

## **CONDITION OF ADMISSION OF GUESTS BY HOSTS OF THE ALPINE REGION TEGERNSEE SCHLIERSEE**

Dear guests,

up-to-date accommodations offered by commercial lodging establishments and private landlords (hotels, guest and boarding houses, private rooms and holiday apartments), named "hosts", at the villages of the administrative district Miesbach, can be found in Internet booking platforms respectively in publishings accommodations of the Alpine region Tegernsee Schliersee (=ATS). To the extent effectively agreed between guest and host, the following terms and conditions are content of the lodging agreement, which has been agreed upon. Please read through the following terms and conditions carefully.

### 1. Scope of application of the terms and conditions; Position of ATS

#### 1.1.

The ATS is licensee of several Internet booking platforms, respectively publisher of corresponding accommodation directory. Together with all associated tourism agencies, the ATS are active in verification and facilitation of accommodation. ATS and the tourism agencies of the villages however are not offerers of accommodation service being published at the current Internet platform and accommodation directories.

#### 1.2.

The lodging agreement is concluded directly and exclusively between the guest and the concerning host. The ATS and the tourism agencies of the villages do not take responsibility for all information made by hosts and are not liable for disturbances to services, personal and material damages concerning all tourism services which have to be provided by the host. The liability for claims concerning an umpiring of the conciliatory contract shall be hereby unaffected.

#### 1.3.

The following regulations apply, unless otherwise agreed, for all bookings being made with the ATS or the tourism agencies of the villages.

### 2. Terms of Contract

#### 2.1.

The following terms are valid for all booking types:

##### a)

The basis of the hosts offer and the booking of the guest is the description of the accommodation and the additional information of the basis for booking (e.g. description of the town and the region and an explanation of the classification) to the extent that is available for the customer during his or her reservation.

##### b)

If the content of the booking confirmation differs from the content of the reservation, a new offer is being made by the host. The contract shall take effect on the basis of this new offer, if the guest declares his acceptance by explicit declaration, payment or final payment or by using the accommodation.

c)

ATS points out that lodging agreements (contracts of accommodation with and without auxiliary services) complies with the legal regulations (§ 312g art 2 clause 1 point 9 BGB (=German Civil Code)). If the contractual declaration has been submitted by way of long-distance (via telephone, fax or E-Mail) there is no right of withdrawal, the statutory rules of rental contract law apply (§ 537 BGB (=German Civil Code) - see also clause 5 of this condition of admission of guests).

2.2.

The following terms are valid for the booking, which has been done orally, via telephone, in writing, via e-mail or fax:

a)

With the reservation the guest concludes a binding travel contract with the host.

b)

The agreement, which needs no specific form, comes into effect, as soon as the declaration of acceptance is accomplished. This doesn't need any particular form. Verbal and phone confirmation are legally binding for the guest. As a rule the host or the ATS will additionally forward a booking reservation to the guest. Even if the written booking confirmation has not being handed out to the guest, the binding travel contract, which has been accomplished orally or via telephone, is still legally valid.

c)

If the host submits a special offer at the request of the guest or the customer, the offer of the host is binding towards the guest or respectively the customer, even if the offer deviates from the above regulations. In this case the contract is valid without any notice being required, if the guest or the customer receives the offer within the period specified in the offer, without limitations, rearrangements or extensions. This obligation shall especially apply to internet offers from hosts who aren't marked as not available online. The guests can transmit a special kind of appropriate printed or online form with a non-binding inquiry to the host.

2.3.

For all offers being marked as online bookable, the following terms are valid:

a)

The online booking procedure has to be explained to the guest, while visiting the corresponding website. In order to correct, erase or reverse the entries the guest has made, the whole online booking form provides an appropriate correcting device. The usage of this will also be explained to the customer during his or her visit. Please notice that all relevant contract languages for the online booking process will be specified.

b)

By pushing the button „order with obligation to pay” the guest offers the host a mandatory finalisation of the lodging agreement. The transmission of the offer of contract does not justify the conclusion of the agreement for the guest and his or her booking details, even if he or she has activated the button „order with obligation to pay”

c)

As far as the accommodation is available, the booking confirmation immediately takes place after the guest has pushed the button „order with obligation to pay”, which is being shown on screen (reservation in real time). In this case the booking confirmation is accomplished. The access and presentation of this can be seen on the display screen of the guest. The customer also will have the possibility to save or print out the booking confirmation. The liability of the lodging agreement is not dependent on the fact that the guest can print out this confirmation or store it.

### 3. Prices and Services

#### 3.1.

All prices being shown in the brochure are final prices including statutory value-added tax and all incidental expenditures, as far as these are not given specifically. Visitor's taxes and fees which are being levied according to the levels of consumption (e.g. for electricity, gas, water and firewood) as well as for optional and supplementary services, will be shown and invoiced separately.

#### 3.2

All benefits payable by the host arise exclusively from the content of the reservation confirmation in conjunction with the valid brochure, respectively the object description, as well as from the supplementary agreements made between the guest/customer. It is recommended that the guest/customer makes supplementary agreements in written form.

### 4. Payment

#### 4.1.

As soon as the contract is concluded, the host can charge a deposit of 20 % of the total price of the accommodation and additional services. This agreement only is binding, if no other agreement concerning the amount and maturity of the deposit and final payment has been arranged. The contract is concluded as soon as the guest has received a booking confirmation, and respectively the guest has accepted a declaration, which previously has been submitted by the host. The amount of the payment has to be transferred to the host.

#### 4.2.

The host has to receive the final payment at the end of the stay, as far as no other individual agreements have been made.

#### 4.3.

Short-term bookings, which occur less than seven workdays prior the actual booking date have to be paid on account to the host upon arrival. The final payment has to be made at the end of your stay.

#### 4.4.

Payments cannot be made in foreign currencies or with collection-only cheque. Payment by credit card is only possible, if this has been stipulated or if the host generally offers this by posting it. Payments at the end of your stay can not be made via bank transfer.

4.5.

The host can charge the final payment 4 weeks before the beginning of occupancy for bookings from foreign countries and those in which the booking confirmation has been marked with a corresponding notice, with the proviso that the payment has to be credited to the hosts bank account at this particular time. Payments from a foreign country have to be free of expenses and charges.

4.6.

If the guest/customer does not pay the agreed payments or final payments in spite of a reminder that specifies an appropriate time limit, although he or she is willing and able to render the contractual services and no legal or contractual right or right of set off to refuse performance exist for the guest/customer, the host can withdraw from the contract, after a reminder with a deadline and charge the guest/customer with cancellation costs, referring to number 5 of this lodging agreement.

## 5. Withdrawal and non-arrival

5.1.

In case of cancellation, no-show or premature ending of the stay due to a personal reason of the guest, the demand for the payment of the agreed payment for the costs for board and lodging as well as service fees shall remain liable to pay.

5.2.

Within the scope of his normal business operation and without special kinds of efforts as well as taking account of the special character of the accommodation (e.g. non-smoking room, family room), the host has to make allowance for another use of the accommodation.

5.3.

If the host cannot submit accommodation and takes care of finding another suitable place to stay, he must be credit saved expenses.

5.4.

According to the amounts recognised in legal judgements for the assessment of expenses saved, the guest or the client has to pay the place of accommodation the following amounts, referred to the complete price of the accommodation (including all rental charges, excluding tourist taxes):

- for holiday flats/ hostels without accommodation 90%
- for overnight stay/breakfast 80%
- for half board 70%
- full board 60%

5.5.

The guest or client is explicitly reserved the right to prove that the hosts saved expenses were higher than the foregoing allowed deductions calculated or that another use of the accommodation services took place. If such proof is furnished, the guest or instructing party is only obligated to pay the correspondingly lower amount.

5.6.

We strongly recommend the conclusion of a voyage cancellation costs insurance.

5.7.

For administrative reasons the declaration of cancellation should be sent to the host, not to the ATS. It also should be sent in a written form due to the interest of the guest.

6. Legal obligations of the guest, termination of the contract by the guest or host, admittance of pets

6.1.

The guest is obliged to keep the house rules, handed over by the host or posted in a display at the hotel, holiday flat or lodge. Violations of the house rule can incur an ordinary or extraordinary termination of the lodging agreement in accordance with clause 6.5 of the general terms.

6.2.

In case of defects and the customer is obliged to inform the host immediately and claim remedy. A notice of defects which is only sent to ATS is not acceptable. If this immediate notification of defects is omitted, claims by the guests may be cancelled in part or wholly.

6.3.

Only in case of significant defects and disturbances the guest can withdraw from the contract. Within the reasonable time period set by the guest, the host has to solve the problems. The only exception is if this is not possible at all, the host refuses to take care or the immediate termination of the contract is justified by any particular interest of the guest recognized by the host or on those grounds the continuation of the stay is unacceptable.

6.4.

The admittance and accommodation of pets is only allowed upon explicit agreement, if the host has pointed this out in the public announcement. In the context of such agreements, the guest is obliged to provide accurate and correct details about the breed and size of the pet. In the case of any infringement against this authorises the host give notice of termination concerning the lodging agreement.

## 7. Security deposit

### 7.1.

So far as the basis of booking (catalogue of hostelries, brochure of the house, Internet) described by host, concerning the lodging and respectively the services or otherwise agreed in the individual case and specified in the booking confirmation, the guest has to pay the host a security deposit.

### 7.2.

The security deposit, if not stated otherwise in the booking confirmation, has to be transferred to the bank account of the host within the period mentioned in the booking confirmation. Otherwise, it has to be paid in cash in Euros, before moving into the accommodation facilities and before making use of the services of the host. A payment of the security deposits by cheque is not possible at all and by credit card only if it has expressly been agreed upon in any particular case.

### 7.3.

The security deposit ensures that the guest fully fulfills the performance of obligations, e.g. key delivery, payment of consumption costs (electricity, water, gas, telephone) which also are being used for damage liabilities towards the host for damages of the lodge and interior furnishings as well as compensations for possibly not or not properly accomplished final cleaning.

### 7.4.

If the claims, which are conducive to secure the deposit of the host, are reasonable or objectively expected, the host is authorised to keep the safety deposit, regarding the amount of the expected claims, as well as the whole safety deposit of claims which are not yet predictable. The host is entitled to make repayment of the safety deposit dependent on a mutual inspection of the facilities. During this occasion the host and the guest or his representative must be present. If the guest refuses to take part at this inspection, the whole safety deposit can be withheld until final settlement. If no claims are made even possibly after inspection of the facilities, the guest has to receive the safety deposit in cash immediately and prior to their departure.

### 7.5.

The bill of cost has to be made at least 14 days after the occupancy has ended. Claims of the host, which should be accounted with the safety deposit, must be numbered. If this kind of numbering is not possible yet, it has to be justified and an expected amount of the claims have to be specified. If the safety deposit is higher than the claims of the host, the remaining difference has to be paid back in connection with the settlement. Objections of the reason or the amount of the claims being set against the safety deposit clearly remain reserved for the guest or respectively the host.

## 8. Limitation of the hosts liability

### 8.1.

The liability for damages, which the host is responsible for, mentioned in the lodging agreement (section 536a German Civil Code (BGB)) are excluded, if these damages result from the destruction of life, body or health damages and if these damages do not result from intention or grossly negligent breach of duty of the host or any legal representative or vicarious agent of the host.

8.2.

The liability of the host for things or objects brought in by the customer in accordance with §§ 701 ff. BGB (German Civil Code) shall remain unaffected by this regulation.

8.3.

The host is not liable for defaults connected to services which only recognisably have been communicated or facilitated during the stay of the guest/orderer as external service (e.g. sports events, theatre visits, exhibitions, etc.). The same applies for expenses, which have been mediated together with the booking of the accommodation, unless expressly stated as external service in the announcement or respectively the booking confirmation.

9. Applicable law and place of jurisdiction

9.1.

The contractual relationship between the guest or client and the host or respectively ATS is subject exclusively to German law. The same applies to other legal ties.

9.2.

The guest or respectively Client can only sue the host or respectively ATS their location of their registered office.

9.3.

For lawsuits of the host or respectively ATS against the guest or respectively the client, the guest's place of residence will determine the jurisdiction. Lawsuits against guests or clients who are businessmen, entrepreneurs, legal persons under public law or persons having their place of residence or business or usual abode in a foreign country or the place of business or residence or your customary place of abode is not known at the time when court action is filed, the place of jurisdiction is agreed where the registered office of the host is situated.

9.4.

This provision above shall not apply if and to the extent, if indispensable provisions of the European Union or other international provisions and are applicable to the contract and jurisdiction and law.