

GENERAL TERMS AND CONDITIONS FOR GROUP TRAVEL

of Hotel Alte Werft GmbH & Co. KG for events, banquets and tour operator and group bookings (hotel accommodation contract)

Date: August 2026

((This version replaces and combines: 'General Terms and Conditions for Events' and 'General Terms and Conditions for Tour Operators (Tour Groups)', both as at January 2019. It applies to events, banquets and tour operator and group bookings of four rooms or more; for individual bookings by single guests, the separately provided 'General Terms and Conditions for Individual Travel' apply.)

1. SCOPE AND DEFINITIONS

1.1 These terms and conditions apply to contracts for the hire of the hotel's conference, banquet and function rooms for the purpose of holding events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as to all other services and supplies provided by the hotel in this connection, including any associated accommodation services.

1.2 These Terms and Conditions also apply to all contracts concluded between the hotel and a tour operator regarding hotel services for individual travellers and/or tour groups (hotel accommodation contract). The term 'hotel accommodation contract' encompasses or replaces the terms 'reservation contract', 'quota contract', 'accommodation contract', 'guest accommodation contract', 'hotel contract' and 'hotel room contract'. For the purposes of these terms and conditions, a tour operator is defined as any person who, in their own name, makes a booking for rooms or room quotas for a tour group or several individual travellers, regardless of whether they do so

on a commercial basis as a tour operator within the meaning of Section 651a of the German Civil Code (BGB) or as a private individual (e.g. for a family, club or friends' trip). For bookings of rooms or room allocations for events within the meaning of clause 1.1, the provisions of this clause 1.2 shall apply only insofar as the same booking also includes accommodation services for travel groups or individual travellers within the meaning of clause 1.4. These terms and conditions also apply to any booking whereby a guest books at least 4 rooms for themselves and accompanying persons as part of a single booking, even if they are not acting as a tour operator within the above meaning on behalf of third parties (see clause 1.4); for individual bookings of fewer than 4 rooms, the 'Terms and Conditions for Individual Travel' shall continue to apply.

1.3 Hotel services are all services agreed between the customer or the tour operator and the hotel, and to be provided by the hotel, such as hotel rooms, catering arrangements, event and conference rooms, and other facilities.

1.4 The tour operator's customers for whom hotel services are booked are hereinafter referred to as 'individual travellers' or 'tour groups' (collectively also 'guests'). A tour group is defined as a group for which at least four rooms are booked as part of the same booking; this applies regardless of the number of people accommodated as a result and regardless of whether the booking is made by a tour operator within the meaning of Section 651a of the German Civil Code (BGB) or by a private individual (see clause 1.2). If fewer than four rooms are booked as part of the same booking, the travellers are considered individual travellers.

1.5 The subletting or re-letting of the premises, spaces or furniture provided, as well as the organisation of job interviews, sales events or similar functions,

requires the hotel's prior written consent, whereby Section 540(1), second sentence, of the German Civil Code (BGB) is excluded insofar as the customer is not a consumer.

1.6 The customer's or the tour operator's general terms and conditions shall only apply if this has been expressly agreed in writing in advance.

2. CONCLUSION OF THE CONTRACT AND LIMITATION PERIOD

2.1 The contracting parties are the hotel and the customer or the tour operator. The contract is concluded upon the hotel's acceptance of the application submitted by the customer or the tour operator. The hotel is free to confirm the booking 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.

2.2 All claims against the hotel are generally subject to a limitation period of one year from the statutory commencement of the limitation period. This does not apply to claims for damages – in particular those arising from injury to life, limb or health – or to other claims, provided that the latter are based on a breach of duty by the hotel committed with intent or through gross negligence.

3. RIGHTS AND OBLIGATIONS OF THE TOUR OPERATOR

(This clause 3 applies insofar as the contract is concluded via a tour operator within the meaning of clause 1.2.)

3.1 The tour operator is obliged to inform the hotel of its booking status as early as possible or upon request. However, the hotel must be informed of this no later than 30 days before the date of arrival. At the same time, the hotel must be provided with all necessary information regarding the hotel services in accordance with clause 1.3.

3.2 The tour operator is obliged to pay the agreed prices or, if no agreement has been reached, the prices stated or the hotel's standard rates for the hotel services as set out in clause 1.3 and any additional services it utilises. This also applies to services commissioned by the tour operator directly or through the hotel, which are provided by third parties and advanced by the hotel. If the tour operator is a trader within the meaning of Section 14 of the German Civil Code (BGB), the aforementioned prices – notwithstanding clause 4.3 – are to be understood as prices exclusive of VAT (net); in this case, the tour operator must also pay the applicable statutory VAT, the rate of which varies depending on the type of hotel service (standard rate currently 19 per cent, reduced rate – particularly for accommodation services – currently 7 per cent). If the tour operator is a consumer, clause 4.3 applies.

3.3 Guests are only entitled to the hotel services specified in clause 1.3. The tour operator is obliged to inform its guests of this and to require them, should they wish to make use of any services beyond those specified, to provide reasonable security at the hotel's request, for example by providing a credit card guarantee. This also applies to guests who hold a voucher. If, despite a corresponding request from the hotel, no security is provided by the guest and the guest fails to pay, the tour operator shall be liable for the cost of the services used.

3.4 The tour operator must inform its guests of all circumstances and conditions relevant to their stay, in particular the hotel's liability provisions as set out in clause 11.

3.5 For any matters relating to the care of the tour operator's tour group, the tour operator will, at the hotel's request, appoint a contact person to represent that tour group.

4. SERVICES, PRICES, PAYMENT, SET-OFF

4.1 The hotel is obliged to provide the services booked by the customer or tour operator and confirmed by the hotel.

4.2 The customer is obliged to pay the hotel's agreed or applicable prices for events and other services utilised. This also applies to services commissioned by the customer directly or via the hotel, which are provided by third parties and advanced by the hotel. In particular, this also applies to claims by copyright collecting societies.

4.3 The agreed prices include the taxes and local charges applicable at the time the contract is concluded, unless prices excluding VAT have been expressly agreed. Not included are local charges which, under the relevant local legislation, are payable by the hotel guest themselves, such as tourist tax. In the event of changes to the statutory value-added tax or the introduction, amendment or abolition of local charges on the subject matter of the service after the conclusion of the contract, 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.

4.4 The prices agreed with a tour operator apply exclusively in connection with additional services offered to the end customer as part of a bundled service package. They must not be offered as individual rates for accommodation only (non-packages) via distribution channels (in particular online) to the end customer or third parties. The tour operator is obliged to ensure that all its other partners and intermediaries also comply with this clause.

4.5 Unless a different payment term has been agreed in individual cases, the hotel's invoices are due for payment in full immediately upon receipt. The hotel may demand immediate payment of due claims at any time. In the event of late payment, the statutory

provisions shall apply. The hotel reserves the right to prove that it has suffered greater loss.

4.6 The hotel is entitled to demand a reasonable advance payment or security, for example in the form of a credit card guarantee, upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in writing in the contract. The hotel must confirm receipt of any advance payment or security. In the event of late payment, the statutory provisions shall apply.

4.7 In justified cases, such as late payment or an extension of the scope of the contract, the hotel is entitled, even after the contract has been concluded and at the start of and during the event or stay, to demand an advance payment or security deposit as defined in clause 4.6 above, or to increase the agreed advance payment or security deposit up to the full agreed remuneration.

4.8 The customer or the tour operator may only set off or offset a claim against a claim by the hotel with a claim that is undisputed or has become final.

4.9 Agreements regarding the possible payment of a commission (also 'fee') to a tour operator must be set out either in the hotel accommodation contract or in a separate agreement to be concluded at the same time. If more than one tour operator is responsible for the same booking, the hotel shall pay the commission only once.

4.10 The customer or the tour operator agrees that the invoice may be sent to them electronically. If the customer or the tour operator is a business and transactions subject to tax and taxable within Germany are carried out between the hotel and the customer or tour operator, the statutory obligations regarding electronic invoicing (e-invoicing) under Section 14 of the German Value Added Tax Act (UStG) remain unaffected; no separate consent is required for the receipt of such a structured e-invoice.

5. PROVISION AND USE OF ROOMS

5.1 The tour operator or the customer shall have no entitlement to the provision of specific rooms, unless this has been expressly agreed.

5.2 Booked rooms are available from 15:00 on the agreed day of arrival. There is no entitlement to earlier provision.

5.3 On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11.00 at the latest. Thereafter, due to the late vacating of the room, the hotel may charge 50 per cent of the full accommodation rate (list price) for use beyond the contractual period until 15.00, and 90 per cent from 15.00 onwards. This does not give rise to any contractual claims on the part of the tour operator or the customer. The customer is free to prove that the hotel has incurred no claim, or a substantially lower claim, for a usage fee.

5.4 The hotel is not entitled to make unilateral changes to the agreed hotel services. Changes are only valid with the consent of the customer or the tour operator.

6. CHANGES TO THE NUMBER OF PARTICIPANTS AND THE DATE OF THE EVENT

6.1 Any increase in the number of participants of more than 5 per cent must be notified to the hotel no later than five working days before the start of the event; such an increase requires the hotel's consent, which must be given in writing. The invoice shall be based on the actual number of participants, but shall be no less than 95 per cent of the agreed higher number of participants. If the actual number of participants is lower, the customer shall be entitled to reduce the agreed price by the amount of the additional savings, which they must substantiate, resulting from the lower number of participants.

6.2 A reduction in the number of participants by more than 5 % must be notified to the hotel in good time, no later than five working days before the start of the event. The invoice shall be based on the actual number of participants, but at least 95 % of the ultimately agreed number of participants. Clause 6.1, sentence 3, shall apply mutatis mutandis.

6.3 In the event of a reduction in the number of participants by more than 10 per cent, the hotel is entitled to swap the confirmed rooms, taking into account any difference in room hire charges, unless this is unreasonable for the customer.

6.4 If the agreed start or end times of the event are changed and the hotel agrees to these changes, the hotel may charge a reasonable fee for the additional services provided, unless the hotel is at fault.

6.5 Unless prohibited by official orders, statutory provisions or locally applicable regulations (e.g. regarding closing times or noise protection) to the contrary, an event may be held at the Schnürboden

restaurant and on the premises of the Hotel Alte Werft until 1.00 am at the latest, and in the areas of the Forum Alte Werft and the Kesselschmiede until 4.00 am at the latest. If such orders, regulations or rules prevent the event from continuing until 1.00 am on the premises of the Hotel Alte Werft or until 4.00 am in the areas of the Forum Alte Werft and the Kesselschmiede, the event must be brought to a close earlier accordingly. An extension beyond the relevant times specified above is not permitted. If an event continues beyond 11.00 pm on the premises of the Hotel Alte Werft or beyond 2.00 am in the areas of the Forum Alte Werft and the Kesselschmiede, the hotel shall invoice the resulting staff costs per hour or part thereof (up to a maximum of the time resulting from clauses 1 and 2, provided there are no conflicting circumstances) based on the number of guests booked.

7. WITHDRAWAL BY THE CUSTOMER OR THE TOUR OPERATOR (CANCELLATION); FAILURE TO TAKE UP THE HOTEL'S SERVICES (NO-SHOW)

7.1 Withdrawal from the contract is only possible if a right of withdrawal has been expressly agreed in the contract, if another statutory right of withdrawal 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.

7.2 Provided that a deadline for withdrawal from the contract free of charge has been agreed between the hotel and the customer or tour operator, the contract may be withdrawn from up to that point without triggering any claims for payment or compensation on the part of the hotel. The right of withdrawal expires if it is not exercised vis-à-vis the hotel by the agreed deadline.

7.3 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 having been used. The hotel shall be entitled to set off against this the income from letting the rooms or premises to other parties, as well as any expenses saved. The amount payable by the customer or tour operator in accordance with this provision may be calculated on a flat-rate basis for the cancellation of rooms, set menus/buffets and room hire in accordance with clauses 7.4, 7.5 and 7.6, at the percentages of the agreed price specified therein. The customer or tour operator is in any case free to prove that the claim has not arisen or has not arisen in the amount claimed. The hotel is free to prove that a higher claim has arisen.

7.4 For bookings of four or more rooms, in the event of the cancellation of individual rooms, the customer or tour operator is obliged to pay the following flat-rate compensation per cancelled room, based on the agreed room rate (including breakfast, if booked):

- up to and including 30 days before the day of arrival: 0%
- from 29 days up to and including 11 days before the day of arrival: 20 per cent
- from 10 days before the day of arrival up to and including the day of arrival: 70 per cent
- in the event of a no-show: 90 per cent

Notwithstanding the above time limits, up to three rooms in the booking may be cancelled free of charge by 15:00 on the day of arrival; this does not apply to rooms booked at a rate that cannot be cancelled free of charge. For bookings of fewer than four rooms, clause 7.3 applies without the above sliding scale. For individual travellers as defined in clause 1.4, clause 7.7 takes precedence. If the cancellation relates to a booking made by the tour operator, the amounts stated above are net amounts plus the applicable statutory value added tax (see clause 3.2), which currently stands at 7% for accommodation services; if it relates to a customer booking, the amounts stated above are already inclusive of statutory VAT (see clause 4.3).

7.5 The following flat-rate fee is payable for the cancellation of ordered set menus or buffets:

- up to and including 14 days (two weeks) before the start of the event or the day of arrival: 0%
- from 13 days up to and including 3 days before the start of the event or the day of arrival: 70 per cent
- from 2 days before the start of the event or the day of arrival up to the day of the event: 100 per cent

in each case based on the agreed set menu or buffet price. The calculation is made using the formula: agreed set menu price × number of participants. If no price has yet been agreed for the set menu, the most economical three-course set menu from the currently valid event offer shall be used as the basis. If the cancellation relates to a booking made by the tour operator, the amounts stated above are net amounts plus the applicable statutory value-added tax (see clause 3.2), which is currently 7 per cent for the food component and 19 per cent for the drinks component; if the cancellation relates to a customer booking, the amounts stated above are already inclusive of statutory value-added tax (see clause 4.3).

7.6 In the event of cancellation of booked event or conference rooms, the following flat-rate fee is payable in respect of the room hire:

- up to and including 60 days before the event date or arrival date: 0%
- from 59 days up to and including 14 days before the start of the event: 70%
- from 13 days before the start of the event up to and including the day of the event: 100 per cent

the agreed room hire charge. If, instead of a separately itemised room hire charge, a conference package rate per participant has been agreed which, in addition to the use of the room, includes further services (e.g. refreshments during breaks, technical equipment), the hotel is entitled to charge the portion of this conference package rate attributable to the use of the room in accordance with the above scale; the remaining components of the conference flat rate, which may be cancelled or withdrawn separately, remain unaffected by this and are governed by the relevant clauses of these Terms and Conditions (including Clause 7.5 for catering services). If the cancellation relates to a booking made by the tour operator, the room hire fee mentioned above is to be understood as a net amount plus the applicable statutory value added tax (see clause 3.2), which currently stands at 19 per cent; if it relates to a customer booking, the room hire fee mentioned above is to be understood as already inclusive of statutory VAT (see clause 4.3).

7.7 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 saved expenses. In this case, the tour operator is obliged to pay at least 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 and 60 per cent for full-board arrangements. The tour operator is free to provide evidence that the aforementioned claim did not arise or did not arise in the amount claimed. The amounts mentioned above are net amounts plus the applicable statutory value added tax (see clause 3.2) at the rate varying according to the type of service (accommodation or meals).

7.8 The same rules apply to the cancellation of rooms in connection with bookings for travel groups in accordance with clause 1.4 as to other room bookings, in particular the flat-rate charges set out in clause 7.4. There is no separate, deviating cancellation scale for group bookings.

7.9 When calculating the time limits referred to in this clause 7, the day of arrival or the day of the event is not included.

8. WITHDRAWAL BY THE HOTEL

8.1 Where it has been agreed that the customer or the tour operator may withdraw from the contract, in whole or in part, free of charge within a specified period, the hotel shall, for its part, be entitled within that period to withdraw from the contract to the same extent if there are enquiries from third parties regarding the rooms or function rooms booked under the contract, and provided that the customer or tour operator, upon enquiry by the hotel and within a reasonable period set by the hotel, does not waive their right to withdraw.

8.2 If an advance payment or security deposit agreed or required in accordance with Clause 4.6 and/or Clause 4.7 is not made even after the expiry of a reasonable grace period set by the hotel, the hotel shall also be entitled to withdraw from the contract.

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

- force majeure – which includes, in particular, pandemics or epidemics – or other circumstances beyond the hotel's control render the performance of the contract impossible;
- events, rooms or venues are booked through culpable provision of misleading or false information or the concealment of material facts; material facts in this context may include the identity of the customer, tour operator or guest, their solvency or the purpose of their stay;
- the hotel has reasonable grounds to believe that the event or the use of the service 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 occasion of the event or stay is unlawful;
- there is a breach of clause 1.5.

8.4 The hotel's justified withdrawal from the contract does not give rise to any claim for damages on the part of the customer or the tour operator.

8.5 If the contractual obligation to provide information on the booking status, as set out in clause 3.1, second sentence, is not fulfilled or is not fulfilled within the specified time limit, the hotel is also entitled to withdraw from the contract. The hotel is also entitled to withdraw from the contract in the event that the number of rooms booked as part of a group booking falls below 4 (loss of group status in accordance with clause 1.4).

9. MISCELLANEOUS (SMOKING BAN; BRINGING IN FOOD AND DRINKS)

9.1 Smoking is strictly prohibited on the premises of the Forum Alte Werft, including the premises 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, the hotel may, due to the considerable effort involved in cleaning, charge a flat-rate fee of EUR 250.00 to cover the actual cleaning costs incurred. The customer, the tour operator or the guest retains the right to prove that the hotel has suffered no damage or only minor damage. The hotel's 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 asserted in addition.

9.2 As a general rule, food and drink may not be brought onto the premises for events. Exceptions require a written agreement with the hotel. In such cases, a contribution towards covering overheads will be charged.

9.3 Notwithstanding clause 9.2, the consumption of food and drink not purchased from the hotel is prohibited in the hotel's indoor and outdoor areas accessible to the general public. In the hotel rooms, this prohibition does not apply to baby food and individual cold snacks, fruit and other travel provisions which the guest brings with them on arrival as leftover stock for their own consumption. For each instance of non-compliance, the hotel may charge the guest a fixed sum of EUR 25.00, which shall be payable for each individual breach in the event of an intentional breach, irrespective of whether the breaches are part of a continuing course of conduct. The guest retains the right to prove that the hotel has suffered no damage or only significantly less damage. The hotel may refuse access to the hotel's indoor and outdoor areas to external suppliers of food and drink by issuing a ban from the premises.

10. TECHNICAL EQUIPMENT AND CONNECTIONS

10.1 Where the hotel procures technical and other equipment from third parties on behalf of the guest at the guest's request, it acts in the name, under the authority and on behalf of the guest. The guest is liable for the careful handling and proper return of such equipment. He shall indemnify the hotel against all claims by third parties arising from the provision of these facilities.

10.2 The use of the guest's own electrical equipment whilst connected to the hotel's electricity supply requires the hotel's consent. Any malfunctions or damage to the hotel's technical installations arising from the use of such equipment shall be borne by the guest, provided the hotel is not responsible for them. The hotel may charge a flat-rate fee for the electricity costs incurred through such use.

10.3 With the hotel's consent, the guest is entitled to use their own telephone, fax and data transmission equipment. The hotel may charge a connection fee for this.

10.4 If the connection of the guest's own equipment results in suitable hotel facilities remaining unused, a compensation charge may be levied.

10.5 Faults in technical or other facilities provided by the hotel shall be rectified as soon as possible. Payments may not be withheld or reduced insofar as the hotel is not responsible for such faults.

11. LIABILITY OF THE HOTEL

11.1 The hotel is liable for damages resulting from injury to life, body, or health for which it is responsible. Furthermore, it is liable for other damages based on an intentional or grossly negligent breach of duty by the hotel, or on an intentional or negligent breach of obligations typical of the contract. Obligations typical of the contract are those that enable the proper performance of the contract and on the fulfillment of which the customer, tour operator, or guest relies and is entitled to rely. A breach of duty by a legal representative or vicarious agent is deemed equivalent to a breach of duty by the hotel. Any further claims for damages are excluded, unless otherwise stipulated in this Section 11. Should disruptions or defects in the hotel's services occur, the hotel shall endeavor to provide a remedy upon becoming aware of them or upon receiving an immediate complaint from the customer, tour operator, or guest. The customer, tour operator, or guest is obliged to contribute whatever is reasonable to remedy the disruption and minimize any potential damage. Furthermore, the customer is obliged to notify the hotel in a timely manner of the possibility that exceptionally high damages could arise.

11.2 The hotel is liable for items brought in by the guest in accordance with statutory provisions (Sections 701 et seq. of the German Civil Code/BGB). The hotel recommends using the hotel or in-room safe. Should the guest wish to bring in cash, securities, or valuables worth more than 800 euros, or other items worth more than 3,500 euros, a separate safekeeping agreement with the hotel is required; this agreement must be concluded at least in text form.

11.3 The provision of a parking space for vehicles—whether in garages, in buildings, or in the hotel parking lot, and whether provided free of charge or for a fee—does not constitute a contract of safe custody. The hotel shall be liable for the loss of or damage to vehicles of any kind (and their contents) parked or maneuvered on the hotel premises or within its buildings only in accordance with the provisions of Section 11.1, sentences 1 to 4, above. For the purposes of this Section 11.3, the term "vehicles" includes, in particular, motor vehicles, trailers (including any cargo carried on them), bicycles, pedelecs/e-bikes, kick scooters, and e-scooters—in short, all wheeled vehicles propelled by muscle power or a motor.

11.4 Wake-up calls are carried out by the hotel with the utmost care. Messages, mail, and deliveries intended for guests are handled with care. The hotel undertakes their delivery, storage, and—upon request and for a fee—forwarding. In this regard, the hotel's liability is limited to the provisions of Section 11.1 above, sentences 1 to 4.

11.5 Any items—including personal belongings—brought into event rooms by the customer are kept at the customer's own risk. The hotel assumes no liability for loss, destruction, or damage, including financial loss, except in cases of gross negligence or willful misconduct on the part of the hotel. This exclusion does not apply to damages resulting from injury to life, body, or health. Furthermore, this limitation of liability does not apply in cases where the safekeeping of items constitutes a contractual obligation typical of the agreement, given the specific circumstances of the individual case.

11.6 Any decorative material brought onto the premises must comply with fire safety regulations. The hotel reserves the right to require official proof of such compliance. If such proof is not provided, the hotel is entitled to remove any material already installed at the customer's expense. To prevent potential damage, the placement and mounting of any items must be coordinated with the hotel in advance.

11.7 Any exhibition materials or other items brought in must be removed immediately after the event concludes. If the customer fails to do so, the hotel may arrange for their removal and storage at the customer's expense. If the items remain in the event room, the hotel may charge reasonable compensation for use of the room for the duration of the continued occupation.

12. LIABILITY OF THE CUSTOMER OR THE TOUR OPERATOR FOR DAMAGES

12.1 If the customer or the tour operator is an entrepreneur, he is liable for all damage to the building or inventory caused by event

participants, guests or visitors, employees, other third parties from his area or himself become.

12.2 The hotel may require the customer or tour operator to provide reasonable security, for example in the form of a credit card guarantee.

13. MEDIATION

13.1 Hotel Alte Werft GmbH & Co. KG does not participate in dispute resolution proceedings before a consumer arbitration board within the meaning of the Consumer Dispute Resolution Act (VSBG) and is not obliged to do so.

14. DATA PROTECTION

14.1 Hotel Alte Werft GmbH & Co. KG processes personal data of customers, tour operators, 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-Digital Services-Data Protection Act (TDDDG), each in its current version. The processing of personal data (e.g., name, address, contact details, date of birth, payment details) required for the establishment, performance, and administration of the contract is carried out on the basis of Art. 6(1)(b) GDPR. Processing for advertising purposes (e.g., newsletters) takes place only if separate consent has been obtained pursuant to Art. 6(1)(a) GDPR or if the requirements of Section 7(3) of the Act Against Unfair Competition (UWG) regarding direct advertising to existing customers are met; such use is not a condition for concluding the contract.

14.2 Details regarding the nature, scope, purpose, duration, and legal basis of data processing, as well as the rights of data subjects (including access, rectification, erasure, restriction of processing, data portability, the right to object pursuant to Art. 21 GDPR, and the right to lodge a complaint with a supervisory authority), are set out in the separately provided privacy policy of Hotel Alte Werft GmbH & Co. KG; this policy 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 advertising purposes may be revoked at any time with effect for the future, without affecting the validity of the contract.

15. FINAL PROVISIONS

15.1 Changes and additions to the contract, the acceptance of the application or these general terms and conditions must be made in text form. Unilateral changes or additions by the customer or the tour operator are ineffective.

15.2 These General Terms and Conditions apply in the version valid at the time the contract is concluded. Any subsequent amendment to these General Terms and Conditions does not affect contracts already concluded; for such contracts, the version effectively incorporated at the time of their respective conclusion remains controlling. The retroactive application of amended General Terms and Conditions to an existing contract requires the express consent of both contracting parties.

15.3 The place of performance and payment is Papenburg. In commercial transactions, the courts having jurisdiction over Papenburg shall have exclusive jurisdiction—including for disputes involving checks and bills of exchange. Likewise, if a contracting party meets the requirements of Section 38 (2) of the Code of Civil Procedure (ZPO) and has no general place of jurisdiction within the country, the courts having jurisdiction over Papenburg shall have exclusive jurisdiction.

15.4 German law applies. The application of the UN Sales Convention and conflict-of-law rules is excluded.

15.5 Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Otherwise, statutory provisions shall apply.