

General Terms and Conditions

1 SCOPE OF APPLICATION

1.1 These terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all other services and deliveries provided by the hotel for the customer in this context (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms: Accommodation Contract, Guest Accommodation Contract, Hotel Contract, Hotel Room Contract.

1.2 The subletting or re-letting of the rooms provided as well as their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby § 540 paragraph 1 sentence 2 BGB is waived insofar as the customer is not a consumer within the meaning of § 13 BGB.

1.3 The customer's general terms and conditions shall only apply if this has been expressly agreed in advance in text form.

2 CONCLUSION OF CONTRACT, CONTRACTUAL PARTNERS, LIMITATION PERIOD

2.1 The contractual partners are the hotel and the customer. The contract is concluded upon acceptance of the customer's application by the hotel. The hotel is free to confirm the room booking in text form.

2.2 All claims against the hotel are generally subject to a limitation period of one year from the commencement of the statutory limitation period. This does not apply to claims for damages and other claims, insofar as the latter are based on an intentional or grossly negligent breach of duty by the hotel.

3 SERVICES, PRICES, PAYMENT, OFFSETTING

3.1 The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.

3.2 The customer is obliged to pay the agreed or applicable prices of the hotel for the provision of the room and the other services utilised by him. This also applies to services commissioned by the customer directly or via the hotel, which are provided by third parties and disbursed by the hotel.

3.3 The agreed prices include the taxes and local charges applicable at the time the contract is concluded. Not included are local taxes that are owed by the guest according to the respective municipal law, such as visitor's tax. In the event of a change in the statutory value added tax or the introduction, change or abolition of local taxes on the subject matter of the service after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion and fulfilment of the contract exceeds four months.

3.4 The hotel may make its consent to a subsequent reduction in the number of rooms booked, the hotel's services or the customer's length of stay requested by the customer dependent on a reasonable increase in the price of the rooms and/or other hotel services.

3.5 Hotel invoices are due for payment without deduction immediately upon receipt. If payment on account has been agreed, payment must be made without deduction within ten days of receipt of the invoice, unless otherwise agreed.

3.6 The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in text form in the contract. In the case of advance payments or security deposits for package holidays, the statutory provisions remain unaffected. If the customer is in default of payment, the statutory provisions shall apply.

3.7 In justified cases, for example if the customer is in arrears with payment or if the scope of the contract is extended, the hotel is entitled to demand an advance payment or security deposit within the meaning of the above clause 3.6 or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration, even after conclusion of the contract up to the start of the stay.

3.8 Furthermore, the hotel is entitled to demand a reasonable advance payment or security deposit from the customer at the beginning and during the stay within the meaning of the above clause 3.6 for existing and future claims arising from the contract, insofar as such has not already been made in accordance with the above clause 3.6 and/or clause 3.7.

3.9 The customer may only offset or set off an undisputed or legally enforceable claim against a claim of the hotel.

3.10 The customer agrees that the invoice may be sent to him electronically.

4 WITHDRAWAL BY THE CUSTOMER (CANCELLATION) / NON-USE OF THE HOTEL'S SERVICES (NO SHOW)

4.1 The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract, a statutory right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract.

4.2 If the hotel and the customer have agreed on a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel.

4.3 If a right of withdrawal has not been agreed or has already expired, there is also no statutory right of withdrawal or cancellation and the hotel does not agree to a cancellation of the contract, the hotel retains the right to the agreed remuneration despite non-utilisation of the service. The hotel must offset the income from renting the rooms to other parties as well as the expenses saved. If the rooms are not rented to other parties, the hotel may make a lump-sum deduction for saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for overnight accommodation with or without breakfast and for package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is at liberty to prove that the aforementioned claim did not arise or did not arise in the amount claimed.

5 CANCELLATION BY THE HOTEL

5.1 If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period if there are enquiries from other customers for the contractually booked rooms and the customer does not waive his right of withdrawal upon enquiry by the hotel within a reasonable period of time. This applies accordingly if an option is granted, if other enquiries are received and the customer is not prepared to make a firm booking upon enquiry by the hotel within a reasonable period of time.

5.2 If an advance payment or security deposit agreed or demanded in accordance with Clause 3.6 and/or Clause 3.7 is not made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

5.3 Furthermore, the hotel is entitled to extraordinary cancellation of the contract for objectively justified reasons, in particular if

- force majeure or other circumstances for which the hotel is not responsible make fulfilment of the contract impossible;
- rooms or spaces are culpably booked with misleading or false information or concealment of material facts; material facts may include the identity of the customer, the ability to pay or the purpose of the stay;
- the hotel has reasonable grounds to believe that the use of the service may jeopardise the smooth running of the business, the security or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organisation;
- the purpose or reason for the stay is unlawful;
- there is a breach of the aforementioned clause 1.2.

5.4 The justified cancellation of the hotel does not constitute a claim for damages on the part of the customer.

6 ROOM PROVISION, HANDOVER AND RETURN

6.1 The customer does not acquire any claim to the provision of specific rooms, unless this has been expressly agreed in text form.

6.2 Booked rooms are available to the customer from 15:00 on the agreed day of arrival. The customer is not entitled to earlier availability.

6.3 On the agreed day of departure, the rooms must be vacated and made available to the hotel by 12:00 noon at the latest. Thereafter, the hotel may charge 50% of the full accommodation price (price according to the price list) for the late vacating of the room for its use in excess of the contract until 6.00 p.m., and 90% from 6.00 p.m. onwards. This shall not give rise to any contractual claims on the part of the customer. The customer is at liberty to prove that the hotel has no or a significantly lower claim to a usage fee.

7 LIABILITY OF THE HOTEL

7.1 The hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it is liable for other damages which are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of typical contractual obligations of the hotel. Typical contractual obligations are those obligations which make the proper fulfilment of the contract possible in the first place and on the fulfilment of which the customer relies and may rely. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages are excluded, unless otherwise regulated in this clause 7. Should disruptions or defects occur in the hotel's services, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and minimise any possible damage.

7.2 The hotel is liable to the customer for items brought into the hotel in accordance with the statutory provisions. The hotel recommends the use of the hotel or room safe. If the customer wishes to bring in money, securities and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with the hotel.

7.3 If the customer is provided with a parking space in the hotel garage or in the hotel car park, even for a fee, this does not constitute a safekeeping agreement. In the event of loss of or damage to motor vehicles parked or manoeuvred on the hotel property and their contents, the hotel shall only be liable in accordance with the above Section 7.1, sentences 1 to 4.

7.4 Wake-up calls are carried out by the hotel with the utmost care. Messages for customers are handled with care. After prior consultation with the customer, the hotel may accept, store and - upon request - forward mail and consignments for a fee. The hotel shall only be liable in this respect in accordance with the above clause 7.1, sentences 1 to 4.

8 FINAL PROVISIONS

8.1 Amendments and additions to the contract, the acceptance of the application or these General Terms and Conditions should be made in text form. Unilateral amendments or additions are invalid.

8.2 The place of fulfilment and payment as well as the exclusive place of jurisdiction - also for disputes relating to cheques and bills of exchange - in commercial transactions is 56154 Boppard, Germany. If the customer fulfils the requirements of Section 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be 56154 Boppard, Germany.

8.3 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

8.4 In accordance with the legal obligation, the hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"):

<http://ec.europa.eu/consumers/odr/>

Privacy policy

1. DATA PROTECTION AT A GLANCE

General information

The following information provides a simple overview of what happens to your personal data when you visit our website. Personal data is any data that can be used to identify you personally. For detailed information on the subject of data protection, please refer to our privacy policy listed below this text.

Data collection on our website

Who is responsible for data collection on this website?

Data processing on this website is carried out by the website operator. You can find the operator's contact details in the legal notice of this website.

How do we collect your data?

On the one hand, your data is collected when you provide it to us. This may, for example, be data that you enter in a contact form.

Other data is collected automatically by our IT systems when you visit the website. This is primarily technical data (e.g. internet browser, operating system or time of page view). This data is collected automatically as soon as you enter our website.

What do we use your data for?

Some of the data is collected to ensure that the website is provided without errors. Other data may be used to analyse your user behaviour.

What rights do you have regarding your data?

You have the right to receive information about the origin, recipient and purpose of your stored personal data free of charge at any time. You also have the right to request the correction, blocking or deletion of this data. You can contact us at any time at the address given in the legal notice if you have any further questions on the subject of data protection. You also have the right to lodge a complaint with the competent supervisory authority.

You also have the right to request the restriction of the processing of your personal data under certain circumstances. For details, please refer to the privacy policy under "Right to restriction of processing".

2. GENERAL INFORMATION AND MANDATORY INFORMATION

Data protection

The operators of these pages take the protection of your personal data very seriously. We treat your personal data confidentially and in accordance with the statutory data protection regulations and this privacy policy.

When you use this website, various personal data is collected. Personal data is data that can be used to identify you personally. This privacy policy explains what data we collect and what we use it for. It also explains how and for what purpose this is done.

We would like to point out that data transmission over the Internet (e.g. when communicating by email) may be subject to security vulnerabilities. Complete protection of data against access by third parties is not possible.

Note on the responsible body

The party responsible for data processing on this website is

Elisabeth Ries

Baudobriga Rheinhof

Rheinallee 43

56154 Boppard

Telephone: +49 (0) 6742 80550 or +49 (0) 177 1658 355

E-mail: info@baudobriga.de

The controller is the natural or legal person who alone or jointly with others determines the purposes and means of the processing of personal data (e.g. names, e-mail addresses, etc.).

Revocation of your consent to data processing

Many data processing operations are only possible with your express consent. You can withdraw your consent at any time. All you need to do is send us an informal e-mail. The legality of the data processing carried out until the revocation remains unaffected by the revocation.

Right to object to data collection in special cases and to direct advertising (Art. 21 GDPR)

If data processing is carried out on the basis of Art. 6 Abs. 1 lit. e oder f DSGVO, you have the right to object to the processing of your personal data at any time for reasons arising from your particular situation; this also applies to profiling based on these provisions. The respective legal basis on which processing is based can be found in this privacy policy. If you lodge an objection, we will no longer process your personal data concerned unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or the processing serves the establishment, exercise or defence of legal claims (objection pursuant to Art. 21 Abs. 1 DSGVO).

If your personal data are processed for the purpose of direct marketing, you have the right to object at any time to the processing of personal data concerning you for the purpose of such marketing; this also applies to profiling insofar as it is associated with such direct marketing. If you object, your personal data will subsequently no longer be used for the purpose of direct marketing (objection pursuant to Art. 21 Abs. 2 DSGVO).

Right to lodge a complaint with the competent supervisory authority

In the event of violations of the GDPR, data subjects have the right to lodge a complaint with a supervisory authority, in particular in the Member State of their habitual residence, place of work or place of the alleged violation. The right to lodge a complaint is without prejudice to any other administrative or judicial remedy.

Right to data portability

You have the right to have data that we process automatically on the basis of your consent or in fulfilment of a contract handed over to you or to a third party in a commonly used, machine-readable format. If you request the direct transfer of the data to another controller, this will only take place if it is technically feasible.

SSL or TLS encryption

This site uses SSL or TLS encryption for security reasons and to protect the transmission of confidential content, such as orders or enquiries that you send to us as the site operator. You can recognise an encrypted connection by the fact that the address line of the browser changes from "http://" to "https://" and by the lock symbol in your browser line.

If SSL or TLS encryption is activated, the data you transmit to us cannot be read by third parties.

Information, Blocking, Deletion, and Correction

You have the right, within the framework of the applicable legal provisions, to obtain information free of charge at any time about your stored personal data, their origin and recipients, and the purpose of data processing, and, if applicable, the right to correction, blocking, or deletion of this data. For this purpose, as well as for further questions regarding personal data, you can contact us at any time using the address provided in the imprint.

Right to Restrict Processing

You have the right to request the restriction of processing of your personal data. For this purpose, you can contact us at any time using the address provided in the imprint. The right to restrict processing exists in the following cases:

If you dispute the accuracy of your personal data stored with us, we usually need time to verify this. For the duration of the examination, you have the right to request the restriction of processing of your personal data.

If the processing of your personal data was/is unlawful, you can request the restriction of data processing instead of deletion.

If we no longer need your personal data, but you need it for the exercise, defense, or assertion of legal claims, you have the right to request the restriction of processing of your personal data instead of deletion.

If you have objected pursuant to Art. 21 Abs. 1 DSGVO, an assessment must be made of the conflicting interests between you and us. As long as it has not yet been determined whose interests prevail, you have the right to request the restriction of processing of your personal data.

If you have restricted the processing of your personal data, these data may – apart from their storage – only be processed with your consent or for the assertion, exercise, or defense of legal claims or for the protection of the rights of another natural or legal person or for reasons of important public interest of the European Union or a Member State.

Objection to Promotional Emails

The use of contact data published within the scope of the imprint obligation for the transmission of not expressly requested advertising and information materials is hereby objected to. The operators of the pages expressly reserve the right to take legal action in the event of the unsolicited sending of advertising information, such as spam emails.

3. DATA COLLECTION ON OUR WEBSITE

Cookies

The internet pages partly use so-called cookies. Cookies do not cause any damage to your computer and do not contain any viruses. Cookies serve to make our offer more user-friendly, effective, and secure. Cookies are small text files that are stored on your computer and saved by your browser.

Most of the cookies we use are so-called "session cookies". They are automatically deleted after your visit. Other cookies remain stored on your device until you delete them. These cookies enable us to recognize your browser on your next visit.

You can set your browser so that you are informed about the setting of cookies and only allow cookies in individual cases, exclude the acceptance of cookies for certain cases or in general, and activate the automatic deletion of cookies when closing the browser. If cookies are deactivated, the functionality of this website may be limited.

Cookies that are required for the execution of the electronic communication process or for the provision of certain functions desired by you (e.g., shopping cart function) are stored on the basis of Art. 6 Abs. 1 lit. f DSGVO. The website operator has a legitimate interest in storing cookies for the technically error-free and optimized provision of its services. If other cookies (e.g., cookies for analyzing your browsing behavior) are stored, they will be treated separately in this privacy policy.

Server Log Files

The provider of the pages automatically collects and stores information in so-called server log files, which your browser automatically transmits to us. These are:

Browser type and browser version

Operating system used

Referrer URL

Host name of the accessing computer

Time of the server request

IP address

These data will not be combined with data from other sources.

The collection of this data is based on Art. 6 Abs. 1 lit. f DSGVO. The website operator has a legitimate interest in the technically error-free presentation and optimization of its website – for this purpose, the server log files must be recorded.

Contact Form

If you send us inquiries via the contact form, your details from the inquiry form, including the contact details you provided there, will be stored by us for the purpose of processing the inquiry and in case of follow-up questions. We will not pass on this data without your consent.

The processing of the data entered into the contact form is therefore exclusively based on your consent (Art. 6 Abs. 1 lit. a DSGVO). You can revoke this consent at any time. An informal email to us is sufficient for this purpose. The legality of the data processing operations carried out until the revocation remains unaffected by the revocation.

The data entered by you in the contact form will remain with us until you request us to delete it, revoke your consent to its storage, or the purpose for its storage no longer applies (e.g., after your request has been processed). Mandatory statutory provisions – in particular statutory retention periods – remain unaffected.

Inquiries by Email, Phone, or Fax

If you contact us by email, telephone, or fax, your inquiry, including all resulting personal data (name, inquiry), will be stored and processed by us for the purpose of processing your request. We will not pass on this data without your consent.

The processing of this data is based on Art. 6 Abs. 1 lit. b DSGVO if your request is related to the performance of a contract or is necessary for the implementation of pre-contractual measures. In all other cases, the processing is based on your consent (Art. 6 Abs. 1 lit. a DSGVO) and/or on our legitimate interests (Art. 6 Abs. 1 lit. f DSGVO) as we have a legitimate interest in the effective processing of the inquiries addressed to us.

The data sent to us by you via contact requests will remain with us until you request us to delete it, revoke your consent to its storage, or the purpose for its storage no longer applies (e.g., after your request has been processed). Mandatory statutory provisions – in particular statutory retention periods – remain unaffected.

Processing of Data (Customer and Contract Data)

We collect, process, and use personal data only to the extent necessary for the establishment, content-related design, or modification of the legal relationship (inventory data). This is done on the basis of Art. 6 Abs. 1 lit. b DSGVO, which permits the processing of data for the fulfillment of a contract or pre-contractual measures. We only collect, process, and use personal data about the use of our website (usage data) to the extent necessary to enable the user to use the service or to bill for the use of the service.

The customer data collected will be deleted after the order is completed or the business relationship is terminated. Legal retention periods remain unaffected.

Data Transmission upon Contract Conclusion for Online Shops, Traders, and Shipping

We transmit personal data to third parties only if this is necessary within the framework of the contract, for example, to the companies entrusted with the delivery of the goods or the credit institution entrusted with the processing of payments. A further transmission of the data does not take place or only takes place if you have expressly consented to the transmission. Your data will not be passed on to third parties without your express consent, for example, for advertising purposes.

The basis for data processing is Art. 6 Abs. 1 lit. b DSGVO, which allows the processing of data for the performance of a contract.

4. PLUGINS AND TOOLS

Google Web Fonts

This site uses web fonts provided by Google for consistent font presentation. The Google Fonts are locally installed, and there is no connection to Google servers.

Boppard, February 2024

Baudobriga Rheinhof