



General Terms and Conditions for Hotel Accommodation of Scheelehof Betreibergesellschaft mbH

1. Scope of application

These Terms and Conditions apply to all contracts for the rental of hotel rooms and flats for accommodation in the Romantik Hotel Scheelehof, Aparthotel markt fuffzehn, maakt Hotel & Apartments, Aparthotel an St. Marien, Aparthotel "Altes Schwedisches Konsulat" as well as all other services and deliveries provided for the customer by Scheelehof Betreibergesellschaft mbH (hotel accommodation contract). The customer's terms and conditions are not accepted unless agreed in text form.

2. Subletting, other use of rooms and hotel space

The subletting of the rooms/apartments provided requires the consent of Scheelehof Betreibergesellschaft mbH in text form. Without the prior consent of Scheelehof Betreibergesellschaft mbH in text form, it is prohibited to use the rooms/apartments provided and hotel areas outside the rooms/apartments for purposes other than typical hotel and accommodation purposes. Sales events, job interviews, castings, presentations, etc. require the approval of Scheelehof Betreibergesellschaft mbH in text form and may be subject to an additional charge.

3. Conclusion of contract, contractual partner, limitation period

The contract is concluded by the acceptance of the application by Scheelehof Betreibergesellschaft mbH in text form (e.g. letter, e-mail, fax). In the event of booking via the hotel's own homepage, the contract is concluded by clicking the button "Book with obligation to pay". The contractual partner is the person who makes the booking or on whose behalf the booking is made (hereinafter referred to as the "customer"). Representatives must be disclosed at the time of booking. The booked guest and the ordering party are jointly and severally liable for the fulfilment of the obligations of the hotel accommodation contract, unless the representatives were disclosed at the time of booking or are already known to Scheelehof Betreibergesellschaft mbH. All claims against Scheelehof Betreibergesellschaft mbH are to be asserted immediately. Claims against Scheelehof Betreibergesellschaft mbH become statute-barred within one year of the statutory commencement of the limitation period. This limitation does not apply to claims that are attributable to an intentional or grossly negligent breach of duty by Scheelehof Betreibergesellschaft mbH or one of its vicarious agents or persons employed in the performance of its obligations, or to damage to life, limb or health.

4. Services, prices, subsequent changes

Scheelehof Betreibergesellschaft mbH undertakes to provide the agreed services and to provide the booked rooms/apartments.

The customer is obliged to accept the agreed services and booked rooms/apartments and to pay the prices valid or contractually agreed at the time of booking. The prices include statutory value added tax at the time of booking. The customer must notify us of any changes after conclusion of the contract in good time, up to one week before the start of the stay. Significant changes, e.g. concerning the booking period or the room category as well as those mentioned in the following sentence, are deemed to be a new offer by the customer and require acceptance by Scheelehof

Betreibergesellschaft mbH in text form. In the event of subsequent changes regarding the number of rooms, persons arriving, additional services as well as the length of stay, Scheelehof Betreibergesellschaft mbH is entitled to increase the prices accordingly. In the event of significant reductions, Scheelehof Betreibergesellschaft mbH is entitled to apply its cancellation conditions (Clause 6).

5. Invoices, advance payment, default, reminder costs, offsetting

Invoices are due immediately and without deduction, unless another payment term and deductions (e.g. cash discount) have been agreed or granted with the invoice.

Scheelehof Betreibergesellschaft mbH is entitled to demand advance payment or security in the form of a credit card guarantee or deposit or similar upon conclusion of the contract. In justified cases, e.g. payment arrears on the part of the customer, this is also possible after conclusion of the contract and also during the stay. The interest on arrears shall be in accordance with the statutory provisions. Each reminder shall be charged at a flat rate of € 5. The customer is entitled to prove that the damage caused by default did not occur at all or is significantly lower than the flat rate. The customer may only set off, reduce or exercise a right of retention against a claim of Scheelehof Betreibergesellschaft mbH with undisputed or legally established claims.

6. Withdrawal, cancellation, no-show, early departure of the customer (cancellation conditions)

The customer may cancel/withdraw the booking in text form at any time. A cancellation free of charge requires the consent of Scheelehof Betreibergesellschaft mbH in text form. If this consent is not given, the following cancellation conditions apply:

Scheelehof Betreibergesellschaft mbH is entitled to demand flat-rate compensation for damages.

The customer can cancel/withdraw free of charge up to 4 weeks before the agreed arrival date. If the cancellation is made

up to 2 weeks before arrival, 30 %,

up to 1 week before arrival 50 %,

up to 3 days before arrival 70 % and on

1st and 2nd day before arrival as well as in case of non-appearance 90 % of the total booked service will be charged.

This cancellation regulation also applies in the event of early departure. Scheelehof Betreibergesellschaft mbH may claim higher damages in addition to the above-mentioned flat-rate compensation upon proof, e.g. if the latter had to pay for services of third parties (ferry ticket, museum admission, excursions, etc.) that could not be cancelled or could only be cancelled in part. The customer is entitled to provide evidence that the damage caused by the delay did not occur at all or is significantly lower than the damages claimed.

Scheelehof Betreibergesellschaft mbH will of course endeavour to allocate the ordered rooms/apartments and services elsewhere and to keep the damage to a minimum.

7. Free holding period, withdrawal of Scheelehof Betreibergesellschaft mbH

It can be agreed in text form that the customer can cancel/withdraw free of charge within a certain period of time. Scheelehof Betreibergesellschaft mbH may determine that it is entitled to let the vacated rooms to other parties from a certain point in time without incurring liability for damages.

Scheelehof Betreibergesellschaft mbH is entitled to withdraw from or terminate the hotel accommodation contract for good cause. Good cause includes e.g. force majeure, serious breaches of duty by the customer, in particular actions by the customer which endanger the smooth operation of the business, the safety or the reputation of Scheelehof Betreibergesellschaft mbH in the public or the closure of the facilities of Scheelehof Betreibergesellschaft mbH due to official orders. Good cause shall also be deemed to exist in the event of non-payment of the required advance payment or provision of security despite a reasonable grace period and if the customer does not use hotel rooms/apartments and/or other hotel areas in another approved manner (Clause 2). Scheelehof Betreibergesellschaft mbH may prevent unauthorised uses that are not typical of the contract and demand that they be discontinued. In the event of non-compliance by the customer, Scheelehof Betreibergesellschaft mbH may terminate the hotel accommodation contract without notice.

In the event of justified termination by Scheelehof Betreibergesellschaft mbH for reasons for which the customer is responsible, the cancellation conditions of Clause 6 shall apply.

8. Room reservation, arrival and departure time

The customer does not acquire a claim to the provision of specific rooms/apartments. Specific rooms/apartments may be agreed in the hotel accommodation contract; the same applies if the rooms/apartments are provided for in the arrangements confirmed in text form.

If the contractually agreed rooms within the meaning of sentence 2 are not available, Scheelehof Betreibergesellschaft mbH undertakes to arrange equivalent or higher quality substitutes in the respective hotel, in another hotel of Scheelehof Betreibergesellschaft mbH or in other comparable properties.

Arrival is possible from 4.00 pm on the day of arrival. There is no entitlement to earlier provision and this is only possible by prior agreement in text form.

The customer must notify the reception by telephone of arrivals later than 6.00 pm. After 6.00 p.m., Scheelehof Betreibergesellschaft mbH assumes that there is no longer any interest in the reserved rooms/apartments and will endeavour to allocate the rooms/apartments elsewhere in order to avoid the customer's cancellation liability.

The rooms/apartments must be vacated by 12.00 noon at the latest on the day of departure. Extensions are to be agreed with the reception. The customer will be charged 30 % of the room/apartment price for keeping the room/apartment available from 12.00 noon to 6.00 p.m.; after 6.00 p.m. the full room/apartment price is to be paid. This shall not give rise to a claim for retention on the part of the customer. The customer is entitled to prove that no damage has been incurred at all or that the damage is significantly lower than the flat rate.

Rooms/apartments that are not vacated by 12.00 noon without an extension agreement will be opened and the luggage stored. The Scheelehof operating company does not assume any liability for luggage stored in this way.

9. Liability of Scheelehof Betreibergesellschaft mbH

Scheelehof Betreibergesellschaft mbH shall not be liable for damage caused by its own simple negligent breach of duty or by simple negligent breaches of duty by a legal representative or by vicarious agents or assistants. Excluded from this are damages from injuries to life, body or health. Scheelehof Betreibergesellschaft mbH is only liable for items brought in by the customer in accordance with the provisions of §§ 701 ff BGB (German Civil Code),

i.e. 100 times the room rate, but not more than € 3,500, and for securities, money and valuables up to € 800. It is recommended that customers use the room safe or the central hotel safe. For sums of money and valuables above the aforementioned limit, storage in the hotel safe is required.

Scheelehof Betreibergesellschaft mbH accepts no liability for damage to or theft of a vehicle in the designated parking spaces - even in return for payment. A custody contract is not concluded and there is no obligation to guard the vehicle. Should damage to a vehicle be caused by a parking service provided by Scheelehof Betreibergesellschaft mbH, Scheelehof Betreibergesellschaft mbH is only liable for gross negligence and intent. Wake-up calls are carried out conscientiously: No liability is assumed. Messages, mail and consignments of goods to the customer will be handled with care. Scheelehof Betreibergesellschaft mbH will take care of the receipt and safekeeping and, after departure, also the forwarding to the customer on request, for a fee.

Items left behind by the customer will only be forwarded at the customer's request and at the customer's expense and risk. The items left behind will be stored for 3 months - provided they are not perishable - and then handed over to the local lost property office. If the items have no recognisable value, Scheelehof Betreibergesellschaft mbH reserves the right to destroy the items left behind after expiry of the period.

10. Final provisions

Amendments and supplements to the hotel accommodation contract and these general terms and conditions must be made in text form.

The exclusive place of payment and performance is Stralsund. If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction is Stralsund. German law shall apply exclusively. The application of the conflict of laws of the European Union, e.g. the UN Convention on Contracts for the International Sale of Goods, is excluded. In accordance with the legal obligation, Scheelehof Betreibergesellschaft mbH points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>. However, Scheelehof Betreibergesellschaft mbH does not participate in dispute resolution proceedings before consumer arbitration boards. Ineffective provisions shall not affect the validity of these terms and conditions in other respects and all effective provisions shall remain in force. The law applies in addition.

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