

GENERAL TERMS & CONDITIONS OF BUSINESS FOR HOTEL ACCOMMODATION

(Last updated: August 2024)

1 SCOPE OF VALIDITY

- 1.1 These Terms & Conditions apply to contracts for the rental of hotel rooms for accommodation as well as to all other services and deliveries provided to the guest by the RESORT MARK BRANDENBURG (Hotel Accommodation Contract). These Terms & Conditions do not apply to package tours as described in Section 651a of the German Civil Code (BGB). The term “Hotel Accommodation Contract” includes and replaces the following terms: accommodation contract, guest admission contract, hotel contract, hotel room contract. The legal contractual partner is Seetor Invest Betriebsgesellschaft Neuruppin Hotel GmbH.
- 1.2 Prior express written consent from the RESORT MARK BRANDENBURG is required for the subletting or re-letting of the rooms provided as well as any use of the rooms other than for accommodation purposes, whereby the right of termination in accordance with Section 540 Clause 1 Sentence 2 of the German Civil Code (BGB) is waived.
- 1.3 The guest’s General Terms & Conditions shall only apply if this is expressly agreed in writing.

2 CONCLUSION OF CONTRACT, CONTRACTUAL PARTNER, DUTY TO NOTIFY

- 2.1 The contract is concluded when the RESORT MARK BRANDENBURG accepts the guest’s request. The RESORT MARK BRANDENBURG is free to confirm the room booking in text form. If the booking is made via the RESORT MARK BRANDENBURG website, the contract is concluded by clicking on the button “Book with obligation to pay”.
- 2.2 The guest is obliged to inform the RESORT MARK BRANDENBURG without being asked to do so, upon conclusion of the contract at the latest, if the use of the hotel services is likely to endanger the smooth running of the business, the security or the public reputation of the RESORT MARK BRANDENBURG.

3 SERVICES, PRICES, PAYMENT, COMPENSATION

- 3.1 The RESORT MARK BRANDENBURG is obligated to keep the rooms booked by the guest ready and to provide the agreed services.
- 3.2 The guest is obligated to pay the agreed or applicable prices set by the RESORT MARK BRANDENBURG for the use of the room and other services. This also applies to services booked directly with or via the RESORT MARK BRANDENBURG that are performed by third parties.
- 3.3 The agreed prices include taxes and local charges applicable at the time of conclusion of the contract. The prices do not include local taxes, such as tourist tax, to be paid by the guest in accordance with local laws. The prices will be adjusted accordingly in the case of changes to the statutory rate of VAT or if local taxes on the service are introduced, changed or abolished after the contract has been concluded. In the case of contracts with consumers, this only applies if the period between the conclusion of the contract and the performance of the contract exceeds four months.

- 3.4 If payment by invoice has been agreed, payment must be made within ten days of receipt of the invoice, without deductions, unless otherwise agreed. The guest agrees that the invoice can be sent electronically.
- 3.5 For each reminder issued after late or default of payment, the guest will be charged 5 EUR in reminder fees by the RESORT MARK BRANDENBURG. The guest is free to provide evidence that no or only significantly lower costs were incurred. In the case of guests who are not consumers, the RESORT MARK BRANDENBURG can instead assert the claim under Section 288 Clause 5 of the German Civil Code (BGB).
- 3.6 The RESORT MARK BRANDENBURG is entitled to request an appropriate advance payment or deposit from the guest 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 can be agreed in the contract in writing. If the guest defaults on payment, the statutory provisions apply.
- 3.7 In justified cases, for example if the guest is in arrears with payment or if the scope of the contract is extended, the RESORT MARK BRANDENBURG is entitled, even after the conclusion of the contract and up to the start of the stay, to demand an advance payment or deposit within the meaning of clause 3.6 above or an increase in the advance payment or deposit agreed in the contract up to the full agreed remuneration.
- 3.8 The RESORT MARK BRANDENBURG is also entitled to request an appropriate advance payment or deposit from the guest at the beginning and during the stay in accordance with the above clause 3.6, provided that such payment has not already been made in accordance with the above clause 3.6 and/or 3.7.
- 3.9 Guests can only offset or reduce claims by the RESORT MARK BRANDENBURG with an undisputed or legally binding claim.

4 WITHDRAWAL/TERMINATION ("CANCELLATION") BY THE GUEST

FAILURE TO USE THE SERVICES OF THE RESORT MARK BRANDENBURG ("NO SHOW")

- 4.1 A unilateral termination of the contract by the guest is only possible if a right of withdrawal was agreed in the contract or if a statutory right of withdrawal or termination exists. The agreement of a right of withdrawal as well as any consent from RESORT MARK BRANDENBURG to a cancellation of the contract must be made in writing.
- 4.2 If a date for a free withdrawal from the contract has been agreed between the RESORT MARK BRANDENBURG and the guest, the guest can withdraw from the contract up to that date without triggering any payment or compensation claims from the RESORT MARK BRANDENBURG. The guest's right of withdrawal expires if it is not exercised in writing to the RESORT MARK BRANDENBURG by the agreed date.



RESORT MARK BRANDENBURG

- 4.3 If a right of withdrawal has not been agreed, has already expired or there is no statutory right of withdrawal or termination and the RESORT MARK BRANDENBURG does not agree to a cancellation of the contract, the RESORT MARK BRANDENBURG retains the right to the agreed remuneration despite non-use of the service. The RESORT MARK BRANDENBURG must take into account the income from renting the rooms to other parties as well as the saved expenses. If the rooms are not rented out to anyone else, the RESORT MARK BRANDENBURG may demand the contractually agreed remuneration and make a lump sum deduction for saved expenses. In this case, the guest is obligated to pay 90% of the contractually agreed rate for the accommodation with or without breakfast, 70% for half-board and 60% for full-board arrangements. The guest is free to prove that the aforementioned claim did not arise or did not arise to the extent claimed.

5 CANCELLATION BY THE RESORT MARK BRANDENBURG

- 5.1 If it is contractually agreed that the guest can withdraw from the contract free of charge within a certain period of time, the RESORT MARK BRANDENBURG is also entitled to withdraw from the contract in whole or in part during this period if other guests request the contractually booked rooms and the guest does not waive their right of withdrawal when asked by the RESORT MARK BRANDENBURG within a reasonable period of time. This applies accordingly when an option is granted if there are other requests and the guest is not prepared to make a firm booking after being asked by the RESORT MARK BRANDENBURG within a reasonable period of time.
- 5.2 If an advance payment or deposit, which has been agreed or requested in accordance with clause 3.6 and/or clause 3.7, is not made even after the expiry of a reasonable grace period set by the RESORT MARK BRANDENBURG, the RESORT MARK BRANDENBURG is entitled to withdraw from the contract.
- 5.3 Furthermore, the RESORT MARK BRANDENBURG is entitled to withdraw from the contract for objectively justified reasons, in particular if:
- force majeure or other circumstances beyond the control of the RESORT MARK BRANDENBURG make it impossible to fulfil the contract;
 - hotel services are booked negligently using misleading or false information or by concealing facts essential to the contract. The identity of the guest, their ability to pay and/or the purpose of their stay may be essential to the contract;
 - the RESORT MARK BRANDENBURG has reasonable grounds to believe that the use of the hotel service may endanger the smooth running of the business, the security or the reputation of the RESORT MARK BRANDENBURG in the public eye, without this being attributable to the sphere of control or organisation of the RESORT MARK BRANDENBURG;
 - the purpose or reason for the stay is unlawful;
 - there is a violation of clause 1.2.



RESORT MARK BRANDENBURG

- 5.4 The RESORT MARK BRANDENBURG may prohibit or cancel unauthorised interviews, sales events and similar events in the exercise of its house rules.
- 5.5 The justified withdrawal from the contract by the RESORT MARK BRANDENBURG does not give rise to any claim by the guest for damages. If, in the event of a cancellation in accordance with clause 5.1 or 5.3 above, the RESORT MARK BRANDENBURG has a claim for damages against the guest, the RESORT MARK BRANDENBURG may make a lump sum claim for this. Clause 4.3 applies accordingly in this case.

6 ROOM BOOKING, HANDOVER AND RETURN

- 6.1 The guest does not have a claim to the provision of specific rooms unless this has been expressly agreed in writing.
- 6.2 Unless an earlier availability time has been expressly agreed, booked rooms are available to the guest from 4pm on the agreed date of arrival.
- 6.3 Unless a later arrival time has been expressly agreed or the room in question has been paid for in advance, the RESORT MARK BRANDENBURG has the right to allocate booked rooms to other guests after 6pm without the guest being able to derive any claim against the RESORT MARK BRANDENBURG in relation to this. There is no obligation to award the contract elsewhere.
- 6.4 The rooms must be returned to the RESORT MARK BRANDENBURG by 11am at the latest on the agreed day of departure. Use beyond this time can be agreed with the RESORT MARK BRANDENBURG in return for a fee depending on the time required. This is subject to availability.
- 6.5 Should the guest use the room beyond 11am without having previously made an agreement with the RESORT MARK BRANDENBURG, the RESORT MARK BRANDENBURG may charge 50% of the full list price for the use of the room beyond the contractual time until 6pm due to the late vacating of the room, and at least 90% from 6pm. This does not constitute grounds for any contractual claims on the part of the guest. The guest is free to prove that the RESORT MARK BRANDENBURG has no or a significantly lower claim to usage fees.

7 LIABILITY OF THE RESORT MARK BRANDENBURG

- 7.1 The RESORT MARK BRANDENBURG is liable in accordance with the statutory provisions for damages resulting from injury to life, body or health.
- 7.2 The RESORT MARK BRANDENBURG is liable for all other damages if these are based on an intentional or grossly negligent breach of duty or on a culpable breach of typical contractual obligations by the RESORT MARK BRANDENBURG. Contractual obligations are those obligations which make the proper execution of the contract possible in the first place and on whose fulfilment the guest relies and may rely. A breach of duty by the RESORT MARK BRANDENBURG is equivalent to a breach of duty by a legal representative or vicarious agent. In these cases, the liability is limited to the foreseeable contract-typical damage. Further claims for damages are excluded.



RESORT MARK BRANDENBURG

- 7.3 Should any disruptions or deficiencies occur in the services provided by the RESORT MARK BRANDENBURG, the RESORT MARK BRANDENBURG will endeavour to remedy the situation upon becoming aware of it or upon immediate complaint by the guest. The guest is obliged to do what is reasonable to remedy the disturbance and to minimise any possible damage. Furthermore, the guest is obligated to inform the RESORT MARK BRANDENBURG without undue delay of the possibility of exceptionally high damage occurring.
- 7.4 The RESORT MARK BRANDENBURG is liable to the guest for items brought in according to the statutory provisions, but up to a maximum of 3,500 EUR. This liability is limited to a total value of 800 EUR for valuable items (cash, jewellery, mobile phones, technology, etc.). Guests are recommended to use the hotel or room safe. If the guest wishes to bring valuable items with a total value of more than 800 EUR or other items with a total value of more than 3,500 EUR, a separate storage agreement must be made with the RESORT MARK BRANDENBURG.
- 7.5 Any items left behind by the guest will only be posted on request, at the guest's risk and expense. The RESORT MARK BRANDENBURG will keep the items for three months, after which they will be handed over to the local lost property office if they have any recognisable value. If the local lost property office is not prepared to accept the items, they will be kept for a further nine months and then either disposed of or destroyed. The above provisions apply accordingly to the liability of RESORT MARK BRANDENBURG.
- 7.6 If a parking space is made available to the guest in the hotel parking garage or in hotel car park, this does not constitute a storage contract, even where a fee is levied. The RESORT MARK BRANDENBURG is not obliged to provide surveillance. In the event of loss or damage to motor vehicles and their contents parked or manoeuvred on hotel property, the RESORT MARK BRANDENBURG is only liable in accordance with the above clauses 7.1 and 7.2. Any damage must be immediately reported to the RESORT MARK BRANDENBURG.
- 7.7 Wake-up calls are carried out by the RESORT MARK BRANDENBURG with the utmost care. Messages, mail and goods shipments for guests are handled with care. The RESORT MARK BRANDENBURG is responsible for delivery, storage (in the case of consignments of goods, however, only after prior agreement) and – upon request – for a fee, forwarding of the items. The resort is only liable for this in accordance with the above clauses 7.1 and 7.2.

8 FINAL PROVISIONS

- 8.1 Changes or additions to the contract or these General Terms & Conditions must be made in writing. Unilateral amendments and additions by the guest are not permitted.
- 8.2 If the guest is a merchant or a legal entity under public law, the exclusive place of jurisdiction is Neuruppin. The RESORT MARK BRANDENBURG may optionally determine the guest's place of residence as the place of jurisdiction. The same applies to guests who are not covered by clause 1, where they do not have their registered office or place of residence in an EU member state.



RESORT MARK BRANDENBURG

- 8.3 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
- 8.4 In accordance with the legal obligations, the RESORT MARK BRANDENBURG 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/>.
The RESORT MARK BRANDENBURG does not participate in dispute resolution proceedings before consumer arbitration boards.
- 8.5 Should any individual provisions within these General Terms & Conditions become or be void, the validity of the remaining provisions is not affected. Furthermore, legal provisions apply.

