

## **Our general terms and conditions of business**

### **I. Scope of application**

- 1. The following general terms and conditions of business apply for all guest accommodation contracts entered into between the operating company Boardinghouse Morbach with a third party (guest). These T & Cs are displayed clearly and visibly in our hotel reception area and are given to guests on request. They can also be downloaded and printed out at any time from the internet under [www.boardinghouse-morbach.de](http://www.boardinghouse-morbach.de)**
- 2. These terms and conditions of business also apply for all other supplies and services provided for the guest by Boardinghouse Morbach.**
- 3. Subletting and use for a different purpose from the one agreed require the prior written consent of Boardinghouse Morbach. In the context of commerce with traders § 540 paragraph 1 Sentence 2 BGB is excluded. In single-occupancy apartments occupancy of only one person is permitted, in all other categories a maximum of two persons is permitted. In the penthouse occupancy of up to four persons is permitted.**
- 4. Terms and conditions of the guest will only apply if this has previously been agreed in writing.**

### **II. Conclusion of contract, contracting partner, contractual liability and limitation**

- 1. The contract enters into force on acceptance of the reservation made by the guest by Boardinghouse Morbach. Boardinghouse Morbach is at liberty to confirm the apartment booking in writing.**
- 2. If a third party has made the booking for the guest, they, together with the guest are jointly liable to Boardinghouse Morbach for all obligations in the accommodation contract.**
- 3. The guest recognises their obligations to Boardinghouse Morbach on acceptance of the service.**
- 4. All apartments of the provider Boardinghouse Morbach are non-smoking apartments. Smoking is therefore not permitted. If the guest should smoke, however, any damage or additional costs for renovation/cleaning arising from this must be paid in full by him on leaving the apartment.**
- 5. Pets are not allowed unless the provider has granted written permission for this. If the guest is keeping pets in the apartment, the provider is entitled to invoice the guest with any additional costs involved in the final cleaning based on expenditure.**
- 6. The whole premises are under video surveillance. There is a separate note on the privacy statement and a site plan of the cameras.**

### III. Services, prices, payment, offsetting

1. The guest is obliged to pay all current or agreed prices involved in the handover of the apartment and other services made use of – this also applies to all services initiated by him and any expenditure of Boardinghouse Morbach to third parties.
2. The agreed prices include the statutory VAT at the time of utilisation of a service. If the period between conclusion of the contract and fulfilment of the contract exceeds 4 months and the general calculated price of Boardinghouse Morbach for such services increases, the contractually agreed price can reasonably be increased, however by a maximum of 15%.
3. All outstanding accounts of Boardinghouse Morbach are due immediately after receipt of invoice without deduction. If no advance payment was agreed, the outstanding accounts are due on arrival or at the beginning of the provision of accommodation without deduction. Other services made use of during the duration of stay are due on departure without deduction. In the event of a stay of more than three days, Boardinghouse Morbach is authorised to charge any additional services during the stay. Boardinghouse Morbach is authorised to demand immediate payment at any time for costs accrued. In the event of default of payment, Boardinghouse Morbach is authorised to charge the statutory rate of interest and terminate the contract.  
The assertion of additional damage caused by arrears is reserved by Boardinghouse Morbach.
4. For re-booking, other desired amendments and the processing of lost items an administration fee of € 20 per administrative process will be charged. Shipping costs will be listed separately in the invoice.  
The guest can only offset a claim of the Boardinghouse Morbach or reduce the agreed price with an undisputed or legally established claim.

### IV. Withdrawal of the guest (cancellation)

Reservations are binding for contracting parties. In the event of the withdrawal of a guest from a reservation, Boardinghouse Morbach can claim for appropriate compensation. For a cancellation of reserved apartments and/or services Boardinghouse Morbach has the option, instead of calculating compensation, of claiming compensation in the form of a lump sum from the guest in accordance with the following conditions which apply to cancellations:

1. For reservations and amendments, cancellation up to 5 days prior to the beginning of the performance period (scheduled arrival) is free of charge. In the event of a later cancellation or the guest not arriving 80% of the contractually agreed price is charged as a cancellation fee. The guest is free to prove he owes no damages to Boardinghouse Morbach or that the ensuing damages from Boardinghouse Morbach are lower than the lump sum amount of compensation demanded.
2. If Boardinghouse Morbach calculates the compensation, the compensation amounts to a maximum of the amount of the contractually agreed price for the services to be provided by Boardinghouse Morbach, deducting the figure that Boardinghouse Morbach saved.
3. Expenses and those which Boardinghouse Morbach acquires by other use of the reserved service.
4. If Boardinghouse Morbach has granted the guest the option in the contract, to withdraw from the contract within a certain period without further legal

consequences, Boardinghouse Morbach cannot claim for compensation. The deciding factor for the timeliness of the notice of cancellation is their access to Boardinghouse Morbach. The guest must declare their withdrawal in writing.

5. If Boardinghouse Morbach agreed more favourable cancellation terms with the guest via the hotel reservation system used by the guest (e.g. Hrs.com; booking.com etc.), these apply.
6. In the event of early departure after check-in a refund of all agreed prices for all reserved services is excluded.

#### V. Withdrawal of Boardinghouse Morbach

1. If a right of withdrawal of the guest was agreed in writing within a certain period, Boardinghouse Morbach is authorised for its part to withdraw from the contract in this period of time, if other guests wish to use the contractually booked apartments and the guest does not relinquish his right of withdrawal at the request of Boardinghouse Morbach.
2. If an agreed advance payment is not made on time, Boardinghouse Morbach is also entitled to withdraw from the contract.
3. Furthermore Boardinghouse Morbach is entitled, for objectively justified reasons, to withdraw from the contract exceptionally, for example, if
  - force majeure or other circumstances unforeseen by Boardinghouse Morbach make the fulfilment of the contract impossible;
  - apartments are booked under misleading or false information regarding material facts, e.g. about the guest or purpose;
  - Boardinghouse Morbach has reasonable grounds to assume that the use of services can jeopardise the smooth running of business operations, the safety or the reputation of the hotel with the public, without this being attributed to the domain or organisational area of Boardinghouse Morbach;
  - there is a breach of clause I paragraph 3 of these general terms and conditions of business.
4. In the event of a justified withdrawal by Boardinghouse Morbach the guest is not entitled to compensation. In the event of claims for compensation from Boardinghouse Morbach the statutory provisions apply.

#### VI. Apartment provision, handover and return

1. The guest is not entitled to the provision of certain apartments.
2. Standard apartments may only be occupied by one person, all other apartment categories may only be occupied by a maximum of two persons.
3. Reserved apartments are available to the guest from 15.00 on the agreed day of arrival. The guest has no entitlement to earlier availability.
4. On the agreed day of departure the apartments of Boardinghouse Morbach must be vacated by 11.00 at the latest. After that time Boardinghouse Morbach can charge 50% of the full list price for the costs arising from the additional use of the apartment up to 18.00, 100% from 18.00 onwards. The guest is free to prove to Boardinghouse Morbach that no or lower costs arose from this.
5. A new reservation must be made to extend the length of stay. An implicit extension of the reservation is excluded. The untimely departure of the guest represents unlawful interference. In this respect Boardinghouse Morbach is entitled to make use of the right of self-redress and take over possession of the apartment and, exercising right of lien, to store the guest's possessions temporarily at their cost and risk in a storage room.

6. Long-term guests (more than 28 nights) are required, together with a representative of Boardinghouse Morbach, to carry out an apartment inspection and handover 1 – 2 days before their departure. If this is not carried out Boardinghouse Morbach's assessment of the condition of the rental property on the day of departure is binding.

## VII. Liability of the guest

1. The guest is liable to Boardinghouse Morbach for losses and damages that occur during the duration of the contract, unless the damages can be proven to be the responsibility of Boardinghouse Morbach, or they were caused by a third party who must also pay compensation.
2. Provided that Boardinghouse Morbach acquires technical or other equipment from a third party for the guest and it is on the authority and on behalf of the guest; he is liable for the careful handling and proper return of the equipment and exempts Boardinghouse Morbach from all third party claims arising from the transfer.

## VIII. Liability of Boardinghouse Morbach, limitation

1. Boardinghouse Morbach is liable for the due care and diligence of a prudent businessman. This liability does not fall under services typically covered but is, however, limited to performance deficiencies, damages, consequential damages or failures that can be attributed to the wilful intent or gross negligence of Boardinghouse Morbach. If faults or problems arise with the services of Boardinghouse Morbach, Boardinghouse Morbach will endeavour to rectify these upon its knowledge of these or upon complaint from the guest. The guest is obliged to undertake reasonable action to remedy the defect in order to keep possible damage to a minimum.
2. Boardinghouse Morbach is liable to the guest for items brought into the hotel, in accordance with statutory provisions, that is up to 100 times the cost of the room for one day, to a maximum of € 3500, and for money, securities and valuables up to a maximum of € 800. Liability claims expire if the guest does not immediately inform Boardinghouse Morbach after gaining knowledge of the loss, destruction or damage (§ 703 BGB).
3. Number 2 does not apply if Boardinghouse Morbach or its employees caused the loss by negligence.
4. If a parking space has been made available to a guest, even for a fee, this does not constitute a safekeeping contract. In the case of damage or loss of vehicles parked or manoeuvred on the premises and their contents, Boardinghouse Morbach is not liable, except in the case of wilful intent or gross negligence. This also applies to vicarious agents of Boardinghouse Morbach.
5. Wake-up calls are made by the hotel with the utmost care. Claims for damages due to incorrect execution are excluded, except in the case of gross negligence or wilful intent.
6. Lost items will be dispatched on request after payment of costs. Lost items, unless stored by ourselves, will otherwise be given to the relevant lost property office and stored for no longer than 6 months.
7. Messages, post and deliveries of goods for guests will be handled with care. Boardinghouse Morbach undertakes the delivery, storage and – on request – payment for forwarding of the same. Claims for damages due to incorrect execution are excluded, except in the case of gross negligence or wilful intent.

8. The limitation period for all claims from guests is 1 year. The guest is, however, obliged to report each fault immediately to Boardinghouse Morbach to prevent the loss of the claims.
9. The above provisions apply in favour of Boardinghouse Morbach even in the event of breach of undertakings in the initiation of the contract and positive violation of the contract.

#### **IX. Adjustment clause**

Boardinghouse Morbach reserves the right, in the event of changes to the legal requirements, to adapt the agreed contractual terms to the amended requirements.

#### **X. Final provisions**

1. Amendments or additions to the guest accommodation contract, the application acceptance or these terms and conditions of business must be made in writing. A waiver of the written form requirement must also be made in written form.
2. The place of fulfilment and payment is the registered office of Boardinghouse Morbach.
3. The exclusive place of jurisdiction is the registered office of Boardinghouse Morbach, if the customer or guest are business people within the meaning of German commercial law. If a contracting partner does not have a general place of jurisdiction in Germany, the registered office of Boardinghouse Morbach is the place of jurisdiction, as expressly agreed.
4. German law applies.
5. Should individual provisions of these general terms and conditions of business be or become ineffective, the effectiveness of the remaining provisions shall not be affected. The ineffective provision is to be replaced by one which most closely resembles the one originally intended. In other respects statutory provisions apply.

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