



Terms and Conditions for Hotel Accommodation for the operator Scheelehof Betreibergesellschaft mbH

1. Validity

These terms and conditions apply to all contracts for the rental of hotel rooms/apartments for accommodation and all services and deliveries brought to the customer from Scheelehof Betreibergesellschaft mbH (hotel accommodation contract). Terms of the customer will not be accepted unless it is written agreed

2. Sublease, other rooms and hotel land use

The sub letting and further rental of rooms/apartments must be approved by Scheelehof Betreibergesellschaft mbH in written form. Without prior consent in written form Scheelehof it is forbidden to use the provided rooms and outside the hotel room/apartment lying areas for other than typical hotel and accommodation purpose. Sales meetings, interviews, performances etc. require the approval of Scheelehof Betreibergesellschaft mbH in written form and may cause additional costs.

3. Contract, contractor, limitation

The contract arises through the acceptance of the application by Scheelehof Betreibergesellschaft mbH in text form (eg letter, e-mail, fax). Contractor is the one who makes the booking or the one who books in order (hereinafter referred as client). Delegates have to be mentioned while booking. The booked guest and the customer as a debtor are liable for fulfilling the duties of the accommodation contract unless the delegates were disclosed at booking or they are already known by Scheelehof Betreibergesellschaft mbH.

All claims against Scheelehof Betreibergesellschaft mbH have to be reported immediately. Claims against Scheelehof Betreibergesellschaft mbH expire within one year starting from the legal limitation period.

This limitation excludes rude negligent breach of duty by Scheelehof Betreibergesellschaft mbH or his vicarious agents as well as for injury of life, body or health.

4. Services, Prices, Subsequent changes

Scheelehof Betreibergesellschaft mbH is committed to provide the agreed services and booked rooms/apartments. The customer is obliged to accept the agreed services and rooms/apartments booked and pay for at the time of booking valid contract prices. The prices include VAT at the time of booking. Changes to the contract have to be notified from the customer in time. Significant changes will apply as a new offer by the customer and require the approval of Scheelehof Betreibergesellschaft mbH. In case of subsequent changes concerning the number of rooms, the arriving guests, the additional services and the duration of stay Scheelehof Betreibergesellschaft mbH is allowed to adapt the prices. Scheelehof Betreibergesellschaft mbH is entitled to apply its cancellation policy (Section 6) in case of significant reductions.

5. Invoices, Prepayment, Default, Collection Expanses, Offsetting

Invoices are due immediately and without any deduction, unless a different payment and deductions (eg discounts) were granted or agreed with the statement. Scheelehof Betreibergesellschaft mbH is authorized to contract for an advanced payment or security deposit in form of a credit card, a deposit or something similar. In justified cases eg in delay of payment this is still possible after the contract is concluded or during the stay.

The penal interests amounts to the legal provisions. For each reminder we charge 5,00 EUR.

When the customer has an established claim to Scheelehof Betreibergesellschaft mbH, the customer has the right to reduce or to keep a part of the payment.

6. Cancellation, No Show, Early Departure of the customer (Cancellation Policy)

The customer has the right to cancel the reservation anytime in written form. A free cancellation requires the approval of Scheelehof Betreibergesellschaft mbH in text form. If the approval is not given, the following cancellation policy comes into effect. Scheelehof Betreibergesellschaft mbH is allowed to demand a flat for compensation. Up to four weeks before arrival the customer can cancel the room/apartments without any costs. If the cancellation occurs

- until two weeks before arrival 30%
- until one week before arrival 50%
- until 3 days before arrival 70% and
- one to two days before arrival and no shows 90% of the total cost of the booked services will be charged.

This cancellation policy gains validity in the particular case of early departure. Scheelehof Betreibergesellschaft mbH may increase the charge of the compensation flat with a valid proof eg when it had to cover not or only partly cancellable services of third parties (ferry tickets, entrance fees, excursions, etc). Scheelehof Betreibergesellschaft mbH will seek to resell the reserved rooms/apartments and services and keep the loss minimal. The customer has the right to prove a lower level of damage.

7. Free-hold time, Resignation of Scheelehof Betreibergesellschaft

It can be agreed in written form that the customer can cancel within a certain period of time without any costs. Scheelehof Betreibergesellschaft mbH can declare, that he is entitled after a certain point of time to sell the rooms/apartments kept free without becoming liable for compensation.

Scheelehof Betreibergesellschaft mbH is entitled to step back from the Hotel Accommodation contract or to terminate it for good reason. Important reasons are eg. force majeure, serious breaches of the customer, in particular actions of the customer that endanger the trouble-free business operation, the safety or the reputation of Scheelehof Betreibergesellschaft mbH in public. Another important reason is the not performance of the required advance payment or security despite an appropriate extension and if the customer uses hotel rooms and/or other hotel areas otherwise and not authorized (Section 2). Unauthorized and atypical uses can be prevented and cancelled by Scheelehof Betreibergesellschaft mbH. If the customer does not observe Scheelehof Betreibergesellschaft mbH can terminate the accommodation contract right away. In case Scheelehof Betreibergesellschaft mbH terminates the contract for legitimate reason that are in the responsibility of the customer, the cancellation policy of no. 6 come into effect.

8. Rooms reservation, arrival and departure time

The customer has no right to be provided specific rooms/apartments. In the hotel accommodation contract specific rooms/apartments can be agreed, the same applies if the rooms/apartments are provided in the arrangement and are written confirmed. If the contractually confirmed rooms/apartments are not available Scheelehof Betreibergesellschaft mbH is committed to arrange a replacement of equal or greater in the hotel or in similar objects. The check-in is possible from 4.00 pm on of the day of arrival. A claim for an earlier check-in does not exist and is only possible after prior agreement. The customer should announce a later arrival than 6.00 pm. After 6.00 pm the Scheelehof assumes that the reserved rooms/apartments are no longer of interest and Scheelehof Betreibergesellschaft mbH will try to avoid cancellation fees for the customer through awarding the rooms.

The rooms should be left till 12.00 am. Extensions have to be agreed with the reception. For a late departure during 12.00 am and 6.00 pm the Scheelehof charges 30% of the room rate, for a departure after 6.00 pm the full price has to be paid. The customer does not have automatically the right to stay. The customer has the liberty to prove that Scheelehof Betreibergesellschaft mbH has no or only a little claim for a change of use.

Rooms/Apartments that are not cleared until 12.00 am and not extended for a late departure, will be opened and the luggage will be kept.

9. Liability of Scheelehof Betreibergesellschaft mbH

Scheelehof Betreibergesellschaft mbH is liable for damages that are based on its own breaches of duty as well as breaches of duty of vicarious agents. A liability for simple negligence is excluded except for injury of life, body or health.

For items brought by the customer Scheelehof Betreibergesellschaft mbH is liable under the provisions of §§701 ff BGB, which is 100 times the room/apartment rate but maximum 3.500,00 EUR and for cash, marketable securities and valuables up to 800,00 EUR. It is recommended to use the room safe or the central hotel safe. For amounts over the stated limit the keeping in a safe is necessary.

For damage or theft concerning the vehicle on the provided parking facilities, even if the customer is charged for, Scheelehof Betreibergesellschaft mbH is not liable. A custody agreement and a duty of observing does not exist. Should Scheelehof Betreibergesellschaft mbH cause any damage by parking service, Scheelehof Betreibergesellschaft mbH is only liable for rude negligence and intention.

Wake-up calls will be treated conscientious. Scheelehof Betreibergesellschaft mbH does not take over any liability.

Messages, mails and parcels for the customer will be treated with care. Scheelehof Betreibergesellschaft mbH takes care for the delivery and storage and after the departure of the customer the charged forwarding to the customer after request.

10. Final Provisions

Changes and additions of the hotel accommodation contract and these terms and conditions must be in written form.

The exclusive place of payment and performance is Stralsund.

The exclusive jurisdictions for commercial customers is Stralsund.

Only the German law is effective. The application of conflict rules of the European Union, eg the UN-purchase right is excluded.

The parties agree to replace invalid provisions by valid provisions that are as close as possible to their importance. Invalid provisions do not touch the validity of these terms and all valid provisions remain passable.

Year 2017