



General Terms and Conditions for Hotel Accommodation by Scheelehof Betreibergesellschaft mbH

1. Scope

These terms and conditions apply to all contracts for the temporary rental of hotel rooms and apartments for accommodation at the Romantik Hotel Scheelehof, Aparthotel Markt Fuffzehn, Maakt Hotel & Apartments, Aparthotel "Altes Schwedisches Konsulat", as well as all other services and deliveries provided to the customer by Scheelehof Betreibergesellschaft mbH (Hotel Accommodation Contract). The customer's terms and conditions are not accepted unless agreed upon in writing.

2. Subletting and other use of hotel rooms and areas

Subletting or re-renting the provided rooms/apartments requires the written consent of Scheelehof Betreibergesellschaft mbH. Without prior written consent from Scheelehof Betreibergesellschaft mbH, it is prohibited to use the provided rooms/apartments for purposes other than usual accommodation. Sales events, application procedures, castings, photo shoots, etc., require the permission of Scheelehof Betreibergesellschaft mbH in writing and may be subject to additional charges.

3. Contract conclusion, contracting parties, limitation

The contract is concluded by the acceptance of the application by Scheelehof Betreibergesellschaft mbH in writing (e.g., letter, email, fax). In the case of online booking, the contract is concluded when the process "Booking Completion/Book with Obligation to Pay" is displayed. The contract partner is the person who makes the booking or on whose behalf the booking is made. Representation by the customer is not permitted. The obligations of the Hotel Accommodation Contract apply to the person who books. The person placing the order is jointly and severally liable unless the representation of the booking was previously acknowledged by Scheelehof Betreibergesellschaft mbH. All claims against Scheelehof Betreibergesellschaft mbH are payable immediately and become time-barred within one year from the statutory commencement of the limitation

period. This limitation does not apply to claims based on grossly negligent breaches of duty by Scheelehof Betreibergesellschaft mbH or its agents, or if essential contractual obligations are deliberately and seriously neglected, excluding damages to life, body, and health.

4. Services, prices, subsequent changes

Scheelehof Betreibergesellschaft mbH commits to providing the agreed services and keeping the booked rooms/apartments available. The customer is obliged to accept the agreed services and booked rooms/apartments and to pay the prices valid at the time of booking. Prices include statutory VAT at the time of booking. Changes after contract conclusion must be communicated by the customer in a timely manner, at least one week before the start of the stay. Significant changes, such as those concerning the booking period or room category, are considered a new offer from the customer and require acceptance by Scheelehof Betreibergesellschaft mbH in writing. For subsequent changes regarding the number of rooms, arrival dates, additional services, and length of stay, Scheelehof Betreibergesellschaft mbH is entitled to adjust the prices accordingly. In the case of significant reductions, Scheelehof Betreibergesellschaft mbH is entitled to apply its cancellation conditions (Clause 6).

5. Invoices, advance payment, default, reminder costs, set-off

Invoices are due immediately and without deduction unless otherwise agreed. Scheelehof Betreibergesellschaft mbH is entitled to request an appropriate advance payment or security in the form of a credit card guarantee or deposit upon contract conclusion or thereafter if there are justified doubts about the customer's solvency. This is also possible after contract conclusion and before the stay. Default interest is currently 8% p.a. according to statutory provisions. Each reminder is charged a flat rate of €5. If the customer is in default for more than 30 days and the default damage has significantly increased, Scheelehof Betreibergesellschaft mbH is entitled to set off the booking contract with undisputed or legally binding claims against claims of Scheelehof Betreibergesellschaft mbH, even if the right of retention is rejected.

6. Cancellation, no-show, early departure by the customer (cancellation conditions)

The customer can cancel bookings in writing at any time. A free cancellation requires the consent of Scheelehof Betreibergesellschaft mbH in writing. Without this consent, the following cancellation conditions apply: Scheelehof Betreibergesellschaft mbH is entitled to claim lump-sum damages for the agreed offer and revenue. Up to 4 weeks before arrival/departure, the customer can cancel free of charge. If the cancellation occurs up to 2 weeks before arrival, 30% will be charged, up to 1 week before arrival 50%, up to 3 days before arrival 70%, and thereafter, as well as in the case of no-shows, 90% of the total booked service or arrangement will be charged. These cancellation conditions do not apply in the case of early departure. Scheelehof Betreibergesellschaft mbH can additionally claim higher damages upon proof, e.g., if non-cancellable third-party services (ferry ticket, museum visit, visa, etc.) have to be borne. The customer must prove that the default damage did not occur or is significantly lower than the claimed lump sum. Scheelehof Betreibergesellschaft mbH will make every effort to reassign the ordered rooms/apartments and services to minimize damage.

7. Reservation, withdrawal by Scheelehof Betreibergesellschaft mbH

It can be agreed in writing that the customer can cancel free of charge within a certain period. Scheelehof Betreibergesellschaft mbH can determine that from a certain point it is entitled to re-rent the reserved rooms without becoming liable for damages. Scheelehof Betreibergesellschaft mbH is entitled to withdraw from or terminate the Hotel Accommodation Contract for good cause. Important reasons include, for example, force majeure, significant breaches of duty by the customer, particularly actions by the customer that endanger the undisturbed operation, safety, or reputation of Scheelehof Betreibergesellschaft mbH, or the closure of the Scheelehof Betreibergesellschaft mbH facilities due to official orders or danger situations due to non-fulfilment of the required advance payment or security despite an appropriate grace period, as well as unauthorized use of hotel rooms/apartments and/or other hotel areas by the customer (Clause 2). In case of significant contract violations, Scheelehof Betreibergesellschaft mbH can withdraw from or terminate the booking contract. Scheelehof Betreibergesellschaft mbH can claim damages or expel the customer from the premises.

8. Room availability, check-in, and check-out times

The customer acquires no claim to the provision of specific rooms/apartments. Specific rooms/apartments can be agreed upon in the Hotel Accommodation Contract if they are available during the respective periods. If the contractually promised rooms are not available, Scheelehof Betreibergesellschaft mbH commits to arranging equivalent or higher-quality substitutes within its premises, another hotel of Scheelehof Betreibergesellschaft mbH, or in neighbouring hotels or properties. Check-in is possible from 4:00 PM on the day of arrival; there is no claim to earlier provision unless previously agreed upon in writing. The customer must inform the reception of arrivals later than 6:00 PM by phone. After 6:00 PM, Scheelehof Betreibergesellschaft mbH assumes no interest in the reserved rooms/apartments and will rent them otherwise. The use of the rooms/apartments by the customer ends at 12:00 PM on the day of departure. Extensions are only possible upon prior agreement.

9. Liability of Scheelehof Betreibergesellschaft mbH

Scheelehof Betreibergesellschaft mbH is not liable for damages resulting from its own simple negligent breach of duty or from simple negligent breaches of duty by a legal representative or vicarious agents. Excluded from this are damages resulting from injury to life, body, or health. For items brought by the customer, Scheelehof Betreibergesellschaft mbH is only liable according to the provisions of §§ 701 ff BGB, which is 100 times the room price, but no more than €3,500, and for securities, money, and valuables up to €800. It is recommended to use the room safe or the central hotel safe. For amounts of money and valuables above the aforementioned limit, storage in the hotel safe is required.

Scheelehof Betreibergesellschaft mbH accepts no liability for damages or thefts of the vehicle in hotel parking lots - even for a fee. No custody contract is concluded, and there is no duty of supervision. Should damages to the vehicle be caused by a parking service of Scheelehof Betreibergesellschaft mbH, Scheelehof Betreibergesellschaft mbH is only liable for gross negligence and intent.

Wake-up calls are carried out with care; however, no liability is assumed. Messages, mail, and goods deliveries for the customer are handled with care. Scheelehof Betreibergesellschaft mbH accepts the receipt and, upon request, for a fee, also the forwarding to the customer after departure. Left-behind items of the customer will only be forwarded at the customer's request and expense. The left-behind items will be kept for 3 months, if not perishable, and then handed over to the local lost

property office. If the items have no recognizable value, Scheelehof Betreibergesellschaft mbH reserves the right to destroy the items after the period.

10. Final provisions

Changes and additions to the Hotel Accommodation Contract or these terms and conditions must be made in writing. The exclusive place of performance and payment is Stralsund. If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction is Stralsund. German law exclusively applies. The application of the conflict of laws rules of the European Union and the UN Sales Convention is excluded.

In accordance with the legal obligation, Scheelehof Betreibergesellschaft mbH points out that the possibility of out-of-court settlement of consumer disputes via the Online Dispute Resolution Platform ("ODR platform") <http://ec.europa.eu/consumers/odr/> exists. Scheelehof Betreibergesellschaft mbH does not participate in dispute resolution proceedings before consumer arbitration bodies.

Should individual provisions of these terms and conditions be or become ineffective, the effectiveness of the remaining provisions remains unaffected. Supplementary German law

As of: 05/2024