

## **Hotel accomadation conditions Nordsee Hotel Hinrichsen GmbH**

Dear guest,

Please pay attention to the following hotel accommodation conditions; they regulate the legal relationship between Nordsee-Hotel Hinrichsen GmbH (hereinafter referred to as "Hotel") and you.

### **1. Subject of the service**

The contract for the booked service is concluded exclusively between the guest and the hotel. The scope of the service owed by the hotel can be found in the booking confirmation. Subsidiary agreements that change the scope of the contractual service require confirmation.

### **2. Booking and conclusion of contract**

2.1.

By booking with the hotel, the guest is bindingly offering the hotel the conclusion of an accommodation contract including these hotel accommodation conditions.

2.2.

The booking can be made electronically via the Internet, by post, by Fax, in writing, by telephone or verbally.

2.3.

The accommodation contract is only concluded upon acceptance by the hotel. The guest will be informed of the acceptance, for which no specific form is required, immediately after the contract has been concluded by sending a booking confirmation. When booking electronically via the Internet, the information is provided by sending a booking confirmation by email at the end of the booking process. The guest has the opportunity to print out this booking confirmation.

2.4

The data provided to the hotel is protected in accordance with legal regulations.

### **3. Payment**

3.1

Payment of the overnight price stated on the booking confirmation is made directly to the hotel as regulated in the following paragraphs, unless otherwise expressly agreed.

3.2

For group bookings (bookings of 20 people or more), a deposit of 80% of the total price must be paid to the hotel 4 weeks before arrival. For group bookings made less than 4 weeks before arrival, the deposit must be paid immediately upon receipt of the booking confirmation. The remaining payment must be paid on site at the hotel upon arrival.

3.3

For bookings that are not group bookings (see section 3.2), the total price is paid upon arrival at the hotel.

#### 3.4

The hotel prices include VAT. If the legislature increases the VAT valid at the time of booking (old VAT) after booking, the hotel is entitled to do so. The difference between the old VAT and the VAT valid at the time of arrival (new VAT) will be charged to the guest in addition to the price agreed upon booking. If the legislature reduces the VAT valid at the time of booking (old VAT) after booking, the guest is entitled to the difference between the old VAT and the VAT valid at the time of arrival (new VAT) from what was agreed upon when booking to deduct the price.

### **4. Withdrawal / cancellation**

#### 4.1

The guest can withdraw at any time by notifying the hotel. The cancellation should be declared stating the booking number. The decisive factor is the receipt of the declaration of withdrawal by the hotel. The guest is recommended to declare the withdrawal in writing.

#### 4.2

If the guest withdraws from the concluded contract by notifying the hotel up to five days before arrival, the guest will not be charged any costs.

#### 4.3

If the guest withdraws from the contract concluded from the fourth day before arrival or if the guest does not use the booked accommodation, the hotel can demand 80% of the agreed price.

#### 4.4

In all cases, the guest is free to prove that no damage or significantly less damage was caused by his withdrawal than the flat rate requested by him. In this case, the guest is obliged to pay the lower costs (or, if no damage was caused, not to pay).

#### 4.5

It is strongly recommended that you take out travel cancellation insurance and trip interruption insurance.

### **5. Liability**

#### 5.1

The hotel's liability is limited to intent and gross negligence. Liability for simple negligence is excluded. The above exclusion of liability does not apply to injuries to life, body or health.

#### 5.2

Claims due to non-contractual provision of services must be directed immediately and exclusively to the hotel.

### **6. Responsibilities of the guest**

#### 6.1

The guest is obliged to immediately report any defects in the accommodation or other contractual services to the hotel or to demand remedial action.

#### 6.2

The notification of defects must be addressed exclusively to the hotel.

### 6.3

The accommodation may only be occupied by the number of people agreed with the hotel. Overcrowding may give rise to the hotel's right to immediately terminate the contract or demand appropriate additional compensation.

### 6.4

Bringing pets, regardless of their type, is only permitted after express agreement with the hotel and - in the case of such an agreement - only within the scope of the information provided regarding the type and size of the animal.

### 6.5

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.

## **7. Arrival and departure times**

### 7.1.

Unless otherwise agreed, the booked accommodation is available from 3 p.m. on the day of arrival.

### 7.2

If you arrive after this time, the guest is obliged to inform the hotel in good time. If this is not done, the hotel is entitled to use the accommodation elsewhere for the booked period from 6 p.m. on the day of arrival.

### 7.3

Unless otherwise agreed, the accommodation must be vacated by 11 a.m. on the day of departure.

## **8. Severability clause**

Should a provision of these hotel accommodation conditions be or become ineffective, this will not affect the effectiveness of the remaining provisions. The invalid provision must be replaced by the statutory regulation.

## **9. Place of jurisdiction**

Lawsuits against the hotel must be filed at their registered office. For legal actions brought by the hotel against the guest, the guest's place of residence is decisive, unless the action is directed against merchants or persons who have moved their place of residence or usual place of abode abroad after conclusion of the contract, or whose place of residence or usual place of abode at the time the action is filed is not known. In these cases, the location of the hotel is decisive.

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