

# TERMS AND CONDITIONS FOR GUEST ACCOMMODATION AND ARRANGEMENT OF ACCOMMODATION

Dear Guest,

We are pleased that you are interested in booking accommodation at one of our hosts in the ZugspitzLand. If a guest accommodation contract is concluded, the owner of the accommodation and the ZugspitzLand holiday region, a public corporation under German law, located am Gern 1, D-82490 Farchant – **hereinafter referred to as ZugspitzLand** – will use their full capacities and experience to ensure that your stay is as comfortable and convenient as possible. Our endeavours are also supported by clear legal provisions regarding your rights and duties as a guest and your host's rights and duties, which are to be agreed upon with you in the form of the following terms and conditions for guest accommodation. These terms and conditions for guest accommodation, provided that they have been effectively agreed upon, will become part of the contents of the guest accommodation contract concluded between you and your host if a booking is made. **Therefore, please study these terms and conditions for guest accommodation carefully prior to making your booking.**

## 1. Status of ZugspitzLand; Scope of Application of these Terms of Contract

**1.1.** The following terms and conditions apply to all contracts concluded:

**a)** **ZugspitzLand** is the operator of the respective websites and the publisher of respective lists of accommodations, catalogues, leaflets or any other printed media and online presence, if expressly referred to as publisher/operator there

**b)** As soon as **ZugspitzLand** provides further services, which do not constitute a substantial portion of the total value offered by the host and neither represent an essential feature of the service list from the host or **ZugspitzLand** itself nor are promoted as such, **ZugspitzLand** is only acting as an agent arranging accommodation services.

**c)** **ZugspitzLand** acting as an agent holds the status of a provider of combined travel services provided that the requirements stipulated in accordance with the legal provisions under § 651w BGB [German Civil Code] apply to the offer of combined travel services rendered by **ZugspitzLand**.

**d)** Without prejudice to the obligations of **ZugspitzLand** as a provider of combined travel services (especially handing over the statutory form and ensuring protection of customer deposits in the event of **ZugspitzLand** taking over collection activity) and the legal consequences in the event of non-fulfilment of these legal obligations, **ZugspitzLand** is, in the event of the requirements of b) or c) being met, neither tour operator nor contracting party of the guest accommodation contract concluded in the event that a booking is made. **ZugspitzLand** therefore does not assume liability for the host's information regarding prices and services, for the performance of the service itself or for any deficiencies in performance.

**1.2.** These terms and conditions apply, provided that they have been effectively agreed, to guest accommodation contracts on the basis of lists of accommodations, catalogues or accommodations offered on websites issued by **ZugspitzLand**.

**1.3.** The hosts are free to agree with the guests on guest accommodation provisions other than those prevailing or to agree on supplementary provisions or provisions differing from the prevailing terms and conditions for guest accommodation.

## 2. Conclusion of Contract

**2.1.** The following applies to **all types of booking**:

**a)** **The offer made by the host and the booking made by the guest are based on** the description of the accommodation and the supplementary information in the basis for booking (e.g. the explanation of classification) as far as these are available to the guest upon making the booking.

**b)** In accordance with legal obligations, it is pointed out to the guest that under the legal provisions (§ 312g (2) (1) (9) BGB [German Civil Code]) there is **no right of cancellation** for guest accommodation contracts concluded by distance selling (letters, catalogues, phone calls, telecopies, e-mails, messages transmitted by mobile phone services (SMS) as well as broadcasting and telemedia), but that only the legal provisions on non-utilization of rental services (§ 537 BGB [German Civil Code]) apply (see also item 5 of these terms and conditions for guest accommodation). However, there is a right of withdrawal if the guest accommodation contract has been concluded outside of business premises, unless the verbal negotiations on which the conclusion of the contract is based have been conducted on the basis of a previous order by you as a consumer; in the latter case, there is also no right of withdrawal.

**c)** In the event of bookings made by clubs, associations, companies, authorities and institutions, the contracting party of the guest accommodation contract and the payer is exclusively the latter, not the individual guest, unless the latter make the booking expressly as contractual representative in the name and on behalf of the guest.

**2.2.** The following applies to bookings made **verbally, by phone, in writing, by e-mail or by telefax**:

**a)** By making the booking, the guest offers the host the conclusion of the guest accommodation contract **with binding force**.

**b)** The contract will take effect upon the guest's receipt of the host's declaration of acceptance (booking confirmation). No particular form is required, so that it is **also oral confirmations and confirmations by phone that are legally binding upon the guest and the host**. As a rule, if the booking confirmation was made orally or by phone, the host will transmit an additional written copy of the booking confirmation to the guest. Oral or phone bookings on the part of the

guest confirmed orally or by phone in a legally binding manner by the host, however, will result in the **conclusion of a legally binding contract also if the guest does not receive** an additional written copy of the booking confirmation.

**c)** If the host makes a special offer to the guest upon the guest's request, this is a **binding offer for a contract on the part of the host to the guest**, differing from the foregoing regulations, **unless it is a non-binding information about available accommodations and prices**. In this case, the contract takes effect – without respective re-confirmation by the host being required – if the guest accepts this offer without restrictions, amendments or additional requests, within the term that might have been set in the offer, by explicit declaration, advance payment, payment of the balance or by making use of the accommodation.

**2.3.** The following applies to the conclusion of a contract in the event of bookings made **on the Internet**:

**a)** By clicking the button „zahlungspflichtig buchen“/“**book with obligation to pay**“, the guest offers the host to enter into a guest accommodation contract in a legally binding manner. The guest will immediately receive confirmation of receipt of his booking electronically.

**b)** The transmission of the offer of contract by clicking the button „zahlungspflichtig buchen/book with obligation to pay“ does **not** mean that **the guest is entitled to claim a guest accommodation contract to be concluded subject to the guest's booking details**. In fact, the host is free to decide whether or not to accept the guest's offer of contract.

**c)** The contract takes effect upon the guest's **receipt of the booking confirmation**.

**d)** If the booking is confirmed immediately after the guest making the booking by clicking on the button „zahlungspflichtig buchen/book with obligation to pay“ by display of the booking confirmation on the screen (**real-time booking**), the guest accommodation contract will take effect upon receipt and display of this booking confirmation on the guest's screen/device. In this case, the guest is offered the option to **store and print the booking confirmation**. For the guest accommodation contract to be legally binding, however, it is not required that the guest uses these options for storage or print-out. As a rule, the guest will receive a copy of the booking confirmation in addition by e-mail, e-mail attachment, mail or fax. The receipt of such a booking confirmation transmitted in addition, however, is not a precondition of the legal validity of the guest accommodation contract.

## 3. Prices and Services

**3.1.** The prices listed in the booking basis (list of accommodations, offer made by host, Internet) are final prices including statutory VAT and all incidental costs, unless other information regarding the incidental costs is stated. Expenses to be incurred and specified separately might be visitor's fees/health resort taxes as well as costs incurred as a result of services charged on the basis of consumption (e.g. water, electricity, gas, firewood) and for optional and extra services, which are booked or made use of only on the spot.

**3.2.** The services to be rendered by the host are to be derived exclusively from the contents of the booking confirmation, the details on the accommodation and the host's services specified in the basis for booking as well as any supplementary agreements that might have been made with you expressly.

## 4. Payment

**4.1.** The due date of the deposit and the balance is subject to the agreement made between the guest and the host and specified in the booking confirmation. If no special agreement has been made, the full price of the accommodation including incidental costs and expenses for additional services is due for payment at the end of the stay and must be paid to the host.

**4.2.** After conclusion of the contract, the host may demand payment of a deposit of up to 20% of the full price of the accommodation and additional services that have been booked, unless other agreements have been made on the amount of deposit in the individual case.

**4.3.** If guests stay longer than 1 week, the host may bill and ask for payment of days that have been spent as well as additional services (e.g. lodging services not included in the price of accommodation, items consumed from the minibar).

**4.4.** Payment in foreign currency is not possible. Payment by credit card can be made only if this has been agreed upon or offered by the host in general by notice board publication. At the end of the stay, payments cannot be made by bank transfer.

**4.5.** If the guest does not make an agreed down payment and / or final payment despite a reminder from the host with a reasonable deadline or not completely within the specified period, although the host is willing and able to provide the contractual services in accordance with the order, no statutory or contractual right of set-off or

retention of the guest and if the guest is responsible for the delay in payment, the host is entitled to withdraw from the contract after a reminder with setting a deadline and after expiry of the deadline and demand the payment of cancellation fees as stipulated under item 5. of these terms and conditions.

## 5. Cancellation and No-Show

**5.1.** In the event of the guest's cancellation or no-show, the host's claim for payment of the accommodation price agreed upon including the share of lodging and the fees for additional services remains in force. This does not apply if the host granted the guest a free-of-charge right of cancellation in the individual case and if the guest declares vis-à-vis the host within due time that he wishes to make use of this free-of-charge right of cancellation, with no special form for such declaration being required.

**5.2.** The host has to endeavor to secure another booking of the accommodation within the framework of his ordinary course of business, without any obligation to make particular efforts and by taking account of the special character of the accommodation booked (e.g. non-smoking room, family room).

**5.3.** If the host succeeds in securing another booking of the accommodation for the period booked by the guest, he will credit the income resulting from such other booking against his claim set out under item 5.1 and credit saved expenses, to the extent as such other booking is not possible.

**5.4.** In accordance with the percentage rates recognized by established case law for the calculation of saved expenses, the guest is obliged to pay the following amounts to the host by taking account of amounts to be credited as set out under item 5.3., if the case may be, in each case with respect to the total price of the accommodation services (including all incidental costs), but without including visitor's taxes:

■ <b>Holiday apartments/accommodations without lodging</b>	<b>90%</b>
■ <b>Bed/breakfast</b>	<b>80%</b>
■ <b>Half board</b>	<b>70%</b>
■ <b>Full board</b>	<b>60%</b>

**5.5.** The guest is expressly reserved the right to furnish proof to the host that the saved expenses are substantially higher than the foregoing deductions taken into account or that another use of the accommodation services or other services has taken place. In the event of such proof, the guest is only obliged to pay the lower price calculated accordingly.

**5.6.** It is highly recommended to the guest to arrange a travel cancellation insurance

**5.7.** In the event of all bookings, travel cancellation is to be declared to the host directly and, in the guest's interest, should be done in written form.

## 6. Obligations of the Guest; Cancellation by the Guest

**6.1.** The guest is obliged to observe any house and farm rules made public to him or brought to his attention by respective notices with a reasonable possibility for him to take notice of these rules.

**6.2.** The guest is obliged to give notice to the host of any deficiencies and malfunctions without delay and to demand remedy. If the guest culpably fails to give notice of the defect, the guest's claims on the host can cease to exist in whole or in part.

**6.3.** The guest can terminate the contract only in the event of substantial deficiencies or malfunctions. The guest has to grant the host an appropriate term for remedial action before within the framework of the notice of defect, unless remedy is impossible, denied by the host or immediate termination is self-justified by the guest's special interest recognizable to the host or if it is objectively unacceptable for the guest to continue staying at the accommodation for such reasons.

**6.4.** Taking and keeping pets in the accommodation is only permitted in the case of an express agreement in this regard, if the host provides for this possibility in the advertisement. Within the framework of such agreements, the guest is obliged to provide truthful information about the type and size. Violations of this can entitle the host to extraordinary termination of the guest accommodation contract.

## 7. Limitation on Liability

**7.1.** The host is fully liable

- as soon as a damage occurs due to a violation of an essential duty, which does not enable a proper contract fulfillment or which endangers the achievement of the purpose of the contract

- as soon as a damage results from injury to life, body or health

Apart from that the liability of the host is limited to damages which were caused intentionally or through gross negligence by the host or his vicarious agents.

**7.2.** Any possible innkeeper's liability of the host for items brought in by the guest in accordance with §§ 701 et seq. BGB [German Civil Code] remains unaffected by this provision.

**7.2.** The host does not assume liability for defaults in connection with services rendered which clearly visibly are rendered by third parties and are merely arranged for the guest during his stay (e.g. tours, admission tickets and tickets for transport services, sports events, theater performances, exhibitions and so on). The same is true accordingly for services rendered by third parties, which were arranged by the host already together with the booking of the accommodation, provided that they are marked expressly as services by third parties in the tender offer or the booking confirmation.

## 8. Special arrangements related to pandemics (in particular the Corona Virus)

**8.1.** The parties agree that the agreed services will always be provided by the respective host in compliance with and in accordance with the official requirements and conditions applicable at the time of travel.

**8.2.** The guest agrees to observe reasonable usage regulations or restrictions of **ZugspitzLand** and the hosts when using services and to notify the host immediately in the event of typical symptoms of illness occurring.

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

## 9. Alternative Dispute Resolution; Applicable Law and Place of Jurisdiction

**9.1.** With regard to the German law on the settlement of consumer disputes, **ZugspitzLand** and the host point out that neither **ZugspitzLand** nor the hosts currently take part in voluntary settlement of consumer disputes. If the participation in an institution for the settlement of consumer disputes becomes mandatory for **ZugspitzLand** or the host after printing of these terms and conditions for guest accommodation, the guest will be informed of this fact in suitable form. For all agency and guest accommodation contracts concluded by electronic legal transactions, reference is made to the European platform on online dispute resolution <https://ec.europa.eu/consumers/odr/>

**9.2.** The applicable law when it comes to the contractual relationship between the host and the guest is German law exclusively. The same applies accordingly for other legal relations.

**9.3.** The guest can sue the host only at the host's place of business.

**9.4.** For legal action on the part of the host versus the guest, the guest's residence is the place of jurisdiction. For legal action against guests who are business people, legal entities under public or private law or persons having their residence/registered office or common domicile abroad or whose residence/registered office or common domicile is not known at the time when the legal action is filed, the host's place of business is agreed upon as place of jurisdiction.

**9.5.** The foregoing terms and conditions do not apply if and in so far as mandatory provisions stipulated by the European Union or other international provisions are applicable to the contract.

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