



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

§ 1 Scope of Application of the GTC

These General Terms and Conditions apply to contracts between the hotel and the customer regarding the rental provision of hotel rooms for accommodation as well as all additional services and deliveries provided by the hotel to the customer in this context. Conflicting or deviating terms of the customer shall not be recognized by the hotel unless their validity has been expressly agreed to in text form.

§ 2 Conclusion of Contract

1. The hotel accommodation contract is concluded upon acceptance by the hotel of the customer's offer to conclude a hotel accommodation contract.
2. In the case of offers submitted online, in particular by email, the hotel will confirm acceptance of the customer's offer by email.

§ 3 Services of the Contracting Parties, Place of Performance

1. The hotel is obliged to keep available a room of the category booked by the customer and to provide the additional services agreed. The hotel will endeavor to meet the customer's room preferences within the respective category. However, the customer has no claim to the provision of a specific room within the booked category.
2. The customer is obliged to pay the agreed or applicable prices of the hotel for the room accommodation as well as for the additional services contractually agreed. The agreed or applicable prices of the hotel include the respective applicable value-added tax. However, the agreed or applicable prices do not include local charges which are payable by the guest themselves, e.g. tourist taxes.
3. The hotel is entitled to request an appropriate advance payment or security deposit from the customer upon conclusion of the contract in the form of a credit card guarantee, a down payment or similar.
4. Invoices of the hotel without a due date are payable immediately upon receipt of the invoice. The hotel may demand payment of due claims from the customer at any time. In the event of default of payment, the hotel is entitled to charge the applicable statutory default interest. The assertion of further damages by the hotel shall not be excluded thereby.
5. The place of performance for both the contractual obligations of the customer and the contractual obligations of the hotel is the location of the hotel.

§ 4 Withdrawal of the Customer (Cancellation)

- a) Individual bookings (up to 3 rooms) can be cancelled free of charge until 6:00 PM on the day of arrival.
- b) Bookings of 4 to 10 rooms can be cancelled free of charge up to two weeks prior to the day of arrival.
- c) Bookings of more than 10 rooms can be cancelled free of charge up to four weeks prior to the day of arrival.

The above provisions under lit. a) – c) shall not apply if the specific booking contains a different agreement and a (free) cancellation option is excluded accordingly, as is the case, for example, with the "Homepage Deal".

If the customer's cancellation is not received by the hotel by the relevant deadline specified in lit. a) – c), the customer shall remain obliged to pay the contractually agreed or applicable prices for the booked room even if the room is not used. The hotel must offset any income from re-letting the booked room. If the room cannot be re-let, the contractually agreed or applicable price for the booked but unused room shall be reduced by the saved expenses of the hotel, which are calculated as a flat rate of 10% of the contractually agreed price. The customer is entitled to prove that the saved expenses of the hotel are higher in the individual case than the respective flat rate.

In the event of partial cancellation of a booking, this provision shall apply to the cancelled part of the booking. For the determination of the cancellation deadline under lit. a) – c), the total booking volume shall also be decisive in this case.

§ 5 Withdrawal of the Hotel

1. The hotel is entitled to withdraw from the concluded hotel accommodation contract for objectively justified reasons. An objectively justified reason within this meaning exists if:
 - the fulfillment of contractual obligations becomes not only temporarily impossible for the hotel due to force majeure, industrial action, or other circumstances beyond the hotel's control;
 - the hotel accommodation contract is concluded by the customer under false statements of essential contractual facts, e.g. regarding the person of the customer;
 - the customer fails to provide the contractually agreed credit card guarantee, down payment, or other security (cf. § 3 no. 3) even within a reasonable grace period set by the hotel;
 - facts exist which justify the assumption that the use of the hotel services by the customer endangers the safety of the hotel or damages its public reputation.
2. In the event of withdrawal by the hotel for an objectively justified reason, the customer shall have no claims for damages or reimbursement of expenses.

§ 6 Room Provision and Return

1. The booked room shall be available to the customer from 3:00 PM on the day of arrival. The customer has no claim to earlier availability.
2. On the agreed day of departure, the customer must vacate the room and return the room key at the hotel reception no later than 11:00 AM.
3. In the event of delayed vacating of the room by the customer, the hotel is entitled to charge the customer a flat fee of €25.00 for vacating the room by 1:00 PM. In the case of vacating after 1:00 PM, the hotel is entitled to charge the customer the full list price for one overnight stay in a room of the booked category. The customer is free to prove that no damage or significantly lower damage has been incurred by the hotel. By charging a usage fee for the delayed vacating, the customer does not acquire any separate contractual claims.

§ 7 Liability of the Hotel, Limitation Period of Customer Claims

1. Claims for damages by the customer are excluded unless otherwise provided for in the following provisions.
2. The hotel shall be liable in accordance with statutory provisions for damages resulting from injury to life, body or health, for damages resulting from the breach of obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely (essential contractual obligations), as well as for other damages based on an intentional or grossly negligent breach of duty by the hotel or by a legal representative or vicarious agent of the hotel. In the event of a negligent breach of essential contractual obligations, the liability of the hotel shall be limited to the damage typically foreseeable at the time of conclusion of the contract.
3. The hotel shall be liable for damage to or loss of items brought in by the customer in accordance with the statutory provisions of §§ 701 et seq. BGB (German Civil Code).
4. If items brought in by the customer are left behind at the hotel upon departure, the hotel will forward them only upon the customer's express request and at the customer's expense and risk. Items left behind will be stored by the hotel for 6 months. After the expiry of 6 months, they will be handed over to the local lost property office if they have a recognizable value. If the local lost property office is not willing to accept the items, the hotel will store them for a further 6 months. After the expiry of this additional period, the items will be utilized or disposed of. The limitations of liability under clauses 1 – 3 shall apply accordingly in connection with items left behind.
5. If the customer makes use of a parking space in the hotel garage or on the hotel parking lot, even for a fee, this shall not constitute a safekeeping contract between the hotel and the customer. Consequently, the hotel shall have no duty of supervision. In the event of loss of or damage to a vehicle parked in the hotel garage or on the hotel parking lot, the hotel shall only be liable in accordance with the provisions set out in clauses 1 and 2.
6. Claims of the customer against the hotel shall become time-barred after 2 years. The limitation period begins at the end of the year in which the claim arose and 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 (hotel). Regardless of such knowledge or grossly negligent lack of knowledge, claims shall become time-barred no later than 5 years after their origin. The above reductions of limitation periods shall not apply to claims of the customer arising from injury to life, body or health or from other damages based on an intentional or grossly negligent breach of duty by the hotel or by a legal representative or vicarious agent of the hotel. In respect of such claims, the statutory limitation provisions shall apply.

§ 8 Final Provisions

1. If the customer is a merchant, has no general place of jurisdiction within the country, 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 is also entitled to bring an action against the customer at the court of their place of residence/business.
2. German law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.
3. The house rules of the respective hotel shall form part of the 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 of the invalidity of individual provisions, the statutory provisions shall apply additionally.



DATA PROTECTION

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 implemented measures to ensure that data protection regulations are complied with both by us and by our external service providers. During the further development of our website and the technologies used, changes to this privacy policy may become necessary. We therefore recommend that you review this 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 type of data is collected for which purpose.

Voluntary Personal Data

In certain areas of the website, you have the option to voluntarily provide personal data. The (personal) data transmitted will be stored and used exclusively for the purpose for which it was provided. Disclosure to third parties takes place only within the group of companies for the purpose of marketing and processing. Automatically stored log data is deleted after a limited period.

Data Processing on this Website

Whenever a website is accessed, 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 accessed page
- the previously visited page (referrer URL)
- time of the server request

Barfüßer Allgäu GmbH & Co. KG and Barfüßer Gastronomiebetriebs GmbH & Co. KG evaluate this data solely for statistical purposes in order to measure demand for the web services. Barfüßer Allgäu GmbH & Co. KG and Barfüßer Gastronomiebetriebs GmbH & Co. KG have no means of assigning this data to a specific individual. This data is not combined with other data sources. IP addresses are recorded for the duration of the visit in order to process requests and are not stored beyond the end of the visit. Data recorded when accessing the website is only disclosed to third parties if we are legally obliged to do so or by court order, or if such 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. No disclosure takes place in any other cases.

Cookies

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

Handling of Cookies

Cookies can be controlled with all internet browsers. Most browsers are set to accept all cookies automatically without asking the user. 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 managed.

Data for Newsletter Distribution

If you register for the newsletter mailing list, your email address as well as the newsletter list(s) you have selected will be stored on a server. We use this data exclusively for sending newsletters. For the analysis of system performance, the data records are used for statistical evaluations. Disclosure to third parties takes place only within the group of companies for the purpose of marketing and processing. The registration system, which includes an additional confirmation message containing a link for final registration (double opt-in), ensures that the newsletter is explicitly requested by you.

Social Media Services

Facebook

Our website uses – after the active consent of the visitor – a social plugin of the social network facebook.com. The current data protection provisions of Facebook can be found there.

You can prevent the transmission of your IP address by not activating the Facebook box or by disabling the social plugin after activation.

YouTube

Our website includes at least one plugin from YouTube, which belongs to Google Inc., based in San Bruno, California, USA. As soon as you access pages of our website equipped with a YouTube plugin, a connection to the YouTube servers is established. In doing so, the YouTube server is informed which specific page of our website you have visited.

If you are also logged into your YouTube account, you allow YouTube to directly associate your browsing behavior with 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 their privacy policy.

Instagram

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

The plugins are marked with an Instagram logo, for example in the form of an "Instagram camera". When you access a page of our website that contains such a plugin, your browser establishes a direct connection to Instagram's servers. The content of the plugin is transmitted directly from Instagram to your browser and integrated into the page. Through this integration, Instagram receives the information that your browser has accessed the corresponding 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 from your browser to a server of Instagram 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 to your contacts there. 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.

Webtracking

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

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

We use Google Analytics only with activated IP anonymization. This means that the IP address of users is shortened by Google within member states of the European Union or in other contracting states of the Agreement on the European Economic Area. Only in exceptional cases will the full IP address be transmitted to a Google server in the USA and shortened there. The IP address transmitted by the user's browser will not be combined with other data held by Google.

Users can prevent the storage of cookies by configuring their browser software accordingly; users can also prevent the collection of data generated by the cookie and related to their use of the online offering, as well as the processing of this data by Google Inc., by downloading and installing the browser plugin available at the following link.



- Download plugin

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

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- Data use for advertising purposes
- Manage information that Google uses to display advertising to you
- Determine which advertising Google shows you

Right to Information 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 your person, its origin and recipients, as well as the purpose of storage. Information about the stored data will be provided by the online editorial team of Barfüßer Gastronomie-Betriebs GmbH & Co. KG: info@riku-hotel.de.

An external data protection officer has been appointed:

Herr 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, this email and your email address will be used exclusively for correspondence with you. In the case of inquiries, the personal data provided will only be stored for the purpose of processing the inquiry.

Check Your Data

You can use any standard internet browser to view when cookies are set and what they contain. Detailed information is provided by the virtual data protection office of the federal and state data protection authorities in Germany.

If you have any questions regarding the collection, processing, or use of your personal data, or if you require information, correction, restriction, or deletion of data, as well as for the purpose of revoking consent given, please feel free to contact us: info@riku-hotel.de