



General Terms and Conditions of HGV GmbH & Co. KG Governing Accommodation Agreements

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Dear Guest,

If you book accommodation or other services described below with us, these General Terms and Conditions shall become part of the contractual relationship between you and HGV GmbH & Co. KG (hereinafter referred to as the "Hotel"). Please read these terms carefully.

§ 1 Scope of Application

(1) These General Terms and Conditions (GTC) apply to all contracts between HGV GmbH & Co. KG (hereinafter referred to as the "Hotel") and the customer concerning the provision of all services related to accommodation, lodging, hotel and hotel room contracts, in particular the provision and/or rental of hotel rooms for accommodation purposes (hereinafter collectively referred to as the "Accommodation Agreement").

(2) The Hotel's GTC shall apply exclusively. Deviating, conflicting or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that the Hotel has expressly agreed to their validity in text form. This requirement of consent shall apply in all cases, for example even if the Hotel performs the agreed services without reservation in knowledge of the customer's terms and conditions.

(3) The subletting or re-letting of the rooms, areas or other exhibition spaces provided, as well as the conducting of job interviews, sales or similar events or public invitations thereto, require the prior consent of the Hotel in text form. Section 540 para. 1 sentence 2 of the German Civil Code (BGB) shall not apply insofar as the customer is not a consumer.

§ 2 Conclusion of Contract, Services of the Hotel, Limitation Period

(1) A contract between the Hotel and the customer shall only come into existence once the Hotel accepts the customer's offer to conclude an Accommodation Agreement. Acceptance by the Hotel may be made without observing any specific form; as a rule, acceptance shall be made in text form by means of a booking confirmation.

(2) Non-binding reservations of hotel rooms or other services are only possible within the framework of an express agreement between the Hotel and the customer in text or written form. If the customer wishes to convert a non-binding reservation into a binding booking,



the conclusion of a corresponding Accommodation Agreement shall require renewed acceptance by the Hotel in accordance with the above provisions.

(3) The Hotel is obliged to provide the hotel rooms booked by the customer and, where agreed, to render additional services. Information in brochures, on the website and other service and property descriptions, including on online platforms or in local or hotel guides, shall only become part of the contract if their content has been expressly agreed between the Hotel and the customer.

(4) The accommodation of animals of any kind is only permitted if expressly agreed in text or written form. In such case, the customer is obliged to provide truthful information regarding the type and size of the animal.

(5) All claims against the Hotel shall generally become time-barred one year after the statutory commencement of the limitation period. This shall not apply to claims for damages and other claims based on intentional or grossly negligent breach of duty by the Hotel.

§ 3 Prices, Terms of Payment

(1) The customer is obliged to pay the agreed prices for the Hotel's services, in particular for the booked hotel rooms, as well as for services provided by third parties commissioned directly by the customer or via the Hotel and for which the Hotel has advanced the costs. The same applies to charges for services that are consumption-based or optional/additional services designated as subject to charges.

(2) The agreed prices are final prices and include taxes applicable at the time of conclusion of the contract and other charges. Not included are charges owed by the customer under statutory provisions, e.g., visitor's tax. The Hotel is entitled to adjust agreed prices if such adjustment results from changes in statutory VAT or the introduction, amendment or abolition of local charges after conclusion of the contract. If the customer is a consumer, price adjustments are only permissible if more than four months elapse between conclusion and performance.

(3) After conclusion of the contract, the Hotel may make its consent to a requested reduction in the scope of booked rooms or services conditional upon an increase in the price for the remaining services.

(4) If payment on account is agreed, the invoice amount is due within 14 days of receipt without deduction. From the due date, the Hotel may demand immediate payment at any



time. In the event of default, statutory default interest shall apply. The Hotel reserves the right to prove higher damages.

(5) The customer may only offset claims against the Hotel's claims if such claims are undisputed or legally established.

(6) The Hotel reserves the right to require an appropriate advance payment or other security as a condition for conclusion of the contract. The amount and due date remain subject to contractual agreement. After conclusion of the contract, the Hotel may request advance payment or security in justified cases, particularly in the event of payment default or extension of agreed services. The same applies to increasing an already agreed advance payment up to the full contract amount. During the stay, the Hotel may request advance payment or security for existing or future claims.

(7) The customer agrees that invoices may be transmitted electronically.

§ 4 Cancellation, Withdrawal by the Customer or the Hotel, No-Show

(1) A contractual right of withdrawal of the customer exists only if expressly agreed in text or written form. Otherwise, statutory provisions shall apply.

(2) If no right of withdrawal exists or is not exercised in due time, the Hotel retains its claim to the agreed remuneration even if services are not used. Income from re-letting and saved expenses shall be deducted. If re-letting is not possible, the customer shall pay the cancellation charges described in paragraph (3). The customer may prove that no or lesser damage occurred. In the case of multi-day guaranteed reservations, in the event of no-show all subsequent nights from and including the second night shall be cancelled without entitlement.

(3) Unless otherwise agreed in text or written form, the following cancellation provisions apply:

- Up to 7 days before the agreed arrival date: free cancellation (bookings up to 4 rooms).
- Within 7 days before arrival or in the event of no-show: 90% of the total arrangement price; for package arrangements including third-party services: 80%.

For group bookings (5 or more rooms):

- Up to 6 months before arrival: 100% free cancellation.
- Up to 3 months before arrival: 50% free cancellation.
- Up to 6 weeks before arrival: 10% free cancellation.

These provisions are not cumulative.



(4) If a free cancellation period has been agreed and another booking request is received, the Hotel may request confirmation within a reasonable deadline whether the customer waives the right of free cancellation.

(5) The Hotel may withdraw if an agreed advance payment or security is not provided despite reminder.

(6) The Hotel may also withdraw for good cause, particularly in cases of force majeure, unlawful purpose of stay, misleading booking information, risk to operations or reputation, or serious breach of contractual obligations.

(7) In the event of justified withdrawal by the Hotel, claims for damages by the customer are excluded.

§ 5 Provision, Handover and Return of Hotel Rooms

(1) The customer is entitled only to the booked room category, not to specific rooms, unless expressly agreed in text form.

(2) Booked rooms are available from 3:00 p.m. on the agreed day of arrival. No entitlement to earlier availability exists unless expressly agreed in text form.

(3) The customer is obliged to vacate the rooms by 11:00 a.m. on the agreed day of departure. In the event of late vacating, the Hotel may charge 50% of the list price until 6:00 p.m., and 90% thereafter. The customer may prove lesser damage.

§ 6 Liability of the Hotel

(1) Claims for damages are excluded except in cases of injury to life, body or health, breach of essential contractual obligations, or intentional or grossly negligent breach of duty.

(2) In the event of simple negligence, liability is limited to foreseeable, typical contractual damage.

(3) These limitations also apply to legal representatives and agents.

(4) The customer must notify the Hotel immediately of defects and allow reasonable time for remedy.

(5) The Hotel is not liable for third-party services expressly identified as such.



(6) Liability for brought-in items is governed by statutory provisions. Use of safes is recommended. Items exceeding EUR 800 (money/securities) or EUR 3,500 (other valuables) require a special storage agreement.

(7) Provision of parking does not constitute a custody agreement. Liability follows the above rules.

(8) Wake-up calls, mail and deliveries are handled with due care. Liability follows the above rules.

§ 7 Data Protection

(1) Data protection provisions are available at www.das-achental.com/datenschutz/.

§ 8 Final Provisions

(1) Amendments and supplements must be made in text or written form.

(2) German law applies, excluding CISG and conflict-of-law provisions.

(3) For merchants and legal entities, the place of jurisdiction is the registered office of the Hotel.

(4) If any provision is invalid, the validity of the remaining provisions remains unaffected.

(5) The European Union provides an Online Dispute Resolution platform: <http://ec.europa.eu/consumers/odr/>. The Hotel does not participate in consumer arbitration proceedings.