



GENERAL TERMS AND CONDITIONS (GTC) OF BUSINESS

of Hotel Deichkrone GmbH, Norden-Norddeich (Last Update: 3/2022)

I. SCOPE OF APPLICATION

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 for the customer.
2. The subletting or reletting 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 Section 540 (1) sentence 2 of the German Civil Code (BGB) is waived insofar as the customer is not a consumer.
3. The customer's terms and conditions of business shall only apply if this has been expressly agreed in text form in advance.

II. CONCLUSION OF CONTRACT, CONTRACTING PARTIES,

LIMITATION PERIOD

1. The contract is concluded by the hotel's acceptance of the customer's booking request. The hotel will usually confirm the room booking in text form. If this is not possible due to the short notice of the booking, the contract is concluded with the verbal confirmation by the hotel. In the event of a booking via the hotel's own homepage, the contract shall be concluded by clicking the button "Book your offer now for € X".
2. The contracting parties are the hotel and the customer. If a third party has ordered on behalf of the customer, he or she shall be liable to the hotel together with the customer as joint debtor for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.
3. All claims against the hotel are generally subject to a limitation period of one year from the beginning of the knowledge-dependent regular limitation period of § 199 para. 1 BGB. Claims for damages shall become statute-barred after five years irrespective of knowledge. The reductions in the statute of limitations do not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

III. SERVICES, PRICES, PAYMENT, OFFSETTING

1. The hotel is obliged to hold ready the rooms that have been bindingly booked by the customer and to provide the agreed services.
2. The customer is obliged to pay the prices of the hotel applicable or agreed for the provision of the room and the other services used by the customer. This also applies to services ordered by the customer directly or via the hotel, which are provided by third parties and paid for by the hotel.
3. The agreed prices include the taxes and local charges applicable at the time of conclusion of the contract. Not included are local taxes which - according to the respective local law - are owed by the guest himself, such as visitor's tax. In the event of a change in the statutory value added tax or the introduction, amendment or abolition of local levies on the subject of performance 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 performance of the contract exceeds four months.
4. The hotel may make its consent to a subsequent reduction requested by the customer in the number of rooms booked, the hotel's services or the customer's length of stay conditional upon a reasonable increase in the price for the rooms and/or for the hotel's other services.
5. Invoices of the hotel are due for payment immediately upon receipt without deduction. In exceptional cases where payment on account has been agreed, payment shall be made without deduction within five days of receipt of the invoice, subject to any agreement to the contrary.
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 event of default of payment by the customer, the statutory provisions shall apply.

7. In justified cases, e.g. payment arrears on the part of the customer or extension of the scope of the contract, the hotel shall be entitled, even after conclusion of the contract until the start of the stay, to demand an advance payment or security deposit within the meaning of Clause II.6 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.
8. The hotel is also entitled to demand from the customer a reasonable advance payment or security deposit within the meaning of Clause III.6 above for existing and future claims arising from the contract at the beginning and during the stay, insofar as such a payment has not already been made in accordance with Clause III.6 above and/or Clause III.7.
9. The customer may only set off or offset an undisputed or legally enforceable claim against a claim of the hotel.
10. The customer agrees that the invoice may be sent to him electronically.

IV. WITHDRAWAL OR CANCELLATION BY THE CUSTOMER

IV.I NON-UTILISATION OF THE HOTEL'S SERVICES

1. Unless otherwise agreed in the individual textual terms and conditions of the offer, the hotel grants the customer the right to withdraw from the contract free of charge with a period of notice **up to 120 days prior to arrival**, so that the customer may unilaterally withdraw from the contract until then without triggering payment or damage compensation claims by the hotel. The customer's right to withdraw free of charge shall expire if he does not exercise his right to withdraw in text form towards the hotel by the agreed date. This shall not apply in the event of a breach of the hotel's obligation to show consideration for the rights, legal assets and interests of the customer if the customer can no longer reasonably be expected to adhere to the contract as a result or is entitled to any other statutory or contractual right of withdrawal.
2. Should a cancellation occur **between 119 and 60 days prior to arrival**, the hotel will charge a cancellation fee of 50% of the booking value.
3. If the cancellation takes place **between 59 and 15 days before arrival**, the cancellation fee is 70 %.
4. **After that 90% cancellation fee** will be charged.
5. The basis of the calculation is the full board offer for the booking period minus the re-let days. The calculation of the cancellation fee can, by its very nature (see clause IV. 6), only be made on the last day of the booking period. The customer is free to prove that the above claim has not arisen or has not arisen in the amount claimed.
6. The hotel is free to demand the contractually agreed remuneration and to make a flat-rate deduction for saved expenses.
7. Any regulations deviating from this will be brought to our attention in text form, e.g. in the case of last-minute offers.

IV.II NON-UTILISATION OF THE SERVICES OF THE WELLNESS

DEPARTMENT

1. Treatments that are part of an offer expire if they are not used. Neither does this result in any credit claims.
2. The hotel grants the customer a free withdrawal until 6 p.m. on the day before the ordered treatment, so the customer can withdraw from the contract without triggering payment or damage claims by the hotel.
3. If the withdrawal is made **after 6 pm on the day before the treatment**, the hotel will charge a cancellation fee of 50%.
4. **For no-shows or cancellations after the treatment date**, the booked value of the treatment will be charged according to the current price list of the cosmetics department.



V. WITHDRAWAL OF THE HOTEL

1. If the customer's right to withdraw from the contract free of charge within a certain period of time before arrival has been agreed in accordance with point IV.1. or otherwise individually in text form, the hotel is also entitled for its part to withdraw from the contract unilaterally and in text form within this period of time. This right of withdrawal (within a certain period before arrival) of the hotel is relinquished by the hotel with the payment of a deposit of usually € 300 (booking guarantee).
2. If an advance payment agreed in accordance with the booking option is not made, even after expiry of a suitable extension period set by the hotel, the hotel shall be entitled, but not obliged, to withdraw from the contract. In this case, the present accommodation contract shall continue to exist together with all rights and obligations (see section III.2.ff).
3. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for an objectively justified reason, for example if:
 - a. force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
 - b. rooms or units are intentionally booked with misleading or false information or concealment of essential facts; essential facts may be the identity of the customer, the ability to pay or the purpose of the stay;
 - c. the hotel has reasonable grounds to believe that the use of the service may jeopardise the safety, the smooth business operation or the reputation of the hotel in public and that this is not attributable to the hotel's sphere of control or organisation;
 - d. the purpose or reason for the stay is unlawful;
 - e. there is a breach of clause I.2 above.
4. In the event of justified withdrawal by the hotel, the customer shall have no claim to compensation.

VI. ROOM PROVISION, HANDOVER AND RETURN

1. Insofar as nothing to the contrary has been agreed in text form, the customer does not acquire any claim to the provision of a specific room, only the booked room category is deemed to have been agreed.
2. Booked rooms as well as the accompanying catering services are available to the customer from 3.00 p.m. on the agreed day of arrival. The customer has no right to earlier availability.
3. On the agreed day of departure, the rooms must be vacated and returned to the hotel by 11.00 a.m. at the latest. After this time, the hotel may charge 50% of the full accommodation price (list price) due to the late vacating of the room for its use in excess of the contract until 3.00 p.m., and 90% from 3.00 p.m. onwards. Contractual claims of the customer are not justified by this. The customer is at liberty to prove that the hotel has not been entitled to any or a significantly lower claim to a usage fee.
4. The Hotel Deichkrone is a non-smoking hotel. This means that smoking is strictly prohibited in all hotel rooms and corridors! Smoking on the terrace or balcony with closed windows is tolerated. Should smoking nevertheless have taken place in the hotel room, the hotel will charge a cleaning fee of € 250. Should a fire alarm be triggered by the development of smoke, the causer will bear the costs of the fire brigade intervention.

VII. LIABILITY OF THE HOTEL

1. The hotel shall be liable for damages arising from injury to life, body or health for which it is responsible. Furthermore, it shall be liable for other damages based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of duties typical of the contract by the hotel. Typical contractual obligations are those obligations that make the proper performance of the contract possible in the first place and on the performance of which the customer relies and may rely. A breach of duty by the hotel is equivalent to a breach of duty by a legal representative or vicarious agent. Further claims for damages are excluded unless otherwise provided for in this Section VII. Should disruptions or defects in the hotel's services occur, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is

reasonable to him in order to remedy the disruption and keep any possible damage to a minimum.

2. The hotel shall be liable to the customer for items brought in 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.
3. Insofar as a parking space is made available to the customer in the hotel car park, even for a fee, this shall not constitute a safekeeping contract. In the event of loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and their contents, the hotel shall only be liable in accordance with the above section VII.1, sentences 1 to 4.
4. Wake-up calls are carried out by the hotel with the utmost care. Messages for the customers are handled with care. Upon prior agreement with the customer, the hotel may accept, store and - upon request - forward mail and merchandise shipments for a fee. The hotel shall be liable in this respect only in accordance with the above Section VII.1, sentences 1 to 4.

VIII. SPECIAL REGULATIONS IN THE EVENT OF A PANDEMIC OR SIMILAR EPIDEMIOLOGICAL EVENTS (HERE PARTICULARLY CORONA)

1. Both parties agree that the agreed travel services will always be provided by the respective service provider in compliance with and in accordance with the official requirements and conditions applicable at the time of travel.
2. The traveller agrees to observe reasonable usage regulations and restrictions of the service providers when using travel services and to notify the hotel or the service provider immediately in the event of typical symptoms of illness occurring.

IX. CONCLUDING PROVISIONS

1. Amendments or supplements to the contract, the acceptance of the booking request or these terms and conditions for hotel accommodation shall be made in text form. Unilateral amendments or supplements by the customer are invalid.
2. The place of fulfilment and payment as well as the exclusive place of jurisdiction for commercial transactions shall be the registered office of the hotel. If a contracting party fulfils the prerequisite of § 38 para. 2 ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Norden.
3. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
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 ("OSPlatform"): <https://ec.europa.eu/consumers/odr/> However, the hotel does not participate in dispute resolution proceedings before consumer arbitration boards.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the legal provisions shall apply.