight stays with breakfast** **80%**

• **For half board** **70%**

• **For full board** **60%**

**6.5** The guest/client explicitly retains the right to provide proof to the host that the expenses he has saved are significantly higher than the deductions taken into account here or that other use of the accommodation services or other services has taken place. If such proof is provided, the guest/client must only pay the appropriately lower amount.

**6.6 We strongly recommend taking out travel cancellation insurance.**

**6.7** For reasons relating to the technical booking process, the withdrawal declaration must be addressed to **TI** (not to the host) and, in the best interests of the guest, should be issued in text form.

## **7. Arrival and departure**

**7.1** The guest must arrive at the agreed time – without a special agreement no later than by 6p.m.

**7.2** The following applies for later arrivals:

The guest must inform the host no later than by the agreed time of arrival that he/she will be arriving late or, in the case of stays lasting multiple days, will occupy the booked accommodation on a subsequent day.

If timely notification is not given, the host will have the right to otherwise allocate the accommodation. For the period where the accommodation is not occupied the provisions of Clause 6 apply accordingly.

If the guest notifies a later arrival, he has to pay the agreed remuneration, less any expenses which the host has saved according to Clauses 6.4 and 6.5 (including for the unused occupancy time), unless the host is contractually or legally liable for the reasons which resulted in the later occupancy.

**7.3** The accommodation must be vacated by the guest at the agreed time – without a special arrangement no later than by 12 p.m. of the day of departure. If the accommodation is not vacated on time, the host may demand appropriate additional remuneration. The host reserves the right to assert further claims for losses.

## **8. The Customer's obligation to notify defects, taking pets, termination by the host**

**8.1** The guest must promptly notify the host of any defects or disruptions that occur and demand remedial action. Only notifying defects to **TI** is not sufficient. If there is a culpable failure to report such defects, any claims of the guest against the host may be entirely or partially forfeit.

**8.2** The guest may only terminate the contract in the event of significant defects or disruptions. The guest must first set the host a reasonable time limit in the defect notice to take remedial action, unless remedial action is impossible or is refused by the host or if immediate termination is objectively justified by a special interest of the guest which is recognisable for the host or if for such reasons the guest objectively cannot be reasonably expected to continue his/her stay.

**8.3** The following applies to **taking pets**:

Guests are only permitted to bring pets into the accommodation and accommodate them in it if the host states that such a possibility exists in its advertisement and an explicit arrangement has been made in this respect.

In making such an arrangement the guest must provide accurate information on the type and size of the pet.

Any breaches of this obligation may entitle the host to terminate the guest accommodation contract by way of extraordinary termination.

If house pets are taken along without prior notice being given or incorrect information about the type and size of the pet was given, the host is entitled to refuse entry to the accommodation, terminate the guest accommodation contract and charge withdrawal fees according to Clause 6 of these terms and conditions.

**8.4.** The host may terminate the guest accommodation contract without notice if, despite a warning from the host, the guest persistently disturbs the host's business, other guests or the execution of the stay, or if the guest behaves in such a manner contrary to the contract that immediate termination of the contract is justified. If the host terminates the contract, the above provisions regarding the obligation to pay in the event of cancellation by the guest shall apply accordingly to the host's claim for payment.

## **9. Limitation of liability**

**9.1** The liability of the host under the guest accommodation contract according to section 536a BGB is excluded for damages that are not caused by the violation of a material obligation, the fulfilment of which makes the proper execution of the guest accommodation contract possible, or the violation of which jeopardises the achievement of the purpose of the contract or results from the injury to the life, body or health of the guest, to the extent that the damages were not caused by an intentional or grossly negligent breach of obligation by the host, its legal representatives or vicarious agents.

**9.2** Any proprietor's possible liability of the host for property brought into the accommodation under Article 701 et seq. BGB remains unaffected by this provision.

**9.3** The host will not be liable for service disruptions in connection with services which, recognisably for the guest/client, are merely brokered as third-party services during the stay (for example sports events, visits to the theatre, exhibitions, etc.). The same applies for external services which are brokered by the host together with the booking of the accommodation, provided that they are explicitly specified as being third-party services in the advertisement or booking confirmation.

## **10. Statute of limitations**

**10.1** Contractual claims of the guest/client against the host under the guest accommodation contract or against **TI** under the intermediation contract due to death or injury to the body or health (including contractual claims for compensation for pain and suffering) which are based on their negligent breach of an obligation or an intentional or negligent breach of obligation by their legal representatives or vicarious agents, become time-barred after three years. This also applies to claims for the compensation of other damage which are based on a grossly negligent breach of obligation by the host/**TI** or on an intentional or grossly negligent breach of obligation by a legal representative or vicarious agent of **TI**/the host.

**10.2** All other contractual claims become time-barred after a year.

**10.3** The limitation period for claims according to the above provisions begins to run at the end of the year in which the claim arose and the guest/client became aware (or would have been aware in the absence of gross negligence) of the facts that establish the claim and that **TI** is the party against whom the claim is made. If the last

day of this period falls on a Sunday or state-recognised holiday at the place where the declaration is made, or on a Saturday, the next working day will take the place of such a day.

**10.4** If negotiations on the claim asserted or the circumstances on which the claim is based are in progress between the client and the host or **TI**, the limitation period is suspended until such time as the client or the host or **TI** refuses to continue the negotiations. The abovementioned limitation period begins 3 months after the end of the suspension at the earliest.

## **11. Special provisions relating to pandemics (particularly coronavirus)**

**11.1** The parties agree that the host will always perform the agreed services in compliance and in accordance with the official requirements and stipulations applicable at the time of travel.

**11.2.** The Traveller declares that he/she agrees to comply with reasonable usage rules or restrictions of the service provider when taking advantage of travel services and to promptly notify the tour leader and the service provider in the event that he/she suffers typical symptoms of illness.

**11.3** Any warranty rights of the guest, in particular from § 536 BGB, remain unaffected by the above regulations.

## **12. Information about alternative dispute resolution bodies; Governing law and place of jurisdiction**

**12.1** With regard to the law on consumer dispute settlement, the host and **TI** hereby indicate that, in the event that these terms and conditions for guest accommodation are published, neither the host nor **TI** have any obligation to participate in consumer dispute settlement and the host/**TI** will not participate in any voluntary consumer dispute settlements. If consumer dispute resolution becomes obligatory for the host and/or **TI**, the host/**TI** will inform the guest/consumer about this in an appropriate form.

**12.2** The contractual relationship between the host/**TI** and the client/guest is exclusively subject to German law. The same applies for any other legal relationship.

**12.3** To the extent that German law is not applied on the merits of admissible legal actions brought at a location abroad by the guest/client against the host or the **TI** relating to the liability of the host/**TI**, German law applies exclusively regarding the legal consequences (i.e. the type, scope and amount of claims of the guest Customer).

**12.4** The guest (or client) may bring legal action against the host (or **TI**) at the location of its registered office.

**12.5** With regard to legal action which the host/**TI** brings against the guest/client, the location of the Customer's place of residence is decisive. For legal action brought against guests/clients who are traders, legal persons under public or private law, or persons who have their place of residence/registered office or habitual residence abroad, or whose place of residence/registered office or habitual residence are not known at the time when the action is brought, the location of the host's registered office is agreed as the place of jurisdiction.

**12.6** The above provisions do not apply if and insofar as non-modifiable regulations of the European Union or other international regulations applicable to the contract are applicable.