



GENERAL TERMS AND CONDITIONS OF RIKU HOTELS FOR THE HOTEL ACCOMMODATION CONTRACT

§ 1 Scope of the General Terms and Conditions

These General Terms and Conditions apply to contracts between the Hotel and the Customer for the rental of hotel rooms for accommodation purposes, as well as to all other services and supplies provided by the Hotel to the Customer in connection therewith. Any conflicting or deviating terms and conditions of the Customer shall not be recognised by the Hotel unless the Hotel has expressly agreed to their applicability in text form.

§ 2 Conclusion of the Contract

1. The hotel accommodation contract is concluded when the Hotel accepts the Customer's offer to enter into a hotel accommodation contract.
2. In the case of offers submitted by the Customer online, in particular by email, the Hotel shall confirm its acceptance of the Customer's offer by email.

§ 3 Services of the Contracting Parties, Place of Performance

1. The Hotel is obliged to make available a room of the category booked by the Customer and to provide any additional services agreed upon. The Hotel will endeavour to accommodate the Customer's room preferences within the respective category. However, the Customer is not entitled to a specific room within the booked category.
2. The Customer is obliged to pay the agreed or applicable prices for the provision of the room and for any other contractually agreed services provided by the Hotel. The agreed or applicable prices include the statutory VAT applicable at the time. However, the agreed or applicable prices do not include local taxes or charges payable by the Guest, such as tourist taxes.
3. Upon conclusion of the contract, the Hotel is entitled to request an appropriate advance payment or security from the Customer in the form of a credit card guarantee, deposit or similar security.
4. Hotel invoices without a specified due date are payable immediately upon receipt. The Hotel may request payment of any outstanding amounts due at any time. In the event of late payment, the Hotel is entitled to charge the applicable statutory default interest. This shall not preclude the Hotel from claiming compensation for any additional loss or damage.
5. The place of performance for both the Customer's and the Hotel's contractual obligations shall be the location of the Hotel.

§ 4 Cancellation by the Customer

- a) Individual bookings (up to 3 rooms) may be cancelled free of charge until 6:00 p.m. on the day of arrival.
 - b) Bookings of 4 to 10 rooms may be cancelled free of charge up to two weeks before the day of arrival.
 - c) Bookings of more than 10 rooms may be cancelled free of charge up to four weeks before the day of arrival.
- The provisions under a) to c) above shall not apply if the specific booking contains a different agreement under which the option of cancellation, including free cancellation, is excluded, as is the case, for example, with the "Homepage Deal".
- If the Customer's cancellation is not received by the Hotel by the applicable deadline specified under a) to c), the Customer shall remain obliged to pay the contractually agreed or applicable price for the booked room even if the room is not used. Any income received by the Hotel from subsequently letting the booked room to another guest shall be deducted. If the room cannot be let to another guest, the contractually agreed or applicable price for the booked but unused room shall be reduced by the expenses saved by the Hotel, which are calculated at a flat rate of 10% of the contractually agreed price. The Customer may provide evidence that the Hotel's actual savings in the individual case exceed this flat rate. In the event of a partial cancellation, this provision shall apply to the cancelled portion of the booking. For the purposes of determining the applicable cancellation deadline under a) to c), the total scope of the original booking shall remain decisive.

§ 5 Cancellation by the Hotel

1. The Hotel is entitled to withdraw from the concluded hotel accommodation contract for objectively justified reasons. Such an objectively justified reason shall exist in particular if:
 - performance of the Hotel's contractual obligations becomes more than temporarily impossible due to force majeure, industrial action or other circumstances beyond the Hotel's control;
 - the hotel accommodation contract was concluded on the basis of false information provided by the Customer regarding material contractual facts, e.g. concerning the Customer's identity;
 - the Customer fails to provide the contractually agreed credit card guarantee, deposit or other security (see § 3 No. 3), even within a reasonable additional period set by the Hotel;
 - there are facts that justify the assumption that the Customer's use of the Hotel's services may endanger the safety or security of the Hotel or damage its public reputation.
2. If the Hotel withdraws from the contract for an objectively justified reason, the Customer shall not be entitled to claim damages or reimbursement of expenses.

§ 6 Provision and Return of Rooms

1. The booked room shall be available to the Customer from 3:00 p.m. on the day of arrival. The Customer is not entitled to earlier availability.
2. On the agreed day of departure, the Customer must vacate the room and return the room key to the Hotel reception no later than 11:00 a.m.
3. If the Customer vacates the room late, the Hotel is entitled to charge a flat fee of €25.00 if the room is vacated by 1:00 p.m. If the room is vacated after 1:00 p.m., the Hotel is entitled to charge the full published rate for one night in a room of the booked category. The Customer remains entitled to prove that the Hotel suffered no loss or a substantially lower loss. Payment of a usage fee for late departure does not give the Customer any additional contractual rights.

§ 7 Liability of the Hotel, Limitation of Customer Claims

1. Claims for damages by the Customer are excluded unless otherwise provided in the following provisions.
2. The Hotel shall be liable in accordance with the statutory provisions for damages arising from injury to life, body or health; for damages resulting from the breach of obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contracting party may regularly rely (material contractual obligations); and for other damages resulting from an intentional or grossly negligent breach of duty by the Hotel or from an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the Hotel. In the event of a negligent breach of material contractual obligations, however, the Hotel's liability shall be limited to the damage typically foreseeable at the time the contract was concluded.
3. The Hotel shall be liable for damage to or loss of items brought into the Hotel by the Customer in accordance with the statutory provisions of Sections 701 et seq. of the German Civil Code (BGB).
4. If items brought into the Hotel by the Customer are left behind upon departure, the Hotel shall only forward them at the Customer's express request and at the Customer's expense and risk. Items left behind shall be stored by the Hotel for six months. After six months, items of apparent value shall be handed over to the local



lost property office. If the local lost property office is unwilling to accept the items, the Hotel shall store them for a further six months. After this additional six-month period, the items left behind shall be disposed of or destroyed. The limitations set out in Nos. 1–3 above shall apply accordingly to the Hotel's liability in connection with items left behind.

5. If the Customer uses a parking space in the Hotel garage or Hotel car park, whether free of charge or for a fee, this shall not constitute a custody agreement between the Hotel and the Customer. Consequently, the Hotel shall have no duty to monitor the vehicle. In the event of loss of or damage to the Customer's vehicle parked in the Hotel garage or Hotel car park, the Hotel shall only be liable in accordance with the provisions of Nos. 1 and 2 above.

6. Claims by the Customer against the Hotel shall become statute-barred after two years. The limitation period shall commence at the end of the year in which the claim arose and in which the Customer became aware, or should have become aware without gross negligence, of the circumstances giving rise to the claim and of the identity of the debtor. Irrespective of the Customer's knowledge or grossly negligent lack of knowledge, claims against the Hotel shall become statute-barred no later than five years after they arise. The above reductions of the statutory limitation periods shall not apply to claims arising from injury to life, body or health or to other damages resulting from an intentional or grossly negligent breach of duty by the Hotel or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the Hotel. The statutory limitation periods shall continue to apply to such claims.

§ 8 Final Provisions

1. If the Customer is a merchant, has no general place of jurisdiction in Germany, or relocates their place of residence/business abroad after conclusion of the contract, the registered office of the Hotel shall be the place of jurisdiction. However, the Hotel shall also be entitled to bring an action against the Customer before the court having jurisdiction at the Customer's place of residence/business.

2. German law shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

3. The house rules of the respective Hotel shall form an integral part of these General Terms and Conditions.

4. Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. In the event that individual provisions are invalid, the statutory provisions shall apply in addition.



PRIVACY POLICY

Barfüßer Allgäu GmbH & Co. KG and Barfüßer Gastronomiebetriebs GmbH & Co. KG take the protection of your personal data very seriously. For this reason, we have taken measures to ensure that data protection regulations are observed both by us and by our external service providers.

As our online services and the technologies used continue to develop, changes to this Privacy Policy may also become necessary. We therefore recommend that you reread the Privacy Policy from time to time.

The following statement provides you with an overview of how Barfüßer Allgäu GmbH & Co. KG and Barfüßer Gastronomiebetriebs GmbH & Co. KG ensure the protection of your data and what types of data are collected and for what purpose.

Voluntary personal information

In some areas of our online services, you have the option of voluntarily providing personal information. We store and use the submitted (personal) data exclusively for the purpose for which it was provided. Data is only passed on to third parties within the corporate group for marketing and processing purposes.

Automatically stored log data is deleted after a limited period of time.

Data processing on this website

Every time a website is visited, data is collected and exchanged. Barfüßer Allgäu GmbH & Co. KG and Barfüßer Gastronomiebetriebs GmbH & Co. KG automatically collect and store data transmitted by your browser to our server. This includes:

- type and version of your internet browser
- operating system used
- the page accessed
- the previously visited page (referrer URL)
- time of the server request.

Barfüßer Allgäu GmbH & Co. KG and Barfüßer Gastronomiebetriebs GmbH & Co. KG evaluate data solely for statistical purposes in order to measure demand for the online services. Barfüßer Allgäu GmbH & Co. KG and Barfüßer Gastronomiebetriebs GmbH & Co. KG have no means of assigning this data to a specific person. This data is not combined with other data sources. IP addresses are recorded for the duration of the visit in order to respond to requests and are not stored beyond the end of the visit. Data logged when accessing the online services is only transmitted to third parties insofar as we are legally required to do so or are required to do so by court order, or if disclosure is necessary for legal or criminal prosecution in the event of attacks on the internet infrastructure of Barfüßer Allgäu GmbH & Co. KG or Barfüßer Gastronomiebetriebs GmbH & Co. KG. Data is not disclosed in any other cases.

Cookies

So that you can use the login functionality and order publications, so-called session cookies are used. Session cookies are small units of information that a provider stores in the memory of the visitor's computer. A randomly generated unique identification number, known as a session ID, is stored in a session cookie. A cookie also contains information about its origin and storage period. These cookies cannot store any other data. The session ID is used to compile your orders in your shopping cart.

Managing cookies

Cookies can be controlled with all internet browsers. Most browsers are configured to accept all cookies without asking users. If you wish to use the full functionality of the website, you should configure your browser to accept session cookies.

If you reject all cookies, the booking and login functions cannot be used and, consequently, related content cannot be maintained.

Data for newsletter distribution

If you register for the newsletter distribution list, your email address and the newsletter list(s) you have selected will be stored on a server. We use this data exclusively to send the newsletters. For the purpose of analysing system performance, the data records are used for statistical evaluations. Data is only passed on to third parties within the corporate group for marketing and processing purposes. The registration system includes an additional confirmation message containing a link for final registration (double opt-in), ensuring that you have explicitly requested the newsletter.

Social media services

Facebook

Following the visitor's active consent, our website uses a social plugin from the social network facebook.com. The current Facebook privacy policy can be found there. You can prevent your IP address from being transmitted by not activating the Facebook box or by disabling the social plugin again after activation.

YouTube

Our website includes at least one YouTube plugin belonging to Google Inc., based in San Bruno, California, USA. As soon as you visit pages of our website equipped with a YouTube plugin, a connection to YouTube's servers is established. The YouTube server is informed which specific page of our website you have visited.

If you are also logged into your YouTube account, you enable YouTube to assign your browsing behaviour directly to your personal profile. You can prevent this assignment by logging out of your account beforehand. Further information on the collection and use of your data by YouTube can be found in YouTube's privacy information.

Instagram

Our website also uses social plugins from Instagram, operated by Instagram LLC, 1601 Willow Road, Menlo Park, CA 94025, USA.

The plugins are identified by an Instagram logo, for example in the form of an "Instagram camera". When you access a page of our website containing such a plugin, your browser establishes a direct connection to Instagram's servers. The content of the plugin is transmitted by Instagram directly to your browser and integrated into the page. Through this integration, Instagram receives the information that your browser has accessed the relevant page of our website, even if you do not have an Instagram profile or are not currently logged into Instagram.

This information (including your IP address) is transmitted directly by your browser to an Instagram server in the USA and stored there. If you are logged into Instagram, Instagram can directly associate your visit to our website with your Instagram account. If you interact with the plugins, for example by clicking the "Instagram" button, this information is also transmitted directly to an Instagram server and stored there.

The information is also published on your Instagram account and displayed there to your contacts. If you do not want Instagram to directly associate the data collected via our website with your Instagram account, you must log out of Instagram before visiting our website. Further information can be found in Instagram's Privacy Policy.



Web tracking

We use Google Analytics, a web analytics service provided by Google Inc. ("Google"). Google uses cookies. The information generated by the cookie about users' use of the online services is generally transmitted to a Google server in the USA and stored there.

Google will use this information on our behalf to evaluate users' use of our online services, to compile reports on activities within these online services and to provide us with other services related to the use of these online services and internet usage. Pseudonymous user profiles may be created from the processed data.

We use Google Analytics only with IP anonymisation enabled. This means that users' IP addresses are truncated by Google within Member States of the European Union or in other states party to the Agreement on the European Economic Area. Only in exceptional cases is the full IP address transmitted to a Google server in the USA and truncated there. The IP address transmitted by the user's browser is not combined with other Google data.

Users can prevent cookies from being stored by selecting the appropriate settings in their browser software. Users can also prevent Google from collecting the data generated by the cookie relating to their use of the online services and from processing this data by downloading and installing the browser plugin available via the corresponding link.

- Download plugin

Further information on Google's use of data for advertising purposes, as well as settings and objection options, can be found on Google's websites:

- How Google uses data when you use our partners' websites or apps
- Use of data for advertising purposes
- Manage information Google uses to show you advertising
- Choose which advertising Google shows you

Right of access and contact

within the meaning of Articles 13 and 14 GDPR (information obligations)

You have the right at any time to obtain information about the data stored concerning you, its origin and recipients, and the purpose for which it is stored. Information about stored data can be obtained from the online editorial team of Barfüßer Gastronomie-Betriebs GmbH & Co. KG: info@riku-hotel.de.

The external Data Protection Officer appointed is:

Mr Christian Volkmer
Projekt 29 GmbH & Co. KG
Ostengasse 14
93047 Regensburg

Emails to Barfüßer Allgäu GmbH & Co. KG and Barfüßer Gastronomiebetriebs GmbH & Co. KG

If you send us an email, the email and your email address will be used exclusively for correspondence with you. In the event of enquiries, the personal data provided will only be stored for the purpose of processing the enquiry.

Check your data

You can use any internet browser to display whether cookies are being set and what they contain. Detailed information is provided by the virtual data protection office of the German Federal and State Data Protection Commissioners.

If you have any questions regarding the collection, processing or use of your personal data, requests for information, correction, blocking or deletion of data, or if you wish to withdraw consent previously granted, please contact us at: info@riku-hotel.de.