

General Terms and Conditions Applying to Hotel Accommodation Contracts

I. Scope of Application

- 1) These terms and conditions apply to hotel accommodation contracts as well as to all other services and deliverables provided by the Hotel to the Guest.
- 2) Differing terms, even if they are included in the Guest's or ordering party's general terms and conditions, do not apply, even if we do not explicitly object to them.

II. Contract Conclusion

- 1) A hotel accommodation contract (hereafter referred to as "Contract") between each Hotel's operating company and the Guest shall be concluded as a result of the Guest making a booking enquiry and the Hotel confirming that booking accordingly or making the booked room available, if a confirmation cannot be issued due to time constraints.
- 2) The contracting parties are the Hotel and the Guest. If a third party makes the booking on behalf of the Guest, it as the ordering party shall be jointly and severally liable along with the Guest to the Hotel for all obligations arising from the Contract, provided that the Hotel has received a corresponding declaration to that effect from the ordering party. Irrespective of the above, every ordering party is obliged to pass on all information relevant to the booking to the Guest, in particular these General Terms and Conditions.
- 3) Subletting and reletting of the rooms provided as well as their use for purposes other than accommodation require the prior written consent of the Hotel, although Section 540 Par. 1 Sentence 2 of the German Civil Code (BGB) is waived if the client is not a consumer. In such cases, refusal by the Hotel to grant permission to sublet shall not entitle the Guest to terminate the Contract.

III. Services, Prices, Payment, Offsetting

- 1) The Hotel is obliged to make the rooms booked by the Guest available in accordance with these General Terms and Conditions and to provide the agreed services.
- 2) The Guest is obliged to pay the Hotel's applicable or agreed prices for provision of the room(s) and other services utilised by them. This also applies to services and outlays that the Guest or ordering party cause the Hotel to incur vis-à-vis third parties. The agreed prices are stated inclusive of statutory value-added tax. If the period between conclusion of the Contract and the Guest's arrival exceeds four months, and if statutory value-added tax or any applicable local taxes and charges increase or new local taxes and charges are introduced after the Contract has been concluded, the Hotel reserves the right to increase the agreed prices by the amount corresponding to the increase in applicable value-added tax or local taxes and charges or by the amount of newly introduced local taxes and charges.
- 3) The Hotel may make its consent to a Guest's request to reduce the number of rooms booked, the services provided by the Hotel or the Guest's length of stay conditional on an adjustment of prices for the rooms and/or other services provided by the Hotel.
- 4) Invoices issued by the Hotel are due for payment immediately upon receipt without any deductions. The Hotel may request immediate payment of accounts outstanding from the Guest at any time.

The Guest shall be deemed to be in default no later than if they do not make payment within 30 days from the due date and receipt of the invoice; this only applies to Guests who are classed as consumers, if the consequences of non-payment have been specifically pointed out in the invoice. The Hotel may charge a reminder fee of € 5.00 for each reminder sent after default has occurred. If the debtor is not a consumer, the regulations stated in Section 288 Par. 5 of the German Civil Code (BGB) apply (flat-rate default charge of € 40.00).

- 5) On conclusion of the Contract, the Hotel is entitled to request a reasonable advance payment or security in the form of a credit card guarantee, a deposit or similar from the Guest. The amount of the advance payment and the payment deadlines can be agreed in writing in the Contract.
- 6) In justified cases, e.g. if the Guest is in arrears with payment or the scope of the contract is extended, the Hotel is entitled to request an advance payment or security as defined in Paragraph 5 above or request an increase in the contractually agreed advance payment or security up to the full agreed payment amount, even after the Contract has been concluded until the Guest commences their stay.
- 7) Furthermore, the Hotel is entitled to request the Guest to make an advance payment or lodge security as defined in Paragraph 5 above at the beginning of and during their stay to cover any existing or future receivables arising from the Contract, if payment has not already been made as per Paragraph 5 and/or Paragraph 6 above.
- 8) The Guest may only offset an undisputed or legally established claim of theirs against a debt owed to the Hotel.

IV. Withdrawal by the Guest, Cancellation

- 1) The Hotel grants the Guest a right to withdraw from the Contract at any time. The following terms apply in such cases:
 - a) In the event of the Guest withdrawing from their booking, the Hotel is entitled to reasonable compensation.
 - b) The Hotel has the option of claiming compensation from the Guest in the form of a flat-rate compensation amount instead of a specifically calculated indemnification. The flat-rate compensation amount is 90% of the contractually agreed price for overnight accommodation with or without breakfast, 70% of the contractually agreed price for overnight accommodation including half-board and 60% of the contractually agreed price for overnight accommodation including full board. The Guest has the option of demonstrating that the Hotel has not suffered any loss or that the actual loss incurred by the Hotel is less than the flat-rate compensation amount demanded by the Hotel.
 - c) If the Hotel specifically calculates the compensation it seeks to claim from the Guest, the amount of compensation shall not exceed the contractually agreed price for the service(s) to be provided by the Hotel less the value of disbursements saved by the Hotel and less the value of what the Hotel gains as a result of other uses of its services.

- 2) The above-mentioned compensation terms apply accordingly, if the Guest does not occupy the room they have reserved or make use of the services they have booked, without notifying the Hotel in good time.
- 3) If the Hotel has granted the Guest an option in the Contract that enables the latter to withdraw from the Contract within a certain period without suffering any legal consequences, the Hotel shall not be entitled to claim compensation.

Key to determining whether the notice of withdrawal is submitted on time is the date of receipt by the Hotel. The Guest must declare their intention to withdraw from the Contract in writing.

V. Withdrawal by the Hotel

- 1) If the Guest has been granted a right to withdraw from the Contract free of charge in accordance with Clause IV Par. 3, the Hotel is also entitled to withdraw from the Contract within the agreed period, if enquiries about the reserved rooms are received from other guests and the Guest does not waive their right to withdraw free of charge from the Contract in accordance with Clause IV Par. 3 when asked by the Hotel.
- 2) The Hotel is also entitled to withdraw from the Contract, if an advance payment or security that is agreed or required as per Clause III Par. 5 and/or 6 above is not made or lodged, even after expiry of a grace period set by the Hotel.
- 3) Furthermore, the Hotel is entitled to withdraw from the Contract, in particular if
 - force majeure or other circumstances for which the Hotel is not responsible make it impossible to perform the Contract;
 - rooms are booked as a result of misleading or false statements of material facts, e.g. relating to the Guest's personal details or the purpose of the stay;
 - the Hotel has reasonable grounds for believing that utilisation of the Hotel's services may jeopardise the frictionless operation of its business, the Hotel's security or public reputation without this being attributable to the Hotel's sphere of control or organisation;
 - it turns out that the Guest is a political or religious extremist, in particular far-right, racist, far-left and/or antisemitic or disseminates content that glorifies violence, or belongs to such a grouping or organisation, or has made the booking on behalf of a grouping or organisation that adheres to extreme political or religious ideologies, in particular far-right, racist, far-left and/or antisemitic ones or disseminates content that glorifies violence, and does not disclose this when booking;
 - unauthorised subletting or reletting as defined in Clause II Par. 3 has occurred;
 - an event as defined in Clause VI Par. 3 occurs;
 - the Hotel becomes aware of a situation in which the Guest's financial circumstances have deteriorated substantially since the Contract was concluded, in particular if the Guest does not settle the Hotel's due receivables or does not provide adequate security, and therefore the Hotel's payment claims appear to be at risk;
 - the Guest has filed a petition for the commencement of insolvency proceedings against their assets, has submitted information about their financial status and assets pursuant to Section 802c of the German Code of Civil Procedure, has initiated out-of-court proceedings for the settlement of debts or has suspended payments;
 - insolvency proceedings have been opened against the Guest's assets or the opening of such proceedings has been rejected because of a lack of assets.

- 4) The Hotel shall notify the Guest in writing without delay, if it intends to exercise its right of withdrawal.
- 5) In the aforementioned cases of withdrawal, the Guest is not entitled to claim compensation.

VI. Arrival and Departure

- 1) The Guest does not acquire any entitlement to the provision of certain rooms, unless the Hotel has confirmed the provision of particular rooms in writing.
- 2) Guests may occupy the rooms they have reserved from 3pm onwards on the agreed day of arrival. The Guest is not entitled to check into their room earlier.
- 3) Reserved rooms must be occupied by the Guest no later than 6pm on the agreed date of arrival. Unless a later arrival time has been expressly agreed, the Hotel is entitled to allocate the reserved rooms to other guests after 6pm and the Guest concerned is not entitled to claim compensation. In this respect, the Hotel has a right of withdrawal, unless the booking has been paid in full in advance.
- 4) Rooms must be vacated and keys/access cards returned to the Hotel no later than 11am on the agreed date of departure. Thereafter the Hotel may charge the daily room rate for additional use of the room until 6pm and 100% of the applicable full accommodation rate after 6pm in addition to any claims for compensation to which it is entitled. The Guest has the option of demonstrating that the Hotel has not suffered any loss at all or a considerably lower loss.

VII. Liability of the Hotel, Statute of Limitations

- 1) If disruptions or faults/shortcomings occur during the provision of its services, the Hotel will endeavour to remedy the situation upon the Guest's immediate complaint. If the Guest culpably fails to notify the Hotel of a fault or shortcoming, the Guest is not entitled to claim a reduction in the contractually agreed fee.
- 2) In accordance with statutory provisions, the Hotel is liable for any damage or loss resulting from injury to life, limb and health, as well as in the event of assumption of a guarantee by the Hotel and in the event of fraudulently concealed faults/shortcomings.
- 3) The Hotel is only liable for all other damage or loss not covered by Clause VII Par. 2 and caused by slight negligence on the part of the Hotel, its legal representatives or vicarious agents, if such damage or loss can be attributed to the breach of a typical contractual obligation. In such cases, liability is limited to foreseeable damage or loss that is typical of this type of contract.
- 4) The above limitations of liability apply to all claims for damages, irrespective of their legal basis, including claims arising from tort. The above-mentioned limitations and exclusions of liability also apply in cases of any claims for damages by a Guest against the Hotel's employees or vicarious agents. They do not apply in cases of liability for a fault or shortcoming, following assumption of a guarantee, for the quality of an item or of workmanship, in the case of fraudulently concealed faults or shortcomings or in the case of personal injury.
- 5) The Hotel's liability for personal property that the Guest brings with them is governed by statutory provisions, i.e. up to 100 times the accommodation rate, however not exceeding € 3,500.00. As far as valuables (cash, jewellery etc.) are concerned, this liability is limited to € 800.00.

- 6) If a parking space is made available to the Guest in the Hotel's enclosed parking area or in a Hotel car park, even for a fee, this does not constitute a custody agreement. The Hotel does not have a monitoring obligation. The Hotel is not liable for the loss of or damage to vehicles that are parked or manoeuvred on Hotel property and their contents, unless the Hotel, its legal representatives or vicarious agents have acted with intent or in a grossly negligent manner. In this case, a claim for compensation must be made against the Hotel no later than when leaving the Hotel property.
- 7) Messages, mail and consignments of goods addressed to Guests are handled with care. The Hotel undertakes the delivery, safekeeping and, if requested, the forwarding of the said items for a fee, and that applies to lost property as well. Claims for damages, except in cases of gross negligence or wilful intent, will not be accepted. The Hotel is entitled to hand over the aforementioned items to the local lost property office no later than after a storage period of one month, charging an appropriate fee.
- 8) Claims for damages by a Guest lapse no later than two years from the date on which the Guest becomes aware of the damage or loss or, irrespective of such knowledge, no later than three years from the date on which the damage or loss occurred. This does not apply to liability for damage or loss arising from injury to life, limb and health or to other damage or loss resulting from a wilful or grossly negligent breach of obligation by the Hotel, one of its legal representatives or vicarious agents.

VIII. Concluding Terms

- 1) Alterations or amendments to the Contract, to the Booking confirmation or to these Hotel Accommodation General Terms and Conditions must be made in writing. Unilateral alterations or amendments by the Guest are not valid.
- 2) The place of performance and payment is the Hotel's registered office. The place of jurisdiction – if the other contracting party is a businessperson or legal entity subject to public law – is the Hotel's registered office, or Rostock, at the Hotel's option. If the other contracting party does not have a place of general jurisdiction in Germany, Rostock shall be deemed as the place of jurisdiction. However, the Hotel is also entitled to institute lawsuits and other legal proceedings at the Guest's place of general jurisdiction. The Hotel is neither willing nor obligated to participate in dispute resolution procedures before a consumer arbitration body.
- 3) The law of the Federal Republic of Germany applies, while the UN Convention on Contracts for the International Sale of Goods does not.
- 4) Should any specific terms in these Hotel Accommodation General Terms and Conditions be or become invalid or void, this does not affect the validity of the remaining terms. Furthermore, statutory provisions apply.

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