



## General Terms and Conditions

of the guesthouse Pension Haus Wendelstein, Julia Spath, Wendelsteinstraße 4, 81541 Munich

### 1. Scope

1.1. The following General Terms and Conditions are applicable to all contracts involving the letting of guesthouse rooms for accommodation, and for all other services provided for the customer by the guesthouse Haus Wendelstein.

These General Terms and Conditions are hung clearly and generally visible to all customers in the guesthouse (particularly in the reception area), and are visible as part of the guesthouse Haus Wendelstein website.

1.2. The subletting or re-letting of the let rooms and their use for purposes other than accommodation requires prior written permission from the guesthouse Haus Wendelstein.

### 2. Conclusion of agreement, contractual parties

2.1. The accommodation agreement comes about through the acceptance of the customer's booking request by the guesthouse Haus Wendelstein. The guesthouse Haus Wendelstein can freely decide whether to confirm the room booking by telephone, fax or if so desired, by post. An accommodation contract can also come about through conclusive behaviour, particularly if a room has been requested and has been made available by the guesthouse Haus Wendelstein but, for reasons of time, no confirmation has been issued.

2.2. Contractual partners are the guesthouse Haus Wendelstein, represented by the proprietor Werner Schüller, and the customer. Should a third party have ordered services for the customer, then he is liable to the guesthouse Haus Wendelstein, together with the customer, for all the obligations arising from the accommodation agreement.

### 3. Services, prices, payment

3.1. Guesthouse Haus Wendelstein is obliged to provide the room booked by the customer and to provide the agreed services. The reservation of a garage and parking space in the courtyard is only available to the customer in the case of prior confirmation by the guesthouse Haus Wendelstein and is limited only to the agreed period.

3.2. The agreed prices include the respective statutory value-added tax. Should the time between the conclusion of the agreement and the fulfillment of contract exceed four month, and the guesthouse Haus Wendelstein increases the calculated price in general for suchlike services, then the contractually agreed price can be raised appropriately, however, only to a maximum of 15 %.

3.3. The complete invoicing amount is to be paid, in principle, in cash on the day of departure or paid by bank transfer to guesthouse Haus Wendelstein before arrival. Cheques, credit or EC cards are not accepted.

A payment on receipt of an invoice is only possible for long-term guests and with express prior consent from the guesthouse Haus Wendelstein. Invoices issued by the guesthouse Haus Wendelstein without a due date are to be paid within eight days from the date of invoice without discount. Guesthouse Haus Wendelstein is entitled to charge interest for delayed payments at a rate of five per cent points above the respective interest rate, in accordance with § 247 BGB (German Civil Code).

3.4. Guesthouse Haus Wendelstein is entitled to request an appropriate prepayment or security at formation of the contract or afterwards. The extent of the prepayment and the payment date are agreed in writing.

3.5. Should the customer fall behind with payment, guesthouse Haus Wendelstein can cancel the accommodation agreement with immediate effect. The guesthouse Haus Wendelstein reserves the right to assert claims for further damages, in particular the loss of letting to other parties. Guesthouse Haus Wendelstein can use the lessor's lien for payments in arrears and can prevent the removal of the goods and luggage of the customer as a means of short-term selfredress, until clearance of the arrears has been made.

#### **4. Withdrawal by the customer (cancellation and discontinuation), withdrawal by the guesthouse Haus Wendelstein**

4.1. By withdrawal from the agreement or the failure to arrive, the price agreed in the accommodation agreement is to be paid, even if the customer does not make use of the contractual services. This is not the case if the guesthouse Haus Wendelstein is in default with its services or it is not possible to provide the service.

4.2. Should the booked room not be occupied by the customer, the guesthouse Haus Wendelstein must offset the income arising from otherwise letting of the room and the saved expenses.

4.3. A withdrawal (discontinuation, cancellation) must take place in principle in writing or by email, or by fax. The guesthouse Haus Wendelstein can freely decide whether to set flat-rate charges for the damages.

The following cancellation charges apply:

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| • Cancellation 31 or more days before arrival        | 10 % |
| • Cancellation between 30 and 15 days before arrival | 20 % |
| • Cancellation between 14 and 8 days before arrival  | 50 % |
| • Cancellation between 7 and 3 days before arrival   | 70 % |
| • Within 48 hours before arrival                     | 90 % |
| • During exhibition and Oktoberfest dates min.       | 50 % |

of the respective agreed room price without the charge for breakfast.

4.4. The customer is free to provide evidence that no damage has occurred or that the damages incurred by the guesthouse Haus Wendelstein are lower than the flat-rate charge.

4.5. Should the guesthouse Haus Wendelstein and the customer agree a date for termination of the agreement in writing, then the customer can withdraw from the agreement on the agreed date without provoking charges or compensation claims by the guesthouse Haus Wendelstein. The customer's right to withdraw lapses if he does not exercise this right towards the guesthouse Haus Wendelstein in writing by the agreed date. Provided the customer's right to withdraw within a given period has been agreed in writing, the guesthouse Haus Wendelstein for their part is entitled to withdraw from the agreement within the withdrawal period, even if the customer has not expressly renounced his right to withdraw. Should an agreed advance payment not have been paid by the agreed date, the guesthouse Haus Wendelstein also has the right to withdraw from the agreement.

4.6. Furthermore, the guesthouse Haus Wendelstein is authorized to cancel the contract for exceptional circumstances, particularly if

- Force majeure or other circumstances unforeseen by the guesthouse Haus Wendelstein make the fulfillment of the contract impossible.
- The room has been booked using misleading or false information of important facts, for example regarding the person or purpose of the customer.
- Guesthouse Haus Wendelstein has justified reason to believe that the use of accommodation service can threaten the smooth operation of the business, without this being attributed to the power and organisation of the guesthouse Haus Wendelstein.
- The security or reputation of the guesthouse Haus Wendelstein may be impaired. In the case of justified cancellation by the guesthouse Haus Wendelstein, the customer is not entitled to compensation.

4.7. Before exercising the right of withdrawal, guesthouse Haus Wendelstein must immediately inform the customer of the withdrawal using the usual means of communication.

#### **5. Provision, handover and return of rooms**

5.1. When nothing else has been agreed, the customer has no claim to the provision of a particular room.

5.2. A booked room is available to the customer on the arrival from 12 noon. In the case of an earlier arrival, the luggage can generally be stored already. Should the booked rooms already be available for occupation, they can be claimed earlier.

The customer is asked to inform the guesthouse Haus Wendelstein of the rough arrival time, to enable better planning. Should the arrival be delayed, the guesthouse Haus Wendelstein is also to be informed in good time by telephone. If the appropriate information is not given, then the guesthouse Haus Wendelstein is authorized, in the scope of its obligation to reduce losses, to release the room for further reservations on the arrival day after 6 p. m. and on the subsequent days. Arrival and departure are valid as one day by the reservation, therefore, the number of nights are counted.

5.3. On the agreed departure day, the booked rooms must be vacated and available to the hotel by 10 a. m. at the latest. Luggage will be stored without charge, if necessary. If, for reasons beyond the control of the guesthouse Haus Wendelstein, the room is handed over after 12 noon, then 50 % of the room price without breakfast is charged, after 6 p. m., then 100 % of the room price without breakfast is charged.

#### **6. Liability**

6.1. The customer is liable to the guesthouse Haus Wendelstein for damage caused by him or the persons accompanying him.

6.2. Beyond the main contractual obligations (cardinal obligations), the guesthouse Haus Wendelstein is liable to the customer for all damage caused by intent or gross negligence. The customer is thereby obliged to contribute to a reasonable degree in the remedy of such disturbances and to keep the damage as minimal as possible. Guesthouse Haus Wendelstein is not liable to customer if the provision of services was not possible due to force majeure. In such cases, the guesthouse Haus Wendelstein endeavours to source services of the same value elsewhere.

6.3. For items brought by the guests, the guesthouse Haus Wendelstein is liable according to the legal provisions to a maximum value of € 800 for money, securities and other valuables. The customer is responsible for insuring brought items to a sufficient amount against theft, damage or destruction.

6.4. Insofar as the customer makes use of the parking opportunity on the premises of Wendelsteinstrasse 4, 81541 Munich, no safekeeping agreement comes into effect with the guesthouse Haus Wendelstein. The guesthouse Haus Wendelstein is not liable for loss or damage to the vehicle or property while parked or during parking procedures on the premises, except in the case of intent or gross negligence.

6.5. Wake-up calls, messages, post and parcel deliveries for the guest are not part of the services offered by the guesthouse Haus Wendelstein. Should corresponding services by arrangement in exceptional circumstances be undertaken by the guesthouse Haus Wendelstein, then they will be performed with the utmost care. Claims for damage under such circumstances are excluded, except in cases of gross negligence or intent.

## **7. Smoking ban**

The guesthouse Haus Wendelstein is a non-smoker establishment. In all of the guesthouse rooms Haus Wendelstein there is a strict smoking ban. If a customer violates this smoking ban, the guesthouse Haus Wendelstein is authorized to charge the customer who violated the smoking ban, where applicable, for the extra costs for additional room cleaning and possible loss of rent.

## **8. Responsibility and exemption from claims resulting from use of the WLAN or WiFi**

The guest himself is responsible for the data transmitted by WLAN used for billed services and performed transactions. Should the guest visit a chargeable internet page or enter into commitments, then he must carry the resulting costs. He is obliged to observe the applicable laws when using the WLAN. In particular, these include:

- The WLAN may not be used for calling up or for distribution of unethical or illegal contents.
- Objects protected by copyright may not be illegally copied, distributed or made accessible.
- The applicable laws for the protection of young people must be observed.
- No harassing, libellous or threatening contents may be sent or distributed.
- The WLAN may not be used for the sending of mass information (spam) and/or other forms of unacceptable advertising.

The guest is strictly prohibited from visiting file-sharing websites, and especially from starting music and/or film downloads over our internet.

The guest releases the guesthouse Haus Wendelstein from all damages and claims by third parties which involve the unlawful use of the WLAN by the guest and/or the breach of the above-mentioned conditions for use, this covers the associated costs and expenses for the claim asserted and its defence.

## **9. Final provisions**

9.1. Place of performance and payment, and the Court of Jurisdiction for the guesthouse Haus Wendelstein is Munich. The law of the Federal Republic of Germany applies.

9.2. Should individual provisions of these General terms and Conditions for the accommodation agreement and lodging in the guesthouse Haus Wendelstein be or become ineffective or invalid, then this does not affect the validity of the remaining provisions. In all other respects, the statutory provisions apply.

Last updated, 01.01.2023