



General Terms and Conditions of Business

of the Hotel Regina Maris GmbH, Norden-Norddeich (Last update: 3/2022)

I. Scope of Application

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation, as well as all other services and deliveries provided by the hotel for the customer.
2. The subletting or re-letting of the rooms provided as well as their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby the right of termination pursuant to Section 540 (I) sentence 2 of the German Civil Code (BGB) is waived.
3. The customer's general terms and conditions shall only apply if this has been expressly agreed in text form.

II. Conclusion of Contract, Contracting Parties, Limitation Period

1. The contract is concluded by the hotel's acceptance of the customer's application. The hotel will usually confirm the room booking in text form. If this is not possible due to the short notice of the booking, the contract is concluded with the verbal confirmation by the hotel. In the event of a booking via the hotel's own homepage, the contract shall be concluded by clicking on the button "Book with obligation to pay".
2. The contracting parties are the hotel and the customer. If a third party has ordered on behalf of the customer, he shall be liable to the hotel together with the customer as joint and several debtors 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 against the hotel are generally limited to one year from the beginning of the knowledge-dependent regular limitation period of § 199 para. 1 BGB (German Civil Code). Claims for damages shall become statute-barred after five years irrespective of knowledge. The reductions in the statute of limitations do not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

III. Services, Prices, Payment, Offsetting

1. The hotel is obliged to keep the rooms booked by the customer ready and to provide the agreed services.
2. The customer is obliged to pay the prices of the hotel applicable or agreed for the provision of the room and the other services used by the customer. This also applies to services ordered by the customer directly or via the hotel, which are provided by third parties and paid for by the hotel.
3. The agreed prices include the taxes and local charges applicable at the time of conclusion of the contract. Not included are local taxes which - according to the respective local law - are owed by the guest himself, such as visitor's tax. In the event of a change in the statutory value added tax or the introduction, amendment or abolition of local levies on the subject of performance after 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 conclusion and performance of the contract exceeds four months.
4. 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 customer's length of stay conditional upon a reasonable increase in the price for the rooms and/or for the hotel's other services.
5. Invoices of the hotel are due for payment immediately upon receipt without deduction. If, by way of exception, payment on account has been agreed, payment shall be made without deduction within five days of receipt of the invoice, unless otherwise agreed.
6. The hotel is entitled to demand a reasonable advance payment or security deposit from the customer 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 may be agreed in text form in the contract. In the event of default of payment by the customer, the statutory provisions shall apply.

7. In justified cases, e.g. payment arrears on the part of the customer or extension of the scope of the contract, the hotel shall be entitled, even after conclusion of the contract and up to the start of the stay, to demand an advance payment or provision of security within the meaning of Clause III.6 above or an increase in the advance payment or provision of security agreed in the contract up to the full agreed remuneration.
8. The hotel is also entitled to demand from the customer a reasonable advance payment or security deposit within the meaning of clause III.6 above for existing and future claims arising from the contract at the beginning and during the stay, insofar as such a payment has not already been made in accordance with clause III.6 and/or clause III.7 above.
9. The customer may only set off or offset an undisputed or legally enforceable claim against a claim of the hotel.
10. The customer agrees that the invoice may be sent to him electronically.

IV. Withdrawal or Cancellation by the Customer/ Non-utilisation of the Hotel's Services

1. The customer may only unilaterally withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract or if a statutory right of withdrawal or termination exists.
2. If the hotel and the customer have agreed on a date for withdrawal from the contract free of charge, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right to withdraw from the contract expires if he does not exercise this right in text form vis-à-vis the hotel by the agreed date.
3. If a right of withdrawal has not been agreed or has already expired and there is also no statutory right of withdrawal or termination, the hotel shall retain the claim to the agreed remuneration despite the non-utilisation of the service. The hotel shall take into account the income from renting the rooms to other parties as well as the expenses saved. If the rooms are not let to other parties, the hotel may make a flat-rate deduction for expenses saved. In this case, the customer is obliged to pay 90% of the contractually agreed price for overnight accommodation with or without breakfast, 70% for half-board and 60% for full-board services. The customer is free to prove that the aforementioned claim has not arisen or has not arisen in the amount claimed.

V. Withdrawal of the Hotel

1. If it has been agreed that the customer may withdraw from the contract free of charge within a certain period of time, the hotel shall be entitled for its part to withdraw from the contract during this period if there are enquiries from other customers for the contractually booked rooms and the customer does not waive his right of withdrawal upon inquiry by the hotel with a reasonable deadline. This applies accordingly if an option is granted, if other enquiries are received and the customer is not prepared to make a firm booking after being asked by the hotel to do so within a reasonable period of time.
2. If an advance payment or security deposit agreed or demanded in accordance with Clause III.6 and/or III.7 is not made even after expiry of a reasonable grace period set by the hotel, the hotel shall also be entitled to withdraw from the contract.
3. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular if:
 - a. force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
 - b. rooms or spaces are culpably booked with misleading or false information or concealment of material facts; material facts may be the identity of the customer, the ability to pay or the purpose of the stay;



- c. the hotel has reasonable grounds to believe that the use of the service may jeopardise the safety, smooth operation or public reputation of the hotel without this being attributable to the hotel's sphere of control or organisation;
 - d. the purpose or reason for the stay is unlawful;
 - e. there is a breach of clause I.2 above.
4. The justified withdrawal of the hotel does not justify a claim for damages on the part of the customer. Should the hotel have a claim for damages against the customer in the event of a withdrawal pursuant to Clause V.2 or V.3 above, the hotel may set a lump sum for such damages. In this case, clause IV.3 shall apply accordingly.

VI. Room Provision, Handover and Return

1. The customer does not acquire any claim to the provision of specific rooms. Unless this has been expressly agreed in text form, only the booked room category shall be deemed to have been agreed.
2. Booked rooms and the associated catering services are available to the customer from 3.00 p.m. on the agreed day of arrival. The customer is not entitled to earlier availability.
3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11.00 a.m. at the latest. After this time, the hotel may charge 50% of the full accommodation price (list price) for the late vacating of the room until 3.00 p.m., and 90% from 3.00 p.m. onwards. This shall not give rise to any contractual claims on the part of the customer. The customer is at liberty to prove that the hotel has no or a significantly lower claim to a usage fee.
4. The Hotel Regina Maris is a non-smoking hotel. This means that smoking is strictly prohibited in all hotel rooms and corridors! Smoking on the terrace or balcony with the windows closed is tolerated. However, if someone smokes in the hotel room, the hotel will charge a cleaning fee of € 250. Should a fire alarm be triggered by the smoke, the person responsible will be liable for the costs of the fire brigade call-out.

VII. Liability of the Hotel

1. The hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it is liable for other damages which are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of typical contractual obligations of the hotel. Typical contractual obligations are those obligations which make the proper fulfilment of the contract possible in the first place and on the fulfilment of which the customer relies and may rely. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages are excluded, unless otherwise stipulated in this Section VII. Should disruptions or defects occur in the hotel's services, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and minimise any possible damage.
2. The hotel is liable to the customer for items brought into the hotel in accordance with the statutory provisions. The hotel recommends the use of the hotel or room safe. If the customer wishes to bring in money, securities and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with the hotel.
3. Insofar as the customer is provided with a parking space in the hotel car park, even for a fee, this does not constitute a safekeeping agreement. In the event of loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and their contents, the hotel shall only be liable in accordance with the above Section VII.1, sentences 1 to 4.

4. Wake-up calls are carried out by the hotel with the utmost care. Messages for customers are handled with care. After prior consultation with the customer, the hotel may accept, store and - upon request - forward mail and consignments for a fee. The hotel shall only be liable in this respect in accordance with the above clause VII.1, sentences 1 to 4.

VIII. Special Rules in the Event of a Pandemic or Similar Events (Here in Particular Corona)

1. The parties agree that the agreed travel services shall always be provided by the respective service providers in compliance with and in accordance with the official requirements and conditions applicable at the time of travel.
2. The traveller agrees to observe appropriate usage regulations and restrictions of the service provider when using travel services and to inform the hotel or the service provider immediately in the event of typical symptoms of illness occurring.

IX. Miscellaneous

Furthermore, customers are generally not permitted to bring their own food or drinks **into the restaurant**. After prior consultation with the hotel, a special agreement deviating from this can be made in individual cases. In this case, the hotel is entitled to charge a service fee or corkage without further notice.

X. Final Provisions

1. Amendments or additions to the contract, the acceptance of the application or these terms and conditions for hotel accommodation should be made in text form. Unilateral amendments or additions by the customer are invalid.
2. The place of fulfilment and payment as well as the exclusive place of jurisdiction for commercial transactions is the registered office of the hotel. If a contractual partner fulfils the requirements of Section 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Norden.
3. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
4. In accordance with the legal obligation, the hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): <https://ec.europa.eu/consumers/odr/>. However, the hotel does not participate in dispute resolution procedures.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.



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