



General terms and conditions for accommodation as of April 2024

I. SCOPE

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation as well as all other services and deliveries provided by the hotel to the customer in this context (hotel accommodation contract). The term “hotel accommodation contract” includes and replaces the following terms: accommodation, guest accommodation, hotel, hotel room contract.
2. The subletting or subletting of the rooms provided and their use for purposes other than accommodation require the hotel's prior consent in text form, whereby Section 540 Paragraph 1 Sentence 2 BGB is waived unless the customer is a consumer.
3. 3. The customer's general terms and conditions only apply if this has been expressly agreed upon in writing beforehand.

II. CONCLUSION OF CONTRACT, PARTNER, STATUTE OF LIMITATIONS

1. The contract is concluded when the hotel accepts the customer's application. The hotel is free to confirm the room booking in text form.
2. The contractual partners are the hotel and the customer. If a third party has ordered for the customer, he or she is jointly and severally liable to the hotel together with the customer for all obligations arising from the hotel accommodation contract, provided the hotel has a corresponding declaration from the third party.
3. All claims against the hotel generally expire one year from the start of the statutory limitation period. Claims for damages become statute-barred no later than two years after the date of accommodation, regardless of knowledge, unless they are based on an injury to life, body, health or freedom. These claims for damages expire in five years, regardless of knowledge. The shortened statute of limitations does not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

III. SERVICES, PRICES, PAYMENT, SET-OFF

1. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
2. The customer is obliged to pay the hotel's agreed or applicable prices for the room rental and the other services used by him. This also applies to services and expenses of the hotel to third parties arranged by the customer. The agreed prices include the respective statutory sales tax.

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3. The hotel can 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 an increase in the price for the rooms and/or for the hotel's other services.
4. Hotel invoices without a due date are payable without deductions within 10 days of receipt of the invoice. The hotel can demand immediate payment of outstanding claims from the customer at any time. In the event of late payment, the hotel is entitled to charge the applicable statutory default interest of currently 8% or, in the case of legal transactions in which a consumer is involved, 5% above the base interest rate. The hotel reserves the right to prove greater damage.
5. The hotel is entitled to demand an appropriate advance payment or security in the form of a credit card guarantee, a deposit or similar from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in text form in the contract. In the case of advance payments or security deposits for package tours, the legal provisions remain unaffected.
6. In justified cases, e.g. the customer is in arrears with payments or an extension of the scope of the contract, the hotel is entitled, even after the contract has been concluded, to make an advance payment or security deposit within the meaning of No. 5 above or to increase the advance payment or security deposit agreed in the contract up to the start of the stay to demand the full agreed remuneration.
7. The hotel is also entitled, at the beginning and during the stay, to demand an appropriate advance payment or security deposit from the customer within the meaning of No. 5 above for existing and future claims arising from the contract, unless such payment has already been made in accordance with No. 5 and/or above 6 was done.
8. The customer can only set off or set off an undisputed or legally binding claim against a claim of the hotel.
9. Our prices include the currently valid statutory sales tax and are subject to an adjustment in the event of changes to the tax rate as well as a change in the consumer price index for Germany determined by the Federal Statistical Office on base of 2024 = 100 at the time-of-service provision compared to the status at the time the contract was concluded in the same percentage ratio.

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IV. WITHDRAWAL OF THE CUSTOMER (CANCELING, CANCELLATION) OR FAILURE TO USE THE HOTEL SERVICES (NO SHOW)

1. A withdrawal by the customer from the contract concluded with the hotel requires the hotel's consent in text form. If this is not the fact, the agreed price from the contract must be paid even if the customer does not use the contractual services.
2. If a date for withdrawing from the contract free of charge has been agreed between the hotel and the customer in text form, the customer can withdraw from the contract until then without triggering any claims for payment or damages from the hotel. The customer's right of withdrawal expires if he does not exercise his right to withdraw from the hotel in text form by the agreed date.
3. In the case of rooms not used by the customer, the hotel can offset the income from renting these rooms elsewhere as well as the expenses saved. If the rooms are not rented to someone else, the hotel can demand the contractually agreed remuneration. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for overnight stays. The customer is free to prove that the claim did not arise or did not arise to the required amount.

V. WITHDRAWAL OF THE HOTEL

1. If it has been contractually agreed that the customer can withdraw from the contract free of charge within a certain period, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers about the contractually booked rooms and the customer upon request the hotel does not waive its right to withdraw.
2. If an agreed advance payment or security deposit required in accordance with Section III Numbers 5 and/or 6 above 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. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, for example if:
 - » Force majeure or other circumstances for which the hotel is not responsible make fulfilment of the contract impossible.
 - » Rooms or rooms are culpably booked with misleading or false information about essential contractual facts, e.g. about the customer or the purpose of his stay.
 - » the hotel has reasonable grounds to believe that the use of the hotel service may endanger the smooth business operations, the security, or the public reputation of the hotel, without this being attributable to the control or organizational area of the hotel.
 - » the purpose or reason for the stay is unlawful.
 - » there is a violation of Section I No. 2 mentioned above.

If the hotel withdraws with justification, the customer has no right to compensation.

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3. If individual provisions of this contract are invalid or unenforceable or become ineffective or unenforceable after the contract has been concluded, the validity of the rest of the contract remains unaffected. The invalid or unenforceable provision should be replaced by an effective and enforceable provision whose effects come closest to the economic objective that the contracting parties were pursuing with the ineffective or unenforceable provision. The above provisions apply accordingly if the contract turns out to be incomplete.

VI. ROOM PREPARATION, DELIVERY AND RETURN

1. The customer does not acquire any right to the provision of specific rooms unless this has been expressly agreed in writing.
2. Booked rooms are available to the customer from 3:00 p.m. on the agreed arrival day. The customer has no right to earlier availability.
3. On the agreed departure day, the rooms must be vacated and made available to the hotel by 12:00 p.m. at the latest. Thereafter, due to the late vacating of the room, the hotel can charge 50% of the full accommodation price (list price) for use beyond the contract until 6:00 p.m., and 100% from 6:00 p.m. This does not justify the customer's contractual claims. He is free to prove that the hotel has no or a significantly lower claim to usage fees.

VIII. INFLATION CLAUSE

In the event that, after conclusion of the contract, the net purchase prices to be paid by the contractor for the contractual materials = (in particular energy, personnel, goods and service providers) should rise or fall by more than 5 percent at the time of their delivery, each of the two contracting parties has this Right to demand that the other party enter into additional negotiations with the aim of bringing about an appropriate adjustment of the contractually agreed prices for the affected contractual materials to the current delivery prices.

IX. CHECK-IN / CHECK-OUT

CHECK-IN:

Our apartments are available from 4:00 P.M. Depending on availability, you can of course move into your apartment earlier against a fee of 25% of the applicable rate.

Please use our self-check-in machine at the entrance. There you will receive your key card with our booking number or that of our channel manager, or with your last name, as booked.

If your card is or becomes defective, you can also have a replacement card issued at our Self-Check-In. Follow the instructions and our Self-Check-In will issue you a new card.

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Our self-check-in machine will find your booking until 00:00 on the day of arrival. After that, we will release your room if you do not inform us of the reason for your non-arrival, either by phone or email.

CHECK-OUT:

Please leave your card in the room or put it in our mailbox in the foyer, top left compartment.

IX. FINAL PROVISIONS

1. Changes and additions to the contract, the acceptance of the application or these general terms and conditions should be made in text form. Unilateral changes or additions by the customer are invalid.
2. Place of fulfilment and payment is the location of the hotel.
3. The exclusive place of jurisdiction - also for check and bill of exchange disputes - in commercial transactions is the hotel's registered office. If a contractual partner meets the requirements of Section 38 Paragraph 2 ZPO and does not have a general place of jurisdiction in Germany, the place of jurisdiction is the hotel's registered office.
4. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
5. Should any provisions of these General Terms and Conditions be or become ineffective or void, this will not affect the effectiveness of the remaining provisions, as statutory provisions apply.

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