

**GENERAL TERMS AND CONDITIONS FOR INDIVIDUAL TRAVEL**  
for the hotel accommodation contract of Hotel Alte Werft GmbH & Co. KG  
Date: August 2026

(This version replaces the 'General Terms and Conditions for the Hotel Accommodation Contract of Hotel Alte Werft GmbH & Co. KG', previously dated October 2021. It applies to individual bookings made by individual guests; for events, banquets and tour operator and group bookings of four or more rooms, the separate 'General Terms and Conditions for Group Travel' apply.)

### **I. Scope**

1. These terms and conditions apply to contracts for the letting of hotel rooms for accommodation, as well as to all other services and supplies provided to the customer in this context by Hotel Alte Werft GmbH & Co. KG (hotel accommodation contract). They do not apply to package holidays within the meaning of Section 651a of the German Civil Code (BGB). The term 'hotel accommodation contract' encompasses and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract and hotel room contract. If at least 4 rooms are booked as part of the same booking, the "Terms and Conditions for Group Travel" of Hotel Alte Werft GmbH & Co. KG shall apply in place of these Terms and Conditions, irrespective of whether the booking is made by a tour operator or directly by the guest themselves (see clauses 1.2 and 1.4 therein).
2. The subletting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, requires the hotel's prior consent in writing, whereby Section 540(1), second sentence, of the German Civil Code (BGB) is excluded insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall apply only if this has been expressly agreed in writing.
4. For the purposes of these terms and conditions, 'customer' refers to both consumers and business customers within the meaning of Sections 13 and 14 of the German Civil Code (BGB).

### **II. Conclusion of the contract, contracting parties; limitation period**

1. The contract is concluded upon the hotel's acceptance of the customer's application. If the hotel makes a binding offer to the customer, the contract is concluded upon the customer's acceptance of the hotel's offer. The room booking must be confirmed in writing. In the event of a booking made via the hotel's own website, the contract is concluded by clicking the 'Book with payment' button.
2. The contracting parties are the hotel and the customer. If a third party has made the booking on behalf of the customer, the customer shall be jointly and severally liable with the third party to the hotel for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.
3. All claims by the guest or a third party against the hotel are generally subject to a limitation period of one year from the start of the regular limitation period, which is dependent on knowledge, within the meaning of Section 199(1) of the German Civil Code (BGB). However, claims for damages against the hotel are subject to a limitation period of no later than 3 years if based on knowledge, and no later than 10 years regardless of knowledge, from the date of the breach of duty. These shortened limitation periods do not apply
  - to claims arising from acts committed with intent or gross negligence on the part of the hotel
  - including its vicarious agents –
  - to damages caused by negligence resulting from injury to life, limb or health.

In the case of damage to property or financial loss caused by negligence, the shortened limitation periods do not apply where there has been a breach of a fundamental contractual obligation. Fundamental contractual obligations are those whose fulfilment characterises the contract and on which the customer may rely.

### **III. Services, Prices, Payments, Set-off**

1. The hotel is obliged to keep the rooms booked by the guest available and to provide the agreed services.
2. The guest is obliged to pay the hotel's applicable or agreed rates for the provision of the rooms and any additional services used by them. This also applies to services commissioned by the guest directly or via the hotel, which are provided by third parties and advanced by the hotel. The agreed rates include the taxes and local charges applicable at the time the contract is concluded. This does not include local charges which, under the relevant local legislation, are payable by the guest themselves, such as visitor's tax. In the event of a change in

statutory value-added tax or the introduction, amendment or abolition of local charges on the subject matter of the contract after the contract has been concluded, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between the conclusion of the contract and its performance exceeds four months.

3. The hotel may make its consent to a subsequent reduction, requested by the customer, in the number of rooms booked, the hotel's services or the duration of the customer's stay conditional upon an increase in the price of the rooms or the hotel's other services.
4. Invoices issued by the hotel without a due date are payable in full within ten calendar days of receipt of the invoice.
5. Upon conclusion of the contract, the hotel is entitled to require the guest to make a reasonable advance payment or provide security, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in writing in the contract. In the event of late payment by the guest, the statutory provisions shall apply.
6. In justified cases, e.g. where the customer is in arrears with payment or the scope of the contract is extended, the hotel is entitled, even after the contract has been concluded, to demand an advance payment or security deposit as referred to in clause 5 above, or to increase the advance payment or security deposit agreed in the contract up to the full agreed remuneration.
7. The hotel is also entitled, at the start of and during the guest's stay, to require the guest to make a reasonable advance payment or provide security, as defined in clause 5 above, to cover existing and future claims arising from the contract, insofar as such payment or security has not already been provided in accordance with clause 5 and/or clause 6 above.
8. The customer may only set off a claim against a claim by the hotel if that claim is undisputed or has become final and binding.
9. The customer agrees that the invoice may be sent to them electronically. If the customer is a business and taxable transactions are carried out between the hotel and the customer within Germany, the statutory obligations regarding electronic invoicing (e-invoicing) under Section 14 of the German Value Added Tax Act (UstG) remain unaffected; no separate consent from the customer is required to receive such a structured e-invoice.

### **IV. Cancellation by the customer (withdrawal, cancellation) / Failure to make use of the hotel's services (no-show)**

1. The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract or in these General Terms and Conditions, if a statutory right of withdrawal or termination exists, or if the hotel expressly consents to the termination of the contract. The agreement of a right of withdrawal and any consent to the termination of the contract must in each case be made in writing.
2. Where a deadline for withdrawal from the contract free of charge has been agreed between the hotel and the customer (option), the customer may withdraw from the contract by that deadline without triggering any claims for payment or compensation by the hotel. The customer's right of withdrawal expires if they do not exercise their right to withdraw in writing vis-à-vis the hotel by the agreed deadline.
3. If no right of withdrawal has been agreed or has already lapsed, and there is no statutory right of withdrawal or termination, and the hotel does not consent to the termination of the contract, the hotel retains the right to the agreed remuneration despite the service not being used. The hotel must set off any income from letting the rooms to other guests, as well as any expenses saved. If the rooms are not let to other guests, the hotel may apply a flat-rate deduction for expenses saved. In this case, the customer is obliged to pay 90 per cent of the contractually agreed price for accommodation with or without breakfast, as well as for package deals including third-party services; 70 per cent for half-board arrangements; and 60 per cent for full-board arrangements. The customer is free to provide evidence that the aforementioned claim has not arisen or has not arisen in the amount claimed.
4. Where the hotel calculates the compensation specifically, the amount of compensation shall not exceed the contractually agreed price for the service to be provided by the hotel, less the value of the

expenses saved by the hotel and any income the hotel derives from the alternative use of the hotel's facilities.

5. The above provisions regarding compensation shall apply mutatis mutandis if the guest fails to take up the booked room or services without giving timely notice (no-show).

6. The hotel is entitled to charge the guest the agreed fee, less a flat-rate deduction for expenses saved, and to deduct this amount from the deposit, provided that such a deposit has been paid.

#### V. Cancellation by the hotel

1. Where a right of cancellation free of charge on the part of the guest has been agreed in writing within a specified period, the hotel is also entitled, during this period, to cancel the contract free of charge if enquiries are received from other guests regarding the rooms booked under the contract and the guest does not waive their right to cancel within two weeks of being contacted by the hotel. If the guest allows this period to elapse without taking action, the hotel is entitled to withdraw from the contract. This applies mutatis mutandis where an option has been granted, if other enquiries have been received and the customer, upon being asked by the hotel and given a reasonable deadline, is not prepared to make a firm booking.

2. If an agreed advance payment or security deposit, or one required in accordance with Section III, paragraphs 5 and 6, is not made even after the expiry of a reasonable grace period set by the hotel, the hotel is also entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to terminate the contract extraordinarily on objectively justified grounds, in particular if ...

- force majeure (e.g. including a pandemic or epidemic) or other circumstances beyond the hotel's control render the fulfilment of the contract impossible;

- rooms or premises are booked through culpable provision of misleading or false information or the concealment of material facts (e.g. regarding the guest's identity, solvency or the purpose of their stay);

- the hotel has reasonable grounds to believe that the use of the hotel's services may jeopardise the smooth running of the business, the safety or the hotel's public reputation, without this being attributable to the hotel's sphere of control or organisation;

- the purpose or reason for the stay is unlawful;

- there is a breach of Section I, paragraph 2.

4. The hotel's justified cancellation does not entitle the guest to claim damages. Should the hotel be entitled to claim damages from the guest following a cancellation in accordance with paragraphs 2 or 3 above, the hotel may calculate such damages on a lump-sum basis. In this case, Section IV, paragraph 3 shall apply mutatis mutandis.

#### VI. Provision, Handover and Return of Rooms

1. The customer shall have no entitlement to the provision of specific rooms, unless this has been expressly agreed in writing.

2. Booked rooms shall be available to the customer from 3.00 pm at the earliest on the agreed day of arrival. The customer shall have no entitlement to earlier provision.

3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11.00 am at the latest. Thereafter, in the event of late vacating of the room, the hotel may charge 50 per cent of the currently applicable full daily room rate for use of the room beyond the terms of the contract until 3.00 pm, and 90 per cent from 3.00 pm onwards. This does not give rise to any contractual claims on the part of the guest. The guest is free to prove that the hotel has incurred no charge for use, or a significantly lower charge. Furthermore, the hotel reserves the right to prove and claim higher damages.

#### VII. Liability of the Hotel

1. The hotel shall be liable for damage resulting from loss of life, bodily injury or damage to health for which it is responsible. Furthermore, it shall be liable for any other damage arising from an intentional or grossly negligent breach of duty by the hotel or from an intentional or negligent breach of the hotel's obligations typical of the contract. Obligations typical of the contract are those obligations which are essential for the proper performance of the contract and on the fulfilment of which the customer relies and is entitled to rely. A breach of duty by the hotel is deemed equivalent to a breach by a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise provided for in this Section VII. Should any disruptions or defects arise in the hotel's services, the hotel shall endeavour to remedy the situation upon becoming aware of them or upon receiving an immediate complaint from the customer. The customer is obliged to make every reasonable effort to help resolve the disruption and to minimise any potential damage.

Furthermore, the customer is obliged to inform the hotel in good time of the possibility of exceptionally high damages arising.

2. The hotel is liable to the guest for items left on the premises in accordance with the statutory provisions. The hotel recommends the use of the hotel or room safe. Should the guest wish to bring in cash, securities and valuables worth more than 800 euros or other items worth more than 3,500 euros, this requires a separate written storage agreement with the hotel.

3. Where a parking space is made available to the guest in the hotel garage or on the hotel car park, whether for a fee or not, this does not constitute a contract of safekeeping. In the event of loss or damage to vehicles of any kind parked or manoeuvred on the hotel's premises or within its buildings, and to their contents, the hotel shall only be liable in accordance with the provisions of Section VII.1, sentences 1 to 4 above. For the purposes of this clause VII.3, 'vehicles' shall include, in particular, motor vehicles, trailers (including any load carried thereon), bicycles, pedelecs/e-bikes, as well as kick scooters and e-scooters; in short, all vehicles fitted with wheels and propelled by muscle or motor power.

4. Wake-up calls are carried out by the hotel with the utmost care. Messages for guests are handled with care. The hotel may, subject to prior agreement with the guest, accept, store and – upon request – forward post and parcels for a fee. In this regard, the hotel shall only be liable in accordance with the provisions of Section VII.1, sentences 1 to 4, above.

#### VIII. Miscellaneous

1. Smoking is strictly prohibited on the premises of the Forum Alte Werft, including those of the Hotel Alte Werft. This also applies to e-cigarettes and cannabis. The only exception is in specially designated smoking areas. Should this smoking ban be breached, we shall charge a flat fee of EUR 250.00 to cover the actual cleaning costs incurred, given the considerable effort involved in cleaning. The guest retains the right to prove that we have incurred no damage or only minor damage. Our rights to assert further claims arising from a breach of this smoking ban – for example, due to a loss of subsequent bookings – remain unaffected and may be enforced by us in addition.

2. In the indoor and outdoor areas of our hotel that are accessible to the general public, the consumption of food and drink not purchased from us is prohibited. In the rooms of our hotel, this prohibition does not apply to baby food and individual cold snacks, fruit and other travel provisions that the guest brings with them on arrival as leftover items for their own consumption. For each instance of non-compliance, the hotel may claim a fixed sum of EUR 25.00 in damages from the guest; in the case of deliberate non-compliance, this sum shall be payable for each individual breach, regardless of whether the breaches are part of a continuing course of conduct. The guest retains the right to prove that we have suffered no damage or significantly less damage. We refuse access to the indoor and outdoor areas of our hotel to external suppliers of food and drink, and will ban them from the premises.

#### IX. Data Protection

1. Hotel Alte Werft GmbH & Co. KG processes the personal data of customers and guests exclusively in accordance with the General Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG) and the relevant provisions of the Telecommunications and Digital Services Data Protection Act (TDDDG), in their current versions. The processing of personal data (e.g. name, address, contact details, date of birth, payment details) required for the conclusion, performance and fulfilment of the contract is carried out on the basis of Article 6(1)(b) of the GDPR. Processing for marketing purposes (e.g. newsletters) shall only take place where separate consent has been given in accordance with Article 6(1)(a) of the GDPR or where the conditions set out in Section 7(3) of the Unfair Competition Act (UWG) for direct marketing to existing customers are met; such use is not a prerequisite for the conclusion of the contract.

2. Details regarding the nature, scope, purpose, duration and legal basis of data processing, as well as the rights of data subjects (including the right to access, rectification, erasure, restriction of processing, data portability, the right to object under Article 21 of the GDPR, and the right to lodge a complaint with a supervisory authority) are set out in the separate privacy policy of Hotel Alte Werft GmbH & Co. KG, which is made available prior to the conclusion of the contract and can be accessed on the hotel's website. Consent to the use of personal data for marketing purposes may be withdrawn at any time with future effect, without this affecting the validity of the contract.

#### **X. Mediation**

Hotel Alte Werft GmbH & Co. KG does not participate in alternative dispute resolution proceedings before a general consumer arbitration board within the meaning of the Consumer Dispute Resolution Act (VSBG), nor is it obliged to do so.

#### **XI. Final Provisions**

1. Any amendments or additions to the contract, the acceptance of the booking or these general terms and conditions for the hotel accommodation contract must be made in writing. Unilateral amendments or additions by the customer are invalid.

2. These general terms and conditions for the hotel accommodation contract shall apply in the version valid at the time the contract is concluded. Should they be amended after the contract has been concluded, this shall not affect contracts already concluded; for these, the version effectively incorporated at the time of their respective conclusion shall remain applicable. The subsequent application of amended terms and conditions to an existing contract requires the express consent of both contracting parties.

3. The place of performance and payment, as well as the exclusive place of jurisdiction – including for disputes relating to cheques and bills of exchange – in commercial transactions shall be the courts with jurisdiction over Papenburg.

4. Where a contracting party meets the requirements of Section 38(2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany, the place of jurisdiction shall be the hotel's registered office.

5. German law shall apply exclusively. The application of the UN Convention on Contracts for the International Sale of Goods and conflict-of-laws rules is excluded.

6. Should any individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.