

# General terms and conditions



As of: July 14, 2024

## **Summary**

1. The mention of the name 'VINEU - Bed & Breakfast' in these terms and conditions is equivalent to the official name of the company "Braun & Braun GbR".
2. It concerns the temporary provision of furnished guest rooms (accommodation contract).
3. An accommodation contract is concluded after a booking request has been confirmed in writing by 'VINEU - Bed & Breakfast'.
4. The designated deposit must be received in the Braun & Braun GbR business account by the specified time. The outstanding balance will be paid upon arrival.
5. 'VINEU - Bed & Breakfast' undertakes to keep the room ready for the confirmed period. The customer undertakes to pay for the booked services as well as for additional services used on site. All outstanding invoices must be paid upon departure at the latest.
6. Cancellation and No Show are subject to the general conditions stated in §4.
7. The booked room is available from 3 p.m. on the day of arrival and must be vacated by 11 a.m. on the day of departure.
8. Smoking and the use of vaporizers or similar are prohibited in the entire building.
9. Pets are not permitted in guest rooms.
10. All correspondence from 'VINEU - Bed & Breakfast' takes place digitally if possible.
11. Applicable laws must always be observed.

## **§1 Scope**

- 1.1 These terms and conditions apply to contracts for the short-term rental of guest rooms provided to accommodate strangers, as well as to all additional services provided by 'VINEU - Bed & Breakfast'. They can be supplemented by conditions negotiated on a case-by-case basis.
- 1.2 These General Terms and Conditions can be viewed at any time on site and on the homepage.

## **§2 Accommodation contract**

2.1 Persons with legal capacity over the age of 18 are entitled to conclude a contract.

2.2 The accommodation contract is deemed to be concluded when the provision of a room has been requested by the guest, confirmed in writing by 'VINEU - Bed & Breakfast' and the deposit has been received in the Braun & Braun GbR account.

2.2.1 For guests with a short-term booking (transfer of a deposit is no longer possible), the accommodation contract is deemed to be concluded when the provision of a room has been requested by the guest and confirmed in writing by 'VINEU - Bed & Breakfast'.

2.2.2 For guests without a confirmed reservation (walk-in), the accommodation contract is deemed to be concluded when a room has been provided by 'VINEU - Bed & Breakfast' and the guest has made the corresponding payment in full upon arrival.

2.3 Contractual partners are 'VINEU - Bed & Breakfast', represented by Braun & Braun GbR, and the ordering guest. If a customer acts on behalf of or for guests registered by him, he is liable for all liabilities and obligations arising from the accommodation contract.

2.4 People under the age of 18 will only be accommodated if accompanied by a legal guardian.

## **§ 3 Services, prices, payment**

3.1 'VINEU - Bed & Breakfast' is obliged to keep the confirmed rooms available and to provide the agreed services.

3.2 The rooms provided are used exclusively for accommodation.

3.3 The prices stated are per overnight stay. Prices include breakfast, WiFi access, one-time bed linen and towels, as well as the final cleaning costs for the room. Significant contamination is excluded. In this case, depending on the effort and damage, additional costs will arise, which 'VINEU - Bed & Breakfast' will charge at its own discretion.

3.4 The breakfast rate is EUR 7.50 per person.

3.5 All rooms are equipped with shower, toilet, hairdryer, satellite color TV and WiFi. Differences in the price of the individual rooms only arise from the respective size and furnishings. All other services are the same.

3.6 The prices include the respective statutory VAT. With the introduction of a new price list, all previous prices lose their validity.

3.7 The guest is obliged to pay the stated deposit by bank transfer to the Braun & Braun GbR account within 2 days of the booking confirmation date. The remaining balance is to be paid upon arrival.

3.7.1 For guests with a short-term booking (transfer of a deposit is no longer possible), the total amount is to be paid upon arrival.

3.8 Subletting or reletting the rooms provided is not permitted.

3.9 Any additional services used must be paid for on site. All outstanding invoices must be paid upon departure at the latest.

3.10 It is possible to pay bills on site using the designated payment methods. If a technical malfunction prevents this type of payment, the guest is still liable to pay and must settle the bill elsewhere.

3.10.1 If a payment method is rejected by the system, 'VINEU - Bed & Breakfast' is not obliged to check the reason for this rejection. This is the sole responsibility of the guest.

3.10.2 If the guest does not meet his payment obligation, the 'VINEU - Bed & Breakfast' can make use of its landlord's lien and temporarily prevent the removal of items and luggage through self-help until clarification is achieved.

3.11 If the period between conclusion of the contract and fulfillment of the contract exceeds 6 months and the price generally set by 'VINEU - Bed & Breakfast' for such services increases, the latter may increase the contractually agreed price accordingly, but by a maximum of 15%.

3.12 Pets are not permitted in the guest rooms.

3.13 Smoking and the use of vaporizers or similar are prohibited in the entire building. Violation will result in the immediate cancellation of the accommodation contract. In addition, a room cleaning fee of EUR 250 will be charged. If this behavior results in a loss of sales, this will also be invoiced accordingly.

#### **§4 Cancellation and no-show**

4.1 Cancellations by the guest must always be made in writing (by email or letter) and receipt must be confirmed in writing by 'VINEU - Bed & Breakfast'.

4.2 The following general cancellation conditions apply:

If the guest withdraws from the contract in writing no later than 21 days prior to arrival and 'VINEU - Bed & Breakfast' confirms this in writing, no cancellation costs will be charged. However, a flat-rate processing fee of EUR 15 per room will be charged.

If the guest withdraws from the contract later than 21 days prior to arrival, 'VINEU - Bed & Breakfast' is also entitled to reasonable compensation if the hotel was unable to rent the booked rooms to someone else. The following experience has emerged in case law:

- Overnight stay including breakfast: 80%

4.3 If the advance payment has not been transferred until its due date, the 'VINEU - Bed & Breakfast' is entitled to withdraw from the contract. If this right of withdrawal is exercised, the guest must be informed immediately via the communication channels used.

4.4 The 'VINEU - Bed & Breakfast' is entitled to withdraw from the contract extraordinarily for objectively justified reasons if, for example:

- the house rules are not adhered to by the guest
- Rooms are booked using misleading or false information about personal information
- Rooms are booked using misleading or false information about essential facts
- There is reasonable cause to believe that the use of the accommodation service will disrupt the smooth running of the business
- the safety of other guests is endangered
- the security of the house is endangered
- the reputation of the house in public is jeopardized
- Force majeure or other circumstances for which 'VINEU - Bed & Breakfast' is not responsible make the fulfillment of the contract impossible

In the event of justified withdrawal by 'VINEU - Bed & Breakfast', the guest is not entitled to compensation.

4.5 We recommend that you get a travel cancellation insurance.

## **§5 Room provision, handover and return**

5.1 Check-In: The rooms can be checked in between 3 p.m. and 8 p.m. A later arrival is only possible by arrangement. If you arrive earlier, your luggage can be stored until you can move into your room.

5.1.1 Guests are asked to inform 'VINEU - Bed & Breakfast' in advance by telephone or email if there are different arrival times on the day of arrival.

5.2 Every guest is obliged to fill out a corresponding registration form upon arrival in accordance with §29 BMG. If the data has been recorded in advance, the guest must check it and sign the registration form.

5.2.1 Accommodated foreign guests who must be listed by name on the registration form in accordance with Section 29 BMG Paragraph 2 must identify themselves when registering by presenting a valid identity document (recognized and valid passport or passport substitute).

5.3 Check-Out: On the day of departure, the rooms must be vacated by 11 a.m. at the latest and the keys etc. provided must be handed over to the 'VINEU - Bed & Breakfast'.

5.3.1 If the check-out takes place after 11 a.m. for reasons for which the 'VINEU - Bed & Breakfast' is not responsible, 50% of the room price without breakfast will be charged, and after 3 p.m. 100% of the room price without breakfast will be charged. This does not result in an automatic entitlement to an additional overnight stay.

5.4. In the event of key loss/damage, the following costs will be charged:

- Main entrance key EUR 150 each
- Room key EUR 100 each

## **§6 Liability**

6.1 The guest is liable to 'VINEU - Bed & Breakfast' for any gross contamination caused by him or his guests and for any damage caused.

6.2 'VINEU - Bed & Breakfast' is not liable to the guest or the contractual partner if the provision of the service becomes impossible as a result of force majeure or disruptions in technical systems. In such a case, 'VINEU - Bed & Breakfast' will endeavor to obtain equivalent services elsewhere.

6.3 It is the guest's responsibility to insure items brought in against theft, damage or destruction. The guest is responsible for supervising items brought in at all times. Storage options are not offered by the 'VINEU - Bed & Breakfast'. 'VINEU - Bed & Breakfast' liability in the event of loss, theft, damage or destruction is subject to the provisions of Section 701 Paragraph 1 of the German Civil Code (BGB).

6.3.1 The liability claims expire if the customer does not report the loss, destruction or damage immediately after becoming aware of it.

6.4 If disruptions or defects occur in the services offered, 'VINEU - Bed & Breakfast' will endeavor to remedy the situation upon knowledge or immediate complaint from the guest. The guest, for his part, is obliged to do what is reasonable to remedy the disruption and keep any possible damage to a minimum.

6.5 If the guest makes use of a parking facility on the property of the 'VINEU - Bed & Breakfast', this does not result in a storage contract being concluded. The 'VINEU - Bed & Breakfast' assumes no liability if vehicles parked or maneuvered on the property are lost or damaged, except in cases of deliberate intent or gross negligence.

6.6 Wake-up orders for guests are not part of the scope of services of the 'VINEU - Bed & Breakfast'. However, if this service is to be undertaken in exceptional cases, it must be carried out with the greatest care. Claims for damages are excluded.

6.7 In principle, no postal items will be accepted for guests.

6.7.1 An exception to this rule may occur in individual cases depending on the situation. This requires a written request from the guest and written consent from the 'VINEU - Bed & Breakfast'. The 'VINEU - Bed & Breakfast' reserves the right to charge a separate fee. Claims for damages are excluded.

6.8 Taking photographs inside the house and distributing the images taken are generally only permitted with the permission of 'VINEU - Bed & Breakfast'. The publication of photos requiring approval requires the written consent of 'VINEU - Bed & Breakfast'. In the event of a violation, 'VINEU - Bed & Breakfast' reserves the right to claim damages.

## **§7 Data protection**

Personal data is required for our guest management. The database is used for the administration of our guests. The data will be processed in accordance with the applicable GDPR regulations.

## **§8 Severability clause**

Should individual provisions of these general terms and conditions for the accommodation contract or the accommodation be or become ineffective/void, this will not affect the effectiveness of the remaining provisions. The legal regulations apply.

## **§9 Final provisions**

9.1 Place of fulfillment and payment as well as place of jurisdiction is the headquarters of 'VINEU - Bed & Breakfast': Winterberg.

9.2 German law applies.

9.3 The "house rules" are part of these terms and conditions.

9.4 Any changes or additions requested by the guest in a confirmation or an accommodation contract must be made in writing and confirmed in writing by 'VINEU - Bed & Breakfast'. Unilateral changes or additions by the guest are invalid.

## **§10 Dispute resolution**

10.1 The European Commission's online dispute resolution platform can be found at <https://webgate.ec.europa.eu/odr>.

10.2 We are neither obliged nor willing to take part in a dispute resolution procedure before a consumer arbitration board.