

Guest admission conditions of the hosts in the Alpenwelt Karwendel

Dear guest,

We appreciate your interest in booking accommodation with a host in the Alpenwelt Karwendel. In the event of a conclusion of a guest accommodation contract, the host and the Alpenwelt Karwendel, together with the associated tourism offices, will use their abilities and experience to make your stay as pleasant as possible. This will also be supported by clear legal agreements on your rights and obligations as a guest and the rights and obligations of your host, which are to be met with by you in the form of the following terms and conditions of admission. These terms and conditions of guest accommodation, as far as agreed effectively, will be the content of the guest accommodation contract which will be concluded between you and your host in the case of a booking. Please read these guest conditions carefully before booking.

1. Declaration of the Alpenwelt Karwendel GmbH with the attached tourism offices; Scope of these Terms of Contract

1.1. The Alpenwelt Karwendel Mittenwald Krün Wallgau Tourismus GmbH - hereinafter abbreviated to "AWK" - with the attached tourism offices (tourist information) is the operator of the respective website or publisher of the respective host directory. As far as the AWK arranges accommodations with the attached tourism offices, it also has the status of a travel agent. However, the AWK with the associated tourism offices is under no circumstances the contractual partner of the guest accommodation contract that will be concluded in the event of a booking. It is therefore not liable for the information provided by the host regarding prices and services, for the provision of services itself and for performance defects.

1.2. A possible liability of the AWK with the local tourist offices from the agency contract and from legal regulations, in particular according to mandatory regulations over teleservices and the electronic business traffic remains unaffected.

1.3. These terms and conditions apply, as far as effectively agreed, for all bookings of accommodation where the basis of booking is the list of hosts issued by AWK, or for bookings based on corresponding offers on the Internet, the descriptions there.

1.4. The hosts reserve the right to agree with the guest other than the present guest reception conditions or to make individual or divergent agreements to the present guest reception conditions.

2. Conclusion of contract

2.1. For all booking types:

a) The offer of the host and the booking of the guest are based on the description of the accommodation and the additional information on the booking basis (such as classification explanations) as far as these are available to the guest at the time of booking.

b) In accordance with the legal obligations, the guest is informed that according to the statutory provisions (§ 312g para. 2 sentence 1 no. 9 BGB) in the case of guest accommodation contracts that are sent by distance (letters, catalogs, telephone calls, faxes, e-mails, via mobile telephony) Messages (SMS) as well as radio and telemedia) have been concluded, no right of revocation exists but only the statutory provisions on the non-use of rental services (§ 537 BGB) apply (see also Para. 7 of these conditions of entry). However, a right of revocation exists if the contract has been concluded outside of business premises, unless the oral proceedings on which the contract is based have been conducted by you as a consumer on a previous order; in the latter case, a right of withdrawal is also not granted.

2.2 For the booking, which is made verbally, by phone, in writing, by e-mail, by request form or by fax, the following applies:

a) By booking the guest offers the host the conclusion of the binding guest accommodation contract.

b) The contract is concluded with the receipt of the host acceptance (booking confirmation) by the guest. It requires no form, so that verbal and telephone confirmations for the guest and the host are legally binding. As a rule, the host will also provide the guest with a written copy of the booking confirmation in the event of verbal or telephone booking confirmations. Verbal or telephone bookings made by the guest lead to a binding conclusion of the contract with a corresponding binding verbal or telephone confirmation by the host, even if the guest does not receive the corresponding additional written copy of the booking confirmation.

c) If the host submits a special offer to the guest at his request, this is, contrary to the above provisions, a binding contract offer of the host to the guest, as far as this is not a non-binding information about available accommodation and prices. In these cases, the contract is concluded without the need for a corresponding

reconfirmation by the host, if the guest, within a period specified in the offer, without restrictions, changes or extensions by express declaration, deposit, final payment or accepts use of the accommodation.

2.3 For bookings made on the Internet, the following applies to the conclusion of the contract:

The booking confirmation is made immediately after the booking is made by the guest by pressing the button "book for a fee" thus displaying the booking confirmation on the screen (booking in real time). The guest admission contract comes into being with access and presentation of this booking confirmation. The guest is offered the opportunity to save and print out the booking confirmation. However, the liability of the guest accommodation contract is not dependent on the guest using these facilities for storage or expression. As a rule, the guest also receives a copy of the booking confirmation by e-mail, e-mail attachment, mail or fax. However, the receipt of such additionally transmitted booking confirmation is not a prerequisite for the legal validity of the guest accommodation contract.

3. Reservations

3.1. Non-binding reservations entitling to a free cancellation are only possible with the express agreement of the host.

3.2. If a non-binding reservation has been agreed, the guest must notify the host by the agreed time if the reservation is to be treated as a binding booking. If this does not happen, the reservation is no longer valid with no further notice from the host being required. If the notification takes place, the booking becomes binding irrespective of a confirmation from the host.

4. Prices and services

4.1. The prices stated in the booking basis (accommodation list, host's offer, Internet) are final prices and include the statutory value added tax and all ancillary costs, unless otherwise stated with regard to additional charges. Spa tax / tourist tax as well as charges for consumption-based billed services (eg electricity, gas, water, firewood) and for optional and additional services, which are booked or used on site.

4.2. The services owed by the host are based exclusively on the content of the booking confirmation, the details of the accommodation and the services of the host in the basis of the booking as well as any additional agreements expressly made with you. The guest is recommended to make additional agreements in text form.

5. Payment

5.1. The due date for down payment and final payment depends on the agreement made between the guest and the host and noted in the booking confirmation. If a special agreement has not been made, the entire price of the accommodation, including charges for ancillary costs and additional services at the end of the stay, is payable to the host.

5.2. The host may demand a down payment of up to 20% of the total price of accommodation services and additional services booked after conclusion of the contract, unless otherwise agreed in the individual case with respect to the amount of the down payment.

5.3. The host may charge for late stays and extra services (for example meals not included in the accommodation price, withdrawals from the minibar) for stays of more than 1 week after the expiry date, and make them payable.

5.4. Payments in foreign currencies and with a crossed check are not possible. Credit card payments are only possible if agreed or offered by the host. Payments at the end of the stay are not possible by bank transfer.

5.5. If the guest does not make an agreed deposit despite a reminder from the host with a reasonable deadline, or not completely within the specified period, the host is, as far as he is willing and able to provide the contractual services and so far no legal or contractual right of retention of the guest, entitled to rescind the contract with the guest and to pay cancellation fees according to para. 7 of these conditions.

6. Arrival and departure

6.1. The following provisions apply as far as no other agreements have been made between the guest and the host in individual cases. The host has to provide the accommodation at the agreed time. Otherwise, he makes himself liable for damages.

6.2. The arrival of the guest has to occur at the agreed time, without special agreement at the latest by 18:00 o'clock. For later arrivals applies:

a) The guest is obligated to notify the host by the agreed time of arrival at the latest, if he arrives late or if he wishes to move the booked accommodation for a stay of several days, then at the latest on the following day.

b) If timely notice is not given, the host is entitled to occupy the accommodation otherwise. For the period of non-occupancy, the provisions in no. 7 apply.

c) If the guest informs of a later arrival, then the guest has to pay the agreed remuneration, less saved expenses according to no. 7.4 and 7.5 for the unused occupancy, unless the host has contractually or legally to the reasons responsible for the subsequent belated occupancy.

6.3. The vacating of the accommodation by the guest has to have occurred by the agreed time, without special agreement at the latest by 10:00 o'clock of the departure day. If the accommodation is not vacated in time, the host may request a corresponding additional payment. The assertion of further damage remains reserved to the host.

7. Cancellation and no-show

7.1. In the event of cancellation or a non-arrival of the guest, the claim by the host on payment of the agreed price of the stay, including the catering portion and the fees for additional services, remains. This does not apply insofar as the guest has been granted a free right of withdrawal by the host and the host receives the guests declaration to exercise his right to withdraw from the contract, which does not require any specific form, on time.

7.2. The host, in the ordinary course of his business, has no obligation to make any special efforts whilst takes into account the particular nature of the accommodation booked (for example, non-smoking rooms, family rooms) to make available an alternate accommodation.

7.3. If the host is able to fill the accommodation with an alternative booking during the previously booked time frame, he will refer to his claim under 7.1. The income from such other occupancy, insofar as such is not possible, offset any expenses saved.

7.4. According to the percentages recognized by the case law for the assessment of saved expenditures, the guest is obliged, taking into account, if necessary, according to para. 7.5 amounts to be credited to the host the following amounts, in each case based on the total price of the accommodation services (including all ancillary costs), but without consideration of spa contributions:

For apartments / accommodations

- without meals 90%
- Overnight stay / breakfast 80%
- With half board 70%
- Full board 60%

7.5. The guest expressly reserves the right to prove to the host that the saved expenses are substantially higher than the deductions considered above or that the accommodation services or other services have been used elsewhere. In the case of such proof, the guest is only obliged to pay the correspondingly lower amount.

7.6. The guest is strongly recommended to take out travel cancellation insurance.

7.7. The declaration of withdrawal must be sent directly to the host for all bookings and must be made in text form in the interest of the guest.

8. Duties of the guest; Termination by the guest or the host; Carrying of animals

8.1. The guest is obligated to treat the accommodation and its facilities as well as all facilities of the host only as intended, as far as possible (such as swimming pool and sauna) according to the rules of use and overall care.

8.2. The guest is obligated to observe the house rules or court regulations, which were announced to him or appropriate time was given for these instructions to be noted.

8.3. The guest is obligated to inspect the accommodation and its facilities at the time of purchase and to notify immediately of any recognizable defects or damages.

8.4. The guest is obliged to notify the host of any defects and faults immediately and to demand remedial action. Without this defect notification by the guest, claims made by the guest to the host can be omitted in whole or in part.

8.5. The guest can terminate the contract only in case of significant defects or disruptions. The guest has to set the host a reasonable period of time to remedy the defect, unless a redress is impossible, is denied by the host or the immediate termination by a special, recognisable interest of the guest is objectively justified, by which the continuation of the stay is objectively unreasonable.

8.6. The host may terminate the contract without notice, if the guest disturbs the operation of the host or the execution of the stay, regardless of a warning from the host or if he behaves in breach of contract to such an extent that the immediate cancellation of the contract is justified, if the host cancels, the provisions of paragraph 7 apply accordingly to the payment claim of the host.

8.7. Domestic pets can only be accommodated in the accommodation if expressly agreed to in this regard, if the host provides for this option in the invitation to tender. The guest is obliged to provide true information about the type and size of such agreements. Violations against this can entitle the host to an extraordinary termination of the guest accommodation contract.

9. Limitation of liability

9.1. The liability of the host from the guest accommodation contract according to § 536a BGB for damages that do not result from injury to life, limb or health is excluded unless it is due to intentional or grossly negligent breach of duty by the host or one of the legal representatives or Assistant of the host is based.

9.2. The eventual innkeeper liability of the host for objects brought in according to §§ 701 ff. BGB remains unaffected by this regulation.

9.3. The host is not liable for any performance disturbances in connection with services that are recognizable to third parties during the stay as external services (for example, excursions, entrance tickets, tickets for transport services, sports events, theater visits, exhibitions, etc.). The same applies to third-party services, which are arranged by the host together with the booking of the accommodation, as far as these are explicitly marked as external services in the invitation to tender or the booking confirmation.

10. Alternative dispute resolution; Choice of law and jurisdiction

10.1. Regarding the Consumer Discrimination Act, the host points out that he is currently not participating in a voluntary consumer dispute settlement. If participation in a consumer dispute settlement facility becomes mandatory for the host after the guest has been issued the guest will be informed in an appropriate manner. For all accommodation contracts concluded in electronic commerce, reference is made to the European online dispute resolution platform <http://ec.europa.eu/consumers/odr/>.

10.2. The contractual relationship between the host and the guest is exclusively subject to German law. The same applies to the other legal relationship.

10.3. The guest can sue the host only at the host's location.

10.4. For complaints of the host against the guest the domicile of the guest is authoritative. For actions against guests who are merchants, legal persons under public or private law or persons who are domiciled or ordinarily resident abroad, or whose place of residence or habitual residence is unknown at the time of filing of the claim The place of jurisdiction is the location of the host.

10.5. The above provisions do not apply if and to the extent applicable to the contract applicable, non-mandatory provisions of the European Union or other international provisions are applicable.