

General Terms and Conditions for the Accommodation Contract

Luxalps GmbH

By making a booking, the guest accepts the following terms and conditions, in the version valid at the time the contract is concluded, as part of the contract concluded with Luxalps GmbH (hereinafter referred to as "Accommodation Provider"), unless otherwise individually agreed in the contract.

We therefore kindly ask you to read the following conditions carefully.

1. Subject of the Contract and Contractual Parties

1.1 These terms and conditions apply to contracts concluded with the Accommodation Provider concerning the rental of rooms for guest accommodation, as well as all other services provided by the Accommodation Provider.

1.2 The customer's own terms and conditions shall only apply if previously agreed upon.

1.3 By making a booking—whether orally, in writing, by phone, fax, internet, or email—the guest makes a binding offer to the Accommodation Provider to conclude a contract.

1.4 The contract comes into effect upon acceptance of the booking by the Accommodation Provider. The Accommodation Provider is free to confirm the booking in writing. A booking may also be handled by an intermediary (e.g. local tourist office) on behalf of the Accommodation Provider.

1.5 If the booking confirmation differs from the original booking request, it constitutes a new offer to the guest. The guest can accept this new offer within 10 days. During this period, the Accommodation Provider is bound by the terms of the new offer. Acceptance can be given explicitly or by conclusive action (e.g., payment of the booking amount).

1.6 Contracting parties are the guest and the Accommodation Provider. If a third party makes the booking on behalf of the guest, both the third party and the guest are jointly liable to the Accommodation Provider, provided that the Accommodation Provider has received the corresponding declaration from the third party.

2. Services, Arrival, Prices, Duties

2.1 Accommodation Provider's Obligations

The Accommodation Provider is obliged to provide the booked accommodation from the agreed time and for the agreed duration and to render the agreed services. Unless specifically confirmed in writing, the guest has no right to a particular room.

Booked rooms will be held until 6:00 PM on the arrival day. The guest must inform the Accommodation Provider in advance of any late arrival.

If the guest has paid a deposit or the full amount or provided a credit card number, the room will be held beyond that time.

2.2 Guest's Obligations

The guest is obliged to accept and pay for the booked accommodation and any associated charges (e.g., minibar, phone, video).

On the agreed departure day, rooms must be vacated by 10:00 noon. After this time, the Accommodation Provider may charge the full daily room rate. The guest may prove that a lower or no damage has occurred.

2.3 Prices and Adjustments

Prices are as per the current price list or specific contractual agreement. Prices include legally applicable VAT.

If more than four months lie between contract conclusion and fulfillment, and the general price level has risen, the Accommodation Provider may increase the agreed price by up to 10%.

Prices may also change if the guest later changes the number of guests, rooms, or length of stay and the provider agrees.

2.4 Other Guest Duties

The guest may only use the accommodation as intended and in accordance with house rules.

The accommodation may only be used by those listed in the booking confirmation.

Subletting requires prior written consent.

Any defects must be reported immediately to allow for remedy.

In case of significant disruptions or defects, the guest must set a reasonable deadline for remedy. If unmet, the guest may terminate the contract. No deadline is needed if remedy is impossible, refused, or unreasonable.

The bringing of pets requires prior agreement with the accommodation provider and is subject to a fee. The type and size of the pet, and in the case of multiple animals their number, must be stated. The guest is liable for any animals brought along in accordance with the rules governing the liability of animal owners. Pets are not permitted in the sauna, pool or hot tub. Pets are also not allowed on beds or sofas. Pets must be kept on a leash at all times throughout the entire premises of the accommodation provider. **If these points are disregarded, a special cleaning will be carried out €500 will be charged!**

3. Payment, Offsetting, and Security

3.1 Payment Due and Deposit

Unless otherwise agreed, all accommodation-related charges must be paid by departure.

The Accommodation Provider may demand a deposit of 10–40% of the booking amount. Invoices are due immediately upon receipt. A default occurs after 30 days if no payment

is made, with consumer-specific conditions.

Default interest of 5% (consumers) or 8% (business clients) above the base rate may be charged.

A €5.00 fee may be charged for each reminder notice.

3.2 Credit Cards and Other Payment Methods

The Accommodation Provider decides on a case-by-case basis which cards or payment methods to accept.

3.3 Offsetting

Guests may only offset claims that are undisputed or legally established.

3.4 Security Rights

If payment is not made, the Accommodation Provider has a lien on the guest's belongings to secure its claims.

4. Service Changes or Deviations

Minor deviations from the agreed service content are permissible if objectively justified and not substantial.

An example includes provision of equivalent alternative accommodation.

Guests must be informed promptly. If no alternative is possible, the guest may cancel the booking at no cost.

If a last-minute cancellation occurs due to urgent reasons, the guest must be offered an equivalent substitute within 4 hours.

Additional costs for substitute accommodation are borne by the service provider.

5. Cancellation and No-Show

5.1 Guest Cancellation

Guests may cancel at any time before the stay by notifying the Accommodation Provider (preferably in writing).

The guest remains liable for the agreed price unless the room is rebooked.

The Accommodation Provider will attempt to re-let the room.

Savings and rebookings will be deducted from the cancellation fee.

If the room cannot be re-let, the following cancellation fees apply:

- Up to 29 days before arrival: 10%
- Up to 19 days: 30%
- Up to 15 days: 60%
- Up to 10 days: 90%

- Less than 10 days or no-show: 100%
Guest may prove lower damage or rebooking occurred.
Travel cancellation insurance is highly recommended.

5.2 Cancellation by the Accommodation Provider

The Accommodation Provider may cancel if the guest does not confirm a provisional booking or fails to pay a deposit.

Cancellations may also occur for serious reasons, e.g., false information, force majeure, illegal subletting, or security risks.

The guest must be informed in writing within 14 days of the reason becoming known.

No compensation claims arise in these cases.

The right to claim damages or expenses remains unaffected.

6. Early Termination

Fixed-term contracts end as agreed.

Early departure does not reduce the guest's payment obligation. The provider will attempt to re-let the room but is not obliged to make special efforts.

Contracts end upon the guest's death.

7. Liability

7.1 Contractual Liability

The Accommodation Provider is liable with the diligence of a prudent merchant.

Liability for damages is excluded unless arising from injury to life, limb, or health due to negligence, or from gross negligence, or violation of essential contractual obligations.

Mandatory product liability and warranties remain unaffected.

The provider is obliged to attempt remedy of any disruptions once informed.

7.2 Liability for Property

The provider is liable for belongings up to 100 times the room rate (max. €3,500), and for money, securities, and valuables up to €800.

Storage in the room safe (up to €800) or hotel safe (up to €10,000) is recommended.

Liability expires if the guest does not report a loss immediately.

7.3 Parking

Use of hotel parking does not constitute a safekeeping agreement.

The provider is only liable for damage or loss in case of intent or gross negligence.

7.4 Wake-Up Calls, Mail, and Shipments

Wake-up calls are carried out by the accommodation provider with the utmost care.

Messages, mail, and goods sent for guests will be handled with care. The

accommodation provider assumes responsibility for delivery, safekeeping, and – upon request and for a fee – forwarding of the same. The provisions in Clause 1, sentences 2 to 4, apply accordingly.

8. Limitation Period

8.1 Guest claims against the accommodation provider – regardless of the legal grounds, with the exception of claims arising from unlawful acts – expire after one year. Claims arising from unlawful acts are subject to the statutory limitation periods.

8.2 The limitation period begins at the end of the year in which the claim arose and the guest became aware of the circumstances giving rise to the claim and of the accommodation provider as debtor, or would have become aware without gross negligence.

8.3 If negotiations are ongoing between the guest and the accommodation provider regarding the claim or the circumstances giving rise to the claim, the limitation period is suspended until one party refuses to continue the negotiations. The limitation period shall commence no earlier than three months after the end of the suspension.

9. Data Protection

9.1 The accommodation provider collects and processes personal data solely for the purpose of handling the guest's booking. All guest data is stored and processed in accordance with the relevant provisions of the Federal Data Protection Act (BDSG) and the Teleservices Data Protection Act (TDDSG).

9.2 The guest has the right at any time to receive information about, correct, block, or delete their stored data free of charge.

9.3 The personal data provided by the guest will be used exclusively to establish and perform the accommodation service and any other booked services. The accommodation provider is entitled to pass this data on to third parties for the purpose of handling inquiries, bookings, and payment processing.

9.4 Unless revoked, the accommodation provider is entitled to collect, process, and use the collected personal data for the purposes of customer advice, advertising, market

research, and the tailored design of offers and services. Revocation may be submitted at any time in an informal manner to the accommodation provider.

10. Final Provisions, Jurisdiction, and Applicable Law

10.1 Amendments or additions to the contract, the acceptance of the application, or these General Terms and Conditions for the accommodation contract should be made in writing. Unilateral amendments or additions by the customer are invalid.

10.2 The entire legal and contractual relationship between the accommodation provider and guests who do not have a general place of residence or business in Germany is subject exclusively to German law. The application of UN sales law and conflict of laws provisions is excluded.

10.3 Legal actions against the accommodation provider must be filed at its place of business.

10.4 For legal actions by the accommodation provider against the guest, the guest's place of residence shall apply, unless the guest is a merchant, a legal entity under public or private law, or a person who, after concluding the contract, has moved their place of residence or habitual abode abroad, or whose residence or habitual abode is unknown at the time the action is filed. In these cases, the place of business of the accommodation provider shall apply.

10.5 Should individual provisions of these General Terms and Conditions for the hotel accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. Otherwise, the statutory provisions shall apply.