

## **GENERAL TERMS AND CONDITIONS Motel Inn GmbH (LLC)**

### **1. Scope of application**

#### 1.1

These Terms and Conditions apply to contracts between Motel Inn GmbH, Münchner Straße 86-88, 84359 Simbach am Inn and the guest, pertaining to the rental of hotel rooms for accommodation, as well as to all further services performed for the guest and deliveries by the hotel (hotel services). Motel Inn GmbH does not recognize alternate terms.

#### 1.2

If the guest orders contractual services not just for themselves but for their employees, coworkers or other appointed third parties, they shall ensure that these persons also comply with the following terms.

### **2. Contract conclusion**

#### 2.1

The contract comes into effect through the booking confirmation by Motel Inn GmbH and, if required, the timely receipt of the deposit payment requested by Motel Inn GmbH. If there is not enough time to reply to the request with a booking confirmation, the contract comes into effect through provision of the service.

#### 2.2

If the booking confirmation deviates from the content of the inquiry, the content of the booking confirmation forms the contract if the guest does not object to it immediately on receipt. With acceptance of the service by the guest, the contract comes into effect with the modified content. For bookings through hotel portals, the booking can be made dependent on the stating of a valid credit card number.

#### 2.3

If a third party has booked for the guest, the third party is liable to Motel Inn GmbH together with the guest as joint debtors for all dues pertaining to the contract.

### **3. Services and prices**

#### 3.1

Which services and prices are contractually agreed are in accordance with the description on the Internet under the respective homepage of the hotel; as well as the details on the booking confirmation that refer to this.

#### 3.2

The prices published on the price list on the hotel homepage apply as the contract content for the services requested and stated on the booking confirmation.

#### 3.3

The agreed prices include the taxes and local charges applicable at the time of contract conclusion. They do not include local taxes which the guest owes themselves according to the respective local law, such as tourist taxes. If the legal VAT rate increases after contract conclusion, the agreed price will be amended accordingly. For contracts with consumers, this only applies if the period between contract conclusion and contract fulfilment exceeds four months.

### **4. Room access, arrival and departure**

#### 4.1

Check-in is during reception hours at the reception. The hours are as follows:  
Monday – Saturday: 07.00 – 21.00; Sundays & public holidays: 08.00 – 13.00

#### 4.2

Outside of reception hours, check-in is at the Hotelomat at the main entrance (house 86). There the guest can check in by entering the name on the booking (surname according to booking confirmation).

#### 4.3

Unless agreed otherwise in writing, it is not possible to occupy a room before 15.00 on arrival day.

#### 4.4

The room must be vacated by 11.00 on departure day. The room card is to be handed back at reception (in person or the return box). If the room is not vacated by 11.00, Motel Inn GmbH is entitled to charge 50% of the full room rate for the departure day if it is vacated by 13.00 at the latest. If it is vacated after 14.00, the full room rate can be charged.

If the guest wishes to extend their stay after 11.00, this can be booked in addition at the latest on arrival at a supplementary charge, subject to availability.

### **5. Room cleaning & agreements**

#### 5.1

Our rooms are cleaned daily from 08.00 to max. 15.00 and prepared for the next arrival. If you stay in your room during this period, the room cannot be cleaned as planned. In this case, please let us know. Please also inform us of an intended early arrival (before 15.00) or late arrival (after 20.00).

#### 5.2

If there is a specific room preference (floor, location etc.), this can be notified before arrival. We would be happy to take your wishes into account, subject to availability.

### **6. Room use**

#### 6.1

Guest are only granted access to rooms after prior check-in. The staff can refuse entry in individual cases.

#### 6.2

The guest is not permitted to make design, structural or technical changes to the rooms. Furthermore, no nails or drawing pins may be tacked into the walls. Bulky objects may not be kept in the room.

#### 6.3

The maximum permissible number of persons in the room must be observed (information according to booking confirmation or booking through the Hotelomat).

#### 6.4

The room is to be used quietly and under no circumstances as a party room.

#### 6.5

The subletting or onward letting or other (including free) handing over of use of the rooms, as well as using them for purposes other than accommodation, even for a short time, is not permitted, whereby § 540 par. 1 line 2 BGB (Civil Code) is waived insofar as the guest is not a consumer.

### **7. Bringing pets**

### 7.1

Bringing dogs and cats requires the prior permission of Motel Inn GmbH.

### 7.2

A maximum of two pets per room are permissible. For each pet that is brought, an additional fee is due, which Motel Inn GmbH will confirm to the guest upon notification. Guide dogs for the blind, deaf and the like, on which the guest is verifiably dependent, are not subject to this fee.

### 7.3

The pet owner shall ensure that the pet is not unsupervised. It must be ensured that the pets do not cause any noise (barking, scraping etc.). The pet owner is also liable for material and personal damage caused by the pet. In case of a contravention, the guest will be charged a renovation fee amounting to up to 350,- €.

## **8. Smoking prohibition**

### 8.1

There is an absolute smoking prohibition in all rooms, hallways and public areas. Shishas/water pipes and accessories are forbidden throughout the premises.

### 8.2

In case of a contravention, the guest will be charged a special room cleaning and renovation fee amounting to up to 350 euros (change of mattress, curtain washing, wall cleaning etc.).

### 8.3

It is strictly prohibited to decommission smoke alarms. The guest is liable for any damage caused to Motel Inn GmbH as a result.

## **9. Nighttime peace**

### 9.1

Nighttime peace and quiet applies from 22.00 to all rooms, hallways, public and outdoor areas. Any noise is to be avoided. It is not permitted to throw items out of the windows or to call out of the windows. Non-compliance can lead to immediate expulsion.

### 9.2

The hotel expects a respectful attitude to other guests, residents and personnel.

## **10. Taking, dirtying or damaging property of Motel Inn GmbH**

If objects from the room provided are excessively dirtied, disappear (TV, hotel laundry etc.) or are willfully damaged, the guest will be charged for these items, either for special cleaning or replacement, plus shipping costs and 20% compensation fee. The same applies to the property of Motel Inn GmbH in areas accessible to guests. In all severe cases, charges will be filed.

## **11. COVID-19 (Coronavirus SARS-CoV-2)**

### 11.1

The valid COVID-19 regulations for Bavaria are applicable to your stay and to access to the hotel. These are published both at the hotel entrance and at the Hotelomat.

### 11.2

For arrivals during reception hours, the reception staff ensure compliance with the respective

applicable directives. Outside of reception hours for check-ins at the Hotelomat, you confirm by agreeing to the GTC that you fulfill the applicable regulations. Our staff at the reception check on departure that the directives are duly fulfilled. Please ensure you hold the respective documents and proof of identity.

## **12. Safety**

### 12.1

An emergency escape and rescue plan is displayed on every floor. Emergency exits (including windows) may only be used in case of emergency. Fire extinguishers are also provided on each floor, also to be used exclusively in an emergency.

### 12.2

For fire safety reasons, it is not permitted to charge car and bicycle batteries in the room.

### 12.3

The elevator may not be used in the event of a fire. The maximum load capacity of elevators must be observed. In case of improper use, the hotel assumes no liability and any resulting costs must be charged.

### 12.4

The entrance doors are locked and can only be opened with the key card.

### 12.5

For security reasons, all areas such as the lobby, hallways, games room, parking spaces etc. are video monitored.

## **13. Registration obligation**

In accordance with federal registration law, every guest is obliged at check-in to fill in the registration form in full, confirming through signature or confirmation at the Hotelomat that all the details are complete and correct.

## **14. Payment**

### 14.1

The room price is to be paid on check-in or in case of long-term stays on the 1st of the month respectively for the running month.

### 14.2

Motel Inn GmbH is entitled upon contract conclusion to request an appropriate deposit payment or security from the guest, e.g. in the form of a credit card guarantee. The amount of the deposit and the payment deadlines can be agreed in writing in the contract.

### 14.3

A delay in payment entitles Motel Inn GmbH to decline further services from any ongoing contract, as well as to withdraw from contracts for future services. Motel Inn GmbH reserves the right to claim further damages.

### 14.4

It is not possible to refund services not used by the guest, unless the cause is a circumstance for which Motel Inn GmbH is responsible.

14.5

The Motel Inn charges a €10 fee for subsequent processing of the invoice. You have the option of entering the correct billing address when booking and when checking in at the terminal.

## **15. Cancellation terms**

15.1

Short-term stays (1-14 days):

up to 5 rooms: free until 18.00 on the day of arrival

5-10 rooms: free until 1 week before arrival

from 10 rooms: free until 4 weeks before arrival

For a cancellation 3 days or less before arrival, we charge 100% of total usage price

Long-term stays (from 15 days):

up to 5 rooms: free until 2 weeks before arrival

from 5 rooms: free until 4 weeks before arrival

For a cancellation 2 or 4 weeks or less before arrival respectively, we charge 100% of the total usage price

15.2

In case of a no show or the premature departure of the guest after checking in, any reimbursement of the agreed price for all booked services is excluded.

15.3

The total usage price is understood as the confirmed price for the whole period intended by the booking.

15.4

If you have booked through an external booking channel, a cancellation can only be made through the respective channel on the terms stated there.

## **16. Extraordinary right of termination**

Rioting guests who contravene the GTC or house rules, e.g. by smoking in the rooms or harassing other guests or staff, forfeit their right to be a guest. If a warning does not bear fruit, Motel Inn GmbH can declare a hotel ban and force the evacuation of the room. Any resulting costs are borne by the guest.

## **17. Premature contract termination**

17.1

Motel Inn GmbH can terminate the contract without notice if the guest contravenes the abovementioned terms of use.

17.2

Any use of the rooms by the guest that deviates from the agreement entitles Motel Inn GmbH to terminate the contractual relationship without notice. The guest is then not entitled to reimbursement of the usage fee.

17.3

It is also possible for the contract to be terminated without notice if the rooms are booked under the misleading or incorrect statement of relevant facts, for example regarding the guest's person or purpose.

#### 17.4

In case of a justified contract termination without notice, the guest is not entitled to damage compensation. In case of a contract termination without notice, the room must be vacated immediately. If this does not occur, Motel Inn GmbH is entitled to empty the room at the expense of the guest and to confiscate the room card.

### **18. EU General Data Protection Regulation (GDPR)**

#### 18.1

General principles: We do not send advertising e-mails and in principle do not pass your data on.

#### 18.2

Bookings can be made in person, by telephone, by e-mail, by fax from the booking provider, by letter or Hotelomat. This data is collected in our booking system (no cloud). Our system is subject to regular security updates and new firewall regulations.

#### 18.3

As a guest, you have the right to view your data after arranging an appointment.

The requirements for this are:

- 1.) E-mail to [info@motelinn.de](mailto:info@motelinn.de) (surname, first name, address, date of stay)
- 2.) A valid proof of identity (details must be identical)

#### 18.4

What data do we process:

The legal regulations for hotels include mandatory data such as registration forms (incl. date of birth) as well as booking data (name, address, e-mail address, telephone numbers). There are also retention periods for tax purposes. Our system records guest data that allows us to handle a guest booking quickly and efficiently. This is in the mutual interest of the guest and hotel and avoids incorrect entries for repeat bookings.

Please note that legal retention periods must be complied with, e.g. the principles of proper accounting, invoicing information (payment information, tax laws, tax advisers, auditing etc.), as well as registration information (registration form for accommodation establishments / federal registration law). In addition, regulatory authorities may request an inspection of our documents (upon presenting authorization).

### **19. Liability**

#### 19.1

Motel Inn GmbH is liable for culpable damage to life, limb or health. Motel Inn GmbH is also liable for other damages that result from intent or gross negligence or from the intentional or negligent breach of typical contractual duties. A breach of duties by Motel Inn GmbH also applies to a legal representative or vicarious agent. Further damage compensation claims are excluded.

#### 19.2

The guest is liable for all damages caused to Motel Inn GmbH by themselves, their guests or other persons for which they are responsible. Vandalism in any form or behavior that leads to damage will be punished with a police report and a demand for damage compensation payments.

#### 19.3

Motel Inn GmbH explicitly assumes no liability for the loss of items brought in by the guest.

#### 19.4

Items left behind by guests will only be sent to them on request, at the risk and expense of the guest.

Motel Inn GmbH reserves the right to charge a processing fee of 10,- EUR in addition to the cost of postage. Lost property will be stored for a maximum of 3 months. After that, items with an assumed value of at least 10,- EUR will be handed over to the local lost-and-found office. Other items will be destroyed after this period or handed over for use by local charitable organization.

## **20. Warranty**

### 20.1

If a service is not performed, or not in accordance with the contract or the norm, the guest can request remediation.

### 20.2

The guest can demand a reduction of the price equivalent to the underperformance, if services are not performed or not in accordance with the contract after a fruitless request for corrective actions. The guest is obliged in case of any substandard service to do everything possible to contribute to the remediation of the deficiency and to minimize potential damage. If the guest does not meet these obligations, they are not entitled to make any claims.

### 20.3

If the motel is prevented from performing their service due to force majeure or a strike, no damage compensation obligation is incurred.

## **21. Ancillary agreements**

Amendments or ancillary agreements must be made in writing in order to be valid. The same applies to the waiving of the written form requirement.