

1. Area of applicability

These general terms and conditions apply to all accommodation agreements concluded between Olymp Hausverwaltung & Immobilienwesen GmbH (Best Motel) as managing company of Best Motel and any third parties (guests) and to all further deliveries and services of Best Motel.

2. Reservation/Resale

An accommodation agreement comes into being by accepting a reservation made by a guest. This agreement in the form of a reservation of booked rooms is binding upon both parties to the agreement.

The reservation for rooms which are booked but not yet paid remains effective until 06.00 p.m. on the arrival day. Guests are not entitled to accommodation in a particular room. Best Motel reserves the right to re-let reserved rooms following expiry of the reservation period. Best Motel will provide guests with a binding booking or reservation number or a written confirmation of reservation.

Booked rooms may not be resold, sublet and/or passed on. In particular, rooms and/or room quotas must not be passed on to third parties at prices above the actual room prices. The assignment of sale of the claim towards Best Motel is not allowed either. In such cases, Best Motel shall be entitled to cancel the booking, especially if the guest who has effected the assignment or sale has given the third party false details about the type of booking or about the payment. It is explicitly prohibited to use the hotel room for any purpose other than accommodation.

3. Guaranteed reservations, cancellation periods, late arrival

Each reservation is guaranteed if the guest confirms the accommodation service via credit card number or signature.

Bookings can be cancelled free of charge up to 1 day prior to the arrival (06.00 p.m.). In the event of no show, the guest will be charged 100 % of the confirmed room rate for the first night (only accommodation, without breakfast).

Any arrival after 08.00 p.m. must be stated in the reservation. Late arrivals have to be confirmed by the hotel. Guests receive the room key via a Key Box, check in is affected in the morning of the following day.

Bookings made through quota contracts or for a reservation of more than nine rooms per night are subject to the cancellation periods and other regulations agreed in these contracts.

4. Payment

The guest shall pay the complete accommodation service in the hotel at latest upon departure.

5. Taxes/Fees/Duties

The applicable prices are total gross prices and include all statutory taxes, fees and duties. In case of changes of tax, fee or duty rates as well as the effective charging of new taxes, fees and duties that are unknown to the parties at this time, Best Motel reserves the right to adjust the named rates and prices accordingly.

6. Means of payment/Services for invoices to be paid later on

Valid means of payment are cash in Euro, EC card, Master Card, Visa Card, Diners Card and American Express in Euro. The provision of services on credit is not possible.

7. Possibilities of use of reserved rooms

Reserved rooms are available to our guests from 03.00 p.m. of the day of arrival until 11.00 a.m. of the day of departure.

An early check in from 09.00 a.m. is possible for a charge of 12.00 Euro per room and according to availability. A late check out until 03.00 p.m. is possible for a charge of 12.00 Euro per room and according to availability.

Late check out and early check in should be requested 24 hours in advance and require a confirmation from Best Motel.

8. Liability of Best Motel

Best Motel is liable for injuries of life, body or health of which Best Motel is responsible. Furthermore, Best Motel is also liable for other damages caused by willful or grossly negligent violation of duty by Best Motel and for damages caused by violations of contractually typical duties where such breaches have been committed by Best Motel either willfully or through negligence. Violations of duties by Best Motel include those committed by its legal representatives, employees or performing agents.

Unless otherwise specified in these General Terms and Conditions of Business, any further claims for damages are excluded.

In the event of disturbances or defects of the service of Best Motel, Best Motel will endeavor to remedy the situation after gaining knowledge or upon objection without undue delay of the guests.

The guest shall do everything that can be reasonably expected to help remedy the disturbance and to keep any potential damage as low as possible. Furthermore, the guest shall inform Best Motel in due time about any potential circumstance that may lead to exceptionally high damage.

Best Motel's liability for personal items brought by our clients is subject to the relevant legal provisions (cf. Sections 701 et. Seqq. BGB, German Civil Code). In this respect, however, the liability is limited to the hundred-fold of the room price (from 600.00 Euro up to a maximum of 3.500 Euro) and to 800.00 Euro for cash, securities and valuable objects. The claim shall lapse if the guest fails to report a given loss, destruction or damage of the relevant item to Best Motel immediately after gaining knowledge of the same (Section 703 German Civil Code). Any unlimited liability is subject to the relevant statutory provisions. If the guest is given a parking slot in the hotel garage or hotel car park, whether for free or against a charge, then this shall not constitute a safekeeping agreement.

Best Motel has no surveillance obligations. The liability of Best Motel for all damages is subject to the regulations set forth in paragraph 1. The guests must report damage without delay and must report any apparent damage before leaving the parking facility. Best Motel accepts no liability for damage caused by other tenants or by any other third parties.

9. Foods and drinks brought into Best Motel

It is not allowed to consume food and drinks brought into the hotel in the public areas. Breakfast may only be taken within the designated public areas (café). The preparation and warming of food in the hotel rooms is prohibited except for the rooms of the category "apartment". It is not allowed to store perishable food in the rooms.

10. Non-smoking hotel

Best Motel is a non-smoking hotel. Therefore, it is not allowed to smoke in the public areas and in the guest rooms. In the event of non-compliance, Best Motel is entitled to claim an amount of 50.00 Euro from the guest as damages for the special cleaning costs as well as for the loss of earnings arising from the inability to let the room. This amount of damages shall be higher or lower if Best Motel provides evidence for a higher or the guest provides evidence for a lower damage.

11. Pets

The consent of Best Motel must be obtained before bringing any pets to the hotel. Therefore, the guests shall inform Best Motel in advance if they wish to bring one or several pets to the hotel. If Best Motel gives its consent to bring pets to the hotel, it does so on the proviso that they are kept under the continuous supervision of the guest, that they are free from disease and that they do not pose any other risk to other guests or the hotel staff. Guests are not permitted to have more than two pets per room. The pet(s) must not be taken to the Best Motel breakfast room or bar. A fee of 10.00 Euro is charged per pet per night.

However, this does not apply to guide dogs for the blind, the deaf or person with other disabilities. They are permitted to bring their dogs free of charge and at any time.

13. Group bookings

Any reservation of 10 or more rooms is deemed a group booking. Group bookings are subject to separate conditions of reservation which are an integral part of the General Terms and Conditions of Business.

14. Final provisions

Amendments and additions to the agreement or the General Terms and Conditions of Business shall be made in writing. Unilateral amendments or additions by the guest are not valid.

The place of jurisdiction for any and all litigations between the parties resulting from the contractual relationship is Landshut as far as the contractual partner of Best Motel Hotels is a merchant, legal person under public law and special fund under public law.