

**Terms of the Accommodation Agreement -  
Pension "Inn of the St. Sistine" Merseburg,  
Inh. Andreas Scholte, Preußerstraße 18, 06217 Merseburg,  
Susanne Scholte, Preußerstraße 20, 06217 Merseburg**

**1. Scope:**

- 1.1. These Terms and Conditions govern contracts for the rental use of board rooms for accommodation and all other services rendered to the Guests of Pension "Inn of the St. Sistine" - hereinafter referred to as board -.
- 1.2. Terms and Conditions of the Guest apply only if so agreed in writing.
- 1.3. Writing is also available, if e-mail correspondence is carried out. The other Party shall give his name, phone number and the full address notified.

**2. Contract, parties, liability, limitation:**

- 2.1. The contract is concluded by the acceptance of the request / application of the guest about through the board. The conclusion of the agreement obliges the parties to fulfill, regardless of how long the contract is finished. The contract can not be canceled unilaterally. The board is entitled to request the room reservation in writing. Thereafter, there is a written confirmation of acceptance of the contract in addition to consideration of these Conditions by the board. The contract is binding by the short-term oral form.
- 2.2. Contractors are houses and the guest. Has ordered for the guest Mom, he is liable to the board over, together with the guest and severally liable for all obligations arising from the accommodation agreement.

**3. Services, prices, payment, invoicing:**

- 3.1. The board is obliged to have the booked rooms and to provide the agreed services. In non-typical services, liability is limited to intent and gross negligence of the board.
- 3.2. The guest is obliged to pay the agreed price of the pension for rooms provided and used by him in other services used. The prices of individual rooms are provided upon request on a separate list every guest. Decisive is the price in the contract.
- 3.3. The agreed prices include applicable VAT.
- 3.4. The payment for the entire stay is weekly in advance, unless otherwise agreed.
- 3.5. The board is entitled to change the price if the guest subsequently desires a change of the number of rooms booked, the power of the board or the length of stay and the board agrees.
- 3.6. The board is entitled to demand for contract an appropriate advance. The amount of the advance and the date of payment must be agreed in writing. then 50% of the contract performance and is to be paid by the agreed date to the account of the pension. Otherwise, there is no claim to fulfillment.
- 3.7. The guest is liable for the careful handling of the device and provides the board from all claims made by third parties free.

**4. Withdrawal of the customer (cancellation / cancellation)**

- 4.1. A cancellation of the guest concluded with the Pension accommodation contract requires the written consent of the board. If not this, then the price agreed in the contract must also be paid if the guest does not make the contractual performance claim.
- 4.2. Insofar as pension and the guest a date for rescinding the contract was agreed upon, the guest may rescind the contract, without incurring payment or damage claims the pension. The right of withdrawal score expire if he does not exercise his cancellation right in writing to the board by the agreed date, insofar as no case of delayed performance of the board or to be taken by their impossibility of performance.

4.3. When undertaken by the Guest rooms provided the board must credit the income from renting the rooms and saved expenses.

If a guest contractual performances which he by phone or in writing had ordered and also reserved via email in advance, not from, so it remains to pay the agreed price in the following amounts committed:

For cancellation 3 days before arrival date 50% of the ordered total output will fall due.

For a cancellation 2 days before arrival date 60% of the ordered total output will fall due.

For cancellation 1 day before arrival date and on arrival even 80% of the ordered total output will fall due.

4.4. In premature departure, reported to the board only during the stay of the guest, the pension reserves, 50% of the contracted power to charge up to the originally agreed departure date.

## **5. Withdrawal of Pension**

5.1. If an agreed advance not done after the lapse of a set by the board reasonable time, the board can withdraw from the contract.

5.2. The board is entitled to withdraw exceptionally justifiable reasons the agreement if

5.2.1. Force majeure or other not to be taken by the Pension circumstances make the fulfillment of the contract.

5.2.2. Rooms under misleading or false information regarding material facts, such as to the identity of the guest or the purpose, be booked.

5.2.3. The board has reasonable grounds to believe that the use of services might jeopardize the smooth operation, security or reputation of the board in public or when other tenants are permanently disturbed / disturbing the peace house.

5.2.4. Default of payment (s. P. 8.2.) And the board has reasonable doubt, get paid for the previous calculations.

5.3. The board has, if possible, to inform the Guest of the exercising the right of withdrawal in writing without delay, having regard.

5.4. Justified cancellation by the board not to claim the guest to compensation.

5.5. The board can ask the contractor or the guests with adequate substitute accommodation (of the same quality) available if this is reasonable for the Party, particularly if the difference is insignificant and objectively justified.

5.6. A factual justification is given for example, if the room is unusable, guests extend their stay, the establishment is overbooked or other operational measures give rise to this step.

5.7. Possible extra costs for the substitute accommodation at the expense of the pension.

## **6. Provision of rooms and return**

6.1. The Guest is not entitled to be provided specific rooms. The board is basically tried to reproach the appropriate standard of the rooms. If this is not possible, the pension corresponding equivalent replacement is obliged to procure

6.2. The takeover of the rooms is possible in principle, at 15:00. Earlier stage and arrivals after 18:00 are agreed in advance by phone.

6.3. On the agreed date of departure, the rooms must be vacated by 11:00 to provide. A late move is to be agreed in advance. Otherwise, 50% of the list price or the proven damages of pension payable.

6.4. In the rooms smoking is prohibited. For this purpose, may be required in respect of the room a signature. If breach of this Agreement, falling Euro 50,00 excl. Of VAT. VAT. Per day of use on to cleaning costs.

6.5. The cook in the rooms must be limited to the lowest possible. Cooking / roasting in the rooms is strictly prohibited. For the storage of food of pension own fridge is available at any time.

6.6. The use of alcohol is interpreted to limit that harassment of other boarders will be omitted and the security of the house is not at risk.

6.7. The guest agrees to all undeclared people - especially visitors - to register with the landlord before entering the house. The stay of visitors in the guest's room is only allowed for a short time, d. H. Not happen overnight. In case of violation, the landlord can increase the rent by the corresponding number of persons.

6.8. The customer / guest is allowed booked rooms not left to other, undeclared persons, even if the time for which he was paid or reserved not yet elapsed. Here we refer specifically to the respective valid registration law.

## **7. liability**

7.1. Legal regulations apply for the unlimited liability of the pension.

7.2. A liability of the pension for third-party services does not exist.

7.3. For thefts from generally accessible rooms of Pension Pension assumes no liability. In the room can be assumed liability only if proof is to gross negligence by the board, also apply to agents of the board, provided. For valuables, jewelery, cash, etc. There is no liability. Evidence borne by the guest.

7.4. Should disruptions or defects in the performance of the board occur, the board will endeavor with knowledge, immediate action to remedy. The guest is required to contribute to eliminate the disruption and to keep any possible damage.

## **8. Legal arrangements**

8.1. Invoices are due immediately and without any deduction in principle upon receipt.

8.2. Default in payment of more than 30 days, the board is entitled to charge interest at the rate of 5% above the discount rate of the European Central Bank.

## **9. Animals**

9.1. Das Pets are allowed only in individual cases and after prior consultation.

## **10. Handling Data**

10.1. Personal data is collected only in the framework of the statutory provisions of the Federal Data Protection Act (Act) and the Teleservices Data Protection Act / TDDSG)

## **11. Final Provisions**

11.1. Changes or additions to the contract, the application acceptance, or these terms and conditions for receiving pension should be in writing. Unilateral changes or additions by the customer are invalid.

11.2. Performance and payment is the seat of the board.

11.3. German law applies

11.4. If any provision of the Terms and Conditions for the board receiving ineffective or void, so the validity of the remaining provision shall not be affected. In addition, the statutory provisions apply

11.5. A copy of the Terms and Conditions will be sent to the guest on request, is part of the website of the Pension and further lies in the board for inspection.

**Merseburg, the July 1, 2016**