



General Terms and Conditions of Hotel am Zoo GmbH & Co. KG (hereinafter referred to as "Hotel")

A. SCOPE OF APPLICATION - DEFINITIONS

1. These Terms and Conditions apply to contracts for the rental of hotel rooms for lodging purposes and other services provided by the hotel (Hotel Accommodation Contract).
2. Subletting or re-letting of the rooms provided as well as their use for purposes other than accommodation shall require the prior consent of the hotel in writing.
3. The customer's general terms and conditions shall only apply if this has been expressly agreed in text form in advance.
4. These General Terms and Conditions (GTC) are based on the following additional definitions:
5. "Consumers" are natural persons who conclude a legal transaction for purposes that can predominantly be attributed neither to their commercial nor to their independent professional activity.

"Entrepreneurs" are natural or legal persons or partnerships with legal capacity who, when entering into a legal transaction, act in the exercise of their commercial or self-employed professional activity.

"Text form" means a legible declaration in which the person making the declaration is named and which is made on a durable data carrier. A "durable medium" is any medium that enables the recipient to keep or store a declaration on the medium that is addressed to him or her personally in such a way that it is accessible to him or her for a period of time that is reasonable for its purpose and is suitable for reproducing the declaration unchanged, e.g. a printout or a PDF attachment to an e-mail.

"Cancellation" means the declaration of withdrawal before the agreed or scheduled check-in time

"Check-in" is the time on the day of arrival at which the room can be occupied.

B. CONCLUSION OF THE CONTRACT, -PARTNERS

1. The hotel is free to confirm the room reservation in text form. The hotel is not obliged to conclude a hotel accommodation contract. In the event that a hotel accommodation contract is concluded, the hotel is obligated to hold the rooms booked by the customer ready and to provide the agreed services. The customer is obliged to pay the agreed price for the services.
2. Contracting parties are the hotel and the customer. If a third party has ordered on behalf of the customer, they shall be liable to the hotel together with the customer as joint and several debtors.

C. NOTES ON THE RESERVATION

1. the **standard reservation** is maintained by the hotel until 6 p.m. on the day of arrival (check-in). In case of non-arrival by this time, the reservation will be cancelled by the hotel according to the conditions indicated at the time of booking. Thereafter, the customer has no further entitlement for accommodation. If arrival can only take place after check-in, the customer must inform the hotel of the expected arrival time and have the receipt of the information confirmed by the hotel. The reservation will then be maintained until the stated estimated time of arrival.
2. the **guaranteed reservation** will be maintained by the hotel throughout the night. In case of late cancellation or no-show, the hotel may charge the night's accommodation costs.
3. package services and prices subject to special conditions are subject to individual cancellation conditions of the selected hotel, which will be communicated to the customer on time.

D. Change/ Cancellation of Reservations by the Customer - Right of Withdrawal

1. Withdrawal by the customer from the hotel accommodation contract concluded with the hotel is possible if the customer is entitled to a statutory right of withdrawal or the hotel has granted the customer a right of withdrawal at least in text form or the hotel agrees to a cancellation of the contract at least in text form.
2. In principle, consumers are entitled to a fourteen-day right of withdrawal by law in the case of paid distance contracts with an entrepreneur. However, this does not apply when booking accommodation services for a specific date or period. Thus, a statutory right of cancellation does not exist with regard to the hotel accommodation contract (§ 312 g para. 2 no. 9 BGB).
3. Partial or full cancellation of accommodation services can be made free of charge for the customer up to 24 hours before check-in. Cancellations can only be notified by phone at +496821-904690 or by e-mail under info@hotelamzoo.de. Payments already made in advance by the customer are to be refunded to him.
4. If the customer has already paid in advance for the accommodation and/or service via a **booking portal** - booking via the hotel's own website is excluded from this - the cancellation conditions of the booking portal shall apply in the event of a cancellation in accordance with the contract. It is pointed out that prepaid installments paid, if any, will not be refunded or cancellation fees will be charged.
5. In case of cancellation after the expiry of the cancellation period according to the above paragraph 3, the hotel is entitled to charge the agreed price for the accommodation service.
6. If the customer requests a change in the booked service after check-in, this can be done directly at the hotel. If the change of the booked service leads to a reduction of the booked service, the hotel is entitled to claim the amount due for the service to be changed against the customer.

7. The hotel expressly reserves the right to claim damages in the event that the customer negligently does not make use of the accommodation service. The hotel shall offset the expenses it has saved as a result of the non-utilization of the accommodation service against any damages that may be incurred.

E. PRICES, PAYMENT, SET-OFF

1. Prices are per room and per night, depending on the description of services partly including, partly excluding catering. The hotel is legally obliged to indicate the respective total price including taxes (such as VAT) and other price components (such as local taxes and duties). Not included are local taxes, which are additionally owed by the customer or his fellow travelers according to local law, e.g. tourist tax.
2. According to the dates of travel and length of stay of the customer, the price available for the hotel is displayed in EURO. The binding offer for the hotel selected by him shows the valid room price. The booking is made at the price selected in each case, which is displayed to the customer for the selected travel date on the booking portal.
3. If the customer notices irregularities with regard to the price information of the hotels in the booking portal, we ask for a notification to the contact details stated in the imprint of the booking portal. Room prices that are transmitted to the hotel from a third-party system are subject to a permanent updating process by the hotel. Nevertheless, it cannot be completely ruled out that rooms are no longer available at the price shown in the results list. In this case, the current bookable price will be displayed to the customer when queried on the booking portal.
4. The hotel may make its consent to a subsequent reduction requested by the customer in the number of rooms booked, the number of persons, the hotel's services or the customer's length of stay conditional on an increase in the price for the rooms and/or for the hotel's other services.
5. Unless otherwise agreed between the customer and the hotel, the customer shall pay for the accommodation services and any additional options upon check-out. The customer shall provide payment details either
 - (i) to pre-pay the reservation prior to the stay,
 - (ii) or as a guarantee for the reservation. In exceptional cases, payment can be made within 14 days from the date of sending the invoice without deduction. In case of late payment, the hotel is entitled to charge a lump sum (penalty for late payment, handling fee) in the amount of 25,00 Euro.
6. The hotel is entitled to demand an advance payment or security deposit from the customer upon conclusion of the contract. 7.
7. In justified cases, e.g. payment arrears of the customer, the hotel is entitled to refuse further services.
8. The customer may only offset an undisputed or legally binding claim against a claim of the hotel.

F. HANDOVER AND RETURN OF THE HOTEL ROOM

1. Booked rooms are available to the customer from 3:00 pm on the agreed day of arrival (check-in). The customer has no right to earlier availability.
2. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. After this time, the hotel may charge 50% of the full accommodation price (list price according to the notice) for the late check-out until 2:00 p.m., and 100% thereafter for the use of the room in violation of the contract.
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G. LIABILITY OF THE HOTEL - LIMITATION PERIOD

1. The hotel is liable to the customer for its obligations under the contract in accordance with the statutory provisions.
2. Claims of the customer for damages are excluded, unless they are based on a grossly negligent or intentional breach of duty by the hotel. Also excluded are such damages that result from injury to life, limb or health.
3. Insofar as a parking space is made available to the customer in the garage or in the hotel parking lot, even for a fee, this does not constitute a safekeeping contract. In the event of loss of or damage to motor vehicles, trailers, motorcycles or trailers parked or maneuvered on the hotel property and their contents, the hotel shall not be liable - except in cases of intent or gross negligence.
4. Insofar as liability for the hotel is excluded, this exclusion of liability also applies to the hotel's legal representatives or auxiliaries.
5. Claims of the customer against the hotel are subject to a limitation period of one year in deviation from § 195 BGB (German Civil Code), unless they are claims for damages based on injury to life, body or health, or claims for damages based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of duties typical for the contract by the hotel. A breach of duty by the hotel is equivalent to a breach of duty by a legal representative or vicarious agent. The limitation period begins at the end of the year in which the claim arose and the customer becomes aware of the circumstances giving rise to the claim and the person of the debtor or should have become aware without gross negligence.

H. EXCLUSION OF CONSUMER DISPUTE RESOLUTION

The hotel points out that there is no obligation under the Consumer Dispute Resolution Act to participate in dispute resolution proceedings before consumer arbitration boards, nor has such an obligation been voluntarily assumed by the hotel.

I. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS (GTC)

1. The hotel is entitled to change the general terms and conditions with effect for the future. The hotel will make changes only for valid reasons, e.g. changes in jurisdiction or legislation or other equivalent reasons exist.
2. If the change would significantly affect the agreements or the contractual balance between the contracting parties, it shall not be made. Any such changes shall require the consent of the customer.

J. FINAL PROVISIONS

1. Amendments and additions to the contract or these general terms and conditions shall be made in text form.
2. The place of fulfillment and payment is the location of the hotel.
3. Should individual provisions of these general terms and conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.