



1. Scope of Application

1.1 The following general terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all services and deliveries provided by the hotel for the guest.

1.2 Deviating regulations are only valid if they have been individually agreed between the hotel and the guest.

2. Conclusion of the Contract

2.1 The hotel accommodation contract is concluded when the guest submits an application (room booking), which is accepted by the hotel. Acceptance occurs through a confirmation of the room booking. The hotel is free to confirm the room booking in writing. The confirmation can be made orally, in writing, by phone, or by email.

2.2 If the room booking is made by a third party for the guest, the third party is jointly liable with the guest to the hotel for all obligations arising from the hotel accommodation contract, provided the hotel has a corresponding declaration from the third party.

2.3 The subletting and further rental of the room, as well as its use for purposes other than accommodation, require the prior written consent of the hotel.

3. Prices and Services

3.1 The hotel is obligated to keep the rooms booked by the guest available in accordance with these General Terms and Conditions and to provide the agreed services.

3.2 The guest is obligated to pay the prices applicable for the room rental and any other services provided by the hotel. This also applies to services and expenses incurred by the hotel on behalf of the guest or the orderer with third parties.

3.3 The agreed prices include the applicable statutory VAT.

3.4 Prices may be changed by the hotel if the guest subsequently requests changes to the number of rooms, hotel services, or the duration of stay, and the hotel agrees to them.

3.5 Invoices from the hotel are payable immediately upon receipt without deduction. Default occurs if the guest does not make payment within the due date after the invoice has been received; this only applies to guests who are consumers if these consequences are specifically pointed out in the invoice. In the case of default, the hotel is entitled to charge interest on overdue payments at a rate of 5% above the base rate for consumers. In business transactions, the interest rate is 8% above the base rate. The hotel reserves the right to claim a higher damage. For each reminder after default, the hotel can charge a reminder fee of €5.

3.6 The hotel is entitled to demand an appropriate advance payment or security deposit at the time

of the contract conclusion or thereafter. The amount of the advance payment and its due date can be agreed in writing in the contract. The hotel is also entitled to make any outstanding claims during the guest's stay by issuing an interim invoice and demanding immediate payment.

3.7 The guest may only offset or reduce claims against the hotel with an undisputed or legally established claim.

4. Non-Utilized Services, Cancellation, Withdrawal by the Guest

4.1 A withdrawal by the guest from the contract with the hotel requires the hotel's written consent. If such consent is not given, the agreed price is still due even if the guest does not use the contracted services. This does not apply in cases of delay in performance by the hotel or an impossibility of performance caused by the hotel.

If a free cancellation deadline is agreed upon in writing between the hotel and the guest, the guest can withdraw from the contract without incurring any payment or compensation claims from the hotel until that deadline. The guest's right to withdraw expires if the guest does not exercise the right to cancel in writing to the hotel by the agreed date unless there is a case of delay in performance or impossibility of performance by the hotel.

In case of a cancellation by the guest without prior notice and without agreement with the hotel, the guest must pay cancellation fees:

- No cancellation fee is due for cancellations made up to 3 days before check-in.
- From 3 days before check-in, the guest must pay the full agreed contract price.

4.2 The above rules regarding compensation also apply if the guest does not utilize the booked room or services without notifying the hotel in due time.

4.3 The entitlement to compensation is void if the hotel has granted the guest an option in the contract to withdraw from the contract without further legal consequences within a certain period. In this case, the hotel has no claim to compensation. The timeliness of the withdrawal notice is determined by its receipt by the hotel. The guest must declare the withdrawal in writing.

5. Withdrawal by the Hotel

5.1 If the guest has been granted a free right of withdrawal under the accommodation contract in accordance with section 4.3, the hotel is also entitled to withdraw from the contract within the agreed period if there are requests from other guests for the booked rooms and the guest does not confirm the booking after the hotel's inquiry.

5.2 If an advance payment or security deposit agreed upon in section 3.6 is not paid within the specified period, the hotel is also entitled to withdraw from the contract.

5.3 The right of withdrawal for important reasons remains unaffected. This applies in particular if:

- Force majeure or other circumstances not attributable to the hotel make it impossible to perform the contract;
- Rooms are booked under misleading or false statements of essential facts, e.g., regarding the guest's identity or the purpose of the stay;
- The hotel has reason to believe that the use of the hotel's services could jeopardize the smooth operation of the business, the safety, or the public reputation of the hotel, without this being attributable to the hotel's control or organization;
- Unauthorized subletting or further rental according to section 2.3 occurs;
- A case described in section 6.3 applies;

- The hotel becomes aware of circumstances indicating a significant deterioration in the guest's financial situation after the contract has been concluded, particularly if the guest fails to settle claims or does not provide sufficient security, and therefore payment claims of the hotel are at risk;
- The guest files for insolvency, gives an affidavit under § 807 of the Civil Procedure Code, initiates an out-of-court debt settlement procedure, or stops making payments;
- An insolvency procedure over the guest's assets is rejected due to lack of assets or for other reasons.

5.4 The hotel must notify the guest in writing of the exercise of the withdrawal right immediately.

5.5 In the aforementioned cases of withdrawal, the guest has no entitlement to compensation.

6. Arrival and Departure

6.1 The guest does not acquire any right to the provision of specific rooms unless the hotel has confirmed the provision of specific rooms in writing.

6.2 The booked rooms are available to the guest from 3:00 PM on the agreed arrival day.

6.3 The booked rooms must be taken by the guest no later than 8:00 PM on the agreed arrival day. If no later arrival time has been agreed upon, the hotel has the right to allocate the rooms to other guests after 8:00 PM, without the guest having any claim to compensation. The hotel has a right of withdrawal in this respect.

6.4 On the agreed departure day, the rooms must be vacated and made available to the hotel by 10:00 AM. After this time, the hotel can charge for additional use of the room at the daily rate until 11:00 AM, and 50% of the full applicable accommodation price after 11:00 AM. The guest is free to prove to the hotel that no or significantly lower damages have occurred.

7. Liability

7.1 The hotel is liable for damages caused by intent or gross negligence according to statutory provisions. In case of slight negligence, the hotel is only liable for damages to life, body, or health or for the violation of essential contractual obligations. The hotel's liability for damages caused by the slight negligence of essential contractual obligations is limited to the contract-typical, foreseeable damage, unless there is liability for damages to life, body, or health. The hotel is also liable for the fault of its vicarious agents and representatives to the same extent.

7.2 The above provision applies to claims for damages in addition to the performance, for damages instead of performance, and for reimbursement claims due to futile expenses, regardless of the legal grounds, including liability for defects, delay, or impossibility.

7.3 If a parking space is provided to the guest, the hotel has no duty of supervision.

7.4 Wake-up calls are not performed by the hotel.

7.5 The guest's claims become time-barred according to statutory provisions.

8. Final Provisions

German law applies.

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