

GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT

General Terms and Conditions of Seezeitlodge Hotel GmbH

1 SCOPE OF APPLICATION

1.1 These General Terms and Conditions (GTC) apply to all contracts between Seezeitlodge Hotel GmbH (hotel) and third parties (customer/s) for the rental of hotel rooms for the accommodation of the customer, all other services and deliveries provided by the hotel for the customer in this context and the provision of event rooms, staff and prepared meals.

1.2 The subletting or re-letting of the rooms provided and their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby § 540 paragraph 1 sentence 2 BGB is waived insofar as the customer is not a consumer.

1.3 The customer's general terms and conditions shall only apply if this has been expressly agreed in advance.

2 CONCLUSION OF CONTRACT, CONTRACTUAL PARTNERS, LIMITATION PERIOD

2.1 The contractual partners are the hotel and the customer. The contract is concluded by the hotel's acceptance of the customer's reservation or offer. The hotel may confirm the contract to the customer in text form at the customer's express request.

2.2 All claims against the hotel are generally subject to a limitation period of one year from the commencement of the statutory limitation period. This does not apply to claims for damages and other claims, insofar as the latter are based on an intentional or grossly negligent breach of duty by the hotel.

3 SERVICES, PRICES, PAYMENT, DEFAULT, SET-OFF

3.1 The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.

3.2 The customer is obliged to pay the agreed or applicable prices of the hotel for the provision of the room and the other services used by him. This also applies to services commissioned by the customer directly or via the hotel, which are provided by third parties and disbursed by the hotel.

3.3 The agreed prices include the taxes and local charges applicable at the time the contract is concluded. Not included are local taxes which are owed by the guest according to the respective municipal law, such as visitor's tax.

In the event of a change in the statutory value added tax or the introduction, change or abolition of local taxes on the object 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 fulfillment of the contract exceeds four months.

3.4 The hotel may make its consent to a subsequent reduction in the number of rooms booked, the hotel's services or the customer's length of stay requested by the customer dependent on the price for the rooms and/or for the hotel's other services being increased.

3.5 Hotel invoices without a due date are due and payable in full within ten days of receipt of the invoice. The hotel may demand immediate payment of due claims from the customer at any time. The statutory provisions shall apply to the customer's default in payment. The hotel reserves the right to provide evidence of higher damages.

3.6 The hotel is entitled to demand a security deposit upon check-in of the customer at the hotel - 25% of the agreed remuneration in the case of pre-authorization by means of an accepted credit card, 25% of the agreed remuneration in the case of cash payment or payment of the full agreed remuneration by means of an EC card or Girocard permitted in EU payment transactions. Alternatively, the customer may make a down payment of 70% of the agreed remuneration in advance by bank transfer to the hotel. In the case of advance payments or security deposits for package tours, the statutory provisions shall remain unaffected.

In the event of default by the customer, the statutory provisions shall apply.

3.7 In justified cases, for example if the customer is in arrears with payment or if the scope of the contract is extended, the hotel is entitled to demand a further advance payment or security deposit within the meaning of clause 3.6 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration, even after conclusion of the contract up to the start of the stay.

3.8 Furthermore, the hotel is entitled to demand a further reasonable advance payment or security deposit from the customer at the beginning and during the stay within the meaning of clause 3.6 above for existing and future claims arising from the contract, insofar as such a payment has not already been made in accordance with clause 3.6 and/or clause 3.7 above.

3.9 The customer may only offset or set off an undisputed or legally enforceable claim or a claim ready for decision against a claim of the hotel.

4 WITHDRAWAL BY THE CUSTOMER (CANCELLATION) / NON-UTILIZATION OF HOTEL SERVICES (NO SHOW)

4.1 The customer is entitled to withdraw from the hotel accommodation contract up to 14 days before arrival at the latest, the agreed date on which the room is to be made available (cancellation). Withdrawal by the customer from the contract concluded with the hotel in all other cases is only possible if a right of withdrawal has been expressly agreed in the contract, another statutory right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as any consent to a contract termination must be in text form.

4.2 If the contract is concluded in connection with the customer's intention to attend an event taking place at the hotel, the customer is not entitled to withdraw from the contract in accordance with the provision in 4.1 if the event is canceled in whole or in part by the organizer, unless the hotel is responsible for the cancellation of the event. The customer is not entitled to withdraw from the contract concluded with the hotel if a right of withdrawal has not been expressly agreed in the contract. The above provision shall also apply if the hotel has agreed a room contingent with special conditions with the organizer in connection with the event and the special conditions of the room contingent apply to the customer's contract and the special conditions do not regulate the customer's right of withdrawal.

4.3 If the contract is concluded by the organizer of an event taking place in the hotel for or on behalf of a third party, neither the organizer nor the third party is entitled to withdraw from the contract concluded with the hotel in the event of a complete or partial cancellation of this event by the organizer, insofar as the hotel is not responsible for the cancellation of the event, unless a right of withdrawal has been expressly agreed in the contract.

4.4 If a date for a cost-free withdrawal from the contract has been effectively agreed between the hotel and the customer, 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 of withdrawal expires if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed date.

4.5 If a right of withdrawal has not been agreed or has already expired, there is also no statutory right of withdrawal or termination and if the hotel does not agree to the cancellation of the contract, the hotel shall retain the claim to the agreed remuneration despite non-utilization of the service. The hotel must offset the income from renting the rooms and/or rooms to other parties as well as the expenses saved.

4.6 If the rooms are not rented to other parties, the hotel may make a lump-sum deduction for saved expenses. In this case, the customer is obliged to pay at least 70% of the contractually agreed price for accommodation with or without breakfast as well as for package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements - in the event of cancellation on the day of arrival, the agreed date of room rental, or non-arrival of the customer, at least 90% of the full contractually agreed price. The customer is free to prove that the aforementioned claim did not arise or did not arise in the amount claimed.

4.7 Advance payments, deposits and/or security deposits made by the customer which exceed the hotel's claim to payment shall be refunded to the customer without delay in the event of withdrawal.

5 WITHDRAWAL BY THE HOTEL

5.1 If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of withdrawal upon inquiry by the hotel with a reasonable grace period.

5.2 If an advance payment or security deposit agreed or demanded in accordance with Clause 3.6 and/or Clause 3.7 is not made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

5.3 Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular if

force majeure or other circumstances for which the hotel is not responsible make the fulfillment of the contract impossible, whereby circumstances of force majeure include, but are not limited to, war, strikes, consequences of industrial action at the hotel for which the hotel is not responsible, unrest, expropriation, thunderstorms, lightning strikes, storms, pandemics, mine damage, floods and other natural disasters or bomb disposal in the vicinity of the hotel

rooms or spaces are culpably booked with misleading or false information or concealment of material facts; material facts may include the identity of the customer, solvency or the purpose of the stay

the hotel has reasonable grounds to believe that the use of the service may jeopardize the smooth operation, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organization

the purpose or reason for the stay is unlawful

there is a breach of Section 1.2 of the GTC.

5.4 In the event of a requirement by local authorities and/or a regulation or order by the local government which restricts or completely prohibits the maintenance of hotel operations, the hotel is also entitled to withdraw from the contract extraordinarily, provided that the requirement, regulation

or order was not directly and culpably caused or initiated by the hotel and the contractual service of the hotel is covered by the restricted or complete prohibition of hotel operations.

5.5 The justified withdrawal of the hotel does not entitle the customer to claim damages.

5.6 Advance payments, deposits and/or security deposits made by the customer which exceed the hotel's claim to payment will be refunded to the customer without delay in the event of withdrawal.

6 ROOM PROVISION, HANDOVER AND RETURN

6.1 The customer is not entitled to the provision of specific rooms unless this has been expressly agreed.

6.2 Booked rooms are available to the customer for accommodation from 15:00 on the agreed day of arrival. The customer is not entitled to earlier availability. Bringing a pedelec, e-bike and/or a battery of a pedelec or e-bike to the room is not part of the accommodation and the customer is not permitted to do so.

6.3 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 delayed vacating of the room until 6:00 p.m., and 80% from 6:00 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.

7 PROVISION OF EVENT ROOMS AND RELATED HOTEL ROOMS, STAFF, FOOD AND PREPARED FOOD

7.1 Reserved event rooms (rooms) are only available to the customer (organizer) at the time agreed in writing. Any use of the rooms beyond the agreed period requires the prior approval of the hotel's event and function department. In the event that the provision of resources and/or the preparation of food is agreed, the purchase and preparation shall take place promptly before the agreed time of performance, at the latest six days before the agreed time of performance.

The bringing of food and/or beverages by the customer and/or his event guests is generally excluded. Exceptions under agreement of a cover charge or corkage fee must be made in writing.

7.2 For all events, the hotel requires exact details of the number of participants no later than 2 working days before the start of the event. A guaranteed number must be communicated to the hotel's event department in text form and requires reconfirmation. This specified number of participants - also with regard to agreed food and prepared meals - is subsequently deemed to be the guaranteed minimum number of participants and will be charged to the organizer in any case. Should more people attend, the hotel will charge according to the actual number of people present. If the number of participants deviates by more than 10%, the hotel shall be entitled to recalculate the prices vis-à-vis the organizer and/or to exchange the confirmed rooms.

7.3 If reserved function rooms are changed or canceled and hotel rooms booked in connection therewith (taking into account and applying the provisions in Section 4 of these GTC), including food and/or meals ordered or agreed upon, will be charged:

Events with up to 20 participants

up to 21 days before arrival no costs

20-14 days before arrival 45% of the agreed prices

13-7 days before arrival 80% of the agreed prices

6-0 days before arrival 100% of the agreed prices

Events with 21 to 60 participants

up to 35 days before arrival no costs

34-21 days before arrival 30% of the agreed prices

20- 14 days before arrival 45% of the agreed prices

13-7 days before arrival 80% of the agreed prices

6-0 days before arrival 100% of the agreed prices

Events with 61 or more participants

up to 42 days before arrival no costs

41-28 days before arrival 30% of the agreed prices

27-14 days before arrival 45% of the agreed prices

13-7 days before arrival 80% of the agreed prices

6-0 days before arrival 100% of the agreed prices

The hotel shall endeavor to allocate unused function rooms and conference packages elsewhere if possible and to use food purchased in accordance with the agreement and food already prepared elsewhere in the hotel in compliance with the statutory provisions and rules.

Until the contractually agreed rooms or arrangements are reassigned and/or food purchased and meals already prepared are used elsewhere, the organizer must pay the corresponding amount for the duration of the contract, taking into account the aforementioned cost regulation.

The organizer may also be provided with staff by the hotel after the end of the event. For events that extend beyond the agreed end or beyond 11 p.m., the organizer will be charged at least EUR 80.00 per hour including the currently applicable VAT.

If no other agreement has been made, the organizer will be charged for all drinks according to actual consumption.

If the closing times of the event change or are postponed, this requires immediate notification by the organizer in text form and reconfirmation by the hotel's events department. If this notification is not made or not made immediately, the hotel may charge the organizer additional costs for the readiness to perform.

7.3 The installation of decorative material or other objects is not permitted without the hotel's consent. Any exhibits or other items, including personal items, are kept in the event rooms or in the hotel at the customer's risk. The hotel accepts no liability for loss, destruction or damage, including for financial losses, except in cases of gross negligence or intent on the part of the hotel. Excluded from this are damages resulting from injury to life, limb or health. In addition, all cases in which safekeeping represents a typical contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability.

7.4 Any decoration material brought into the hotel must comply with fire protection requirements. The hotel is entitled to demand official proof of this. If such proof is not provided, the hotel shall be

entitled to remove any material already brought in at the organizer's expense. Due to possible damage, the installation and attachment of objects must be agreed with the hotel in advance.

7.5 Any exhibits or other items brought along must be removed immediately after the end of the event. If the organizer fails to do so, the hotel may remove and store the items at the organizer's expense. If the items remain in the event room, the hotel may charge an appropriate compensation for use for the duration of the room being withheld.

7.6 Insofar as the hotel procures technical and other equipment from third parties for the organizer at the organizer's request, it acts in the name of, on behalf of and for the account of the organizer. The organizer shall be liable for the careful handling and proper return of the equipment. The organizer shall indemnify the hotel against all third-party claims arising from the provision of such equipment.

7.7 The use of the organizer's own electrical equipment using the hotel's electricity network requires the hotel's consent. Any malfunctions or damage to the hotel's technical equipment caused by the use of such equipment shall be borne by the organizer, unless the hotel is responsible for them. The hotel may record and charge a flat rate for the electricity costs arising from the use of such equipment.

7.8 Faults in technical or other equipment provided by the hotel will be rectified immediately if possible. Payments may not be withheld or reduced insofar as the hotel is not responsible for these faults.

7.9 The organizer shall be liable without proof of fault for damage to the hotel's furnishings and/or inventory caused during set-up and dismantling or during the event.

7.10 If the organizer is an entrepreneur, he is liable for all damage to buildings or inventory caused by event participants or visitors, employees, other third parties from his area or himself.

7.11 The hotel is entitled to demand an appropriate advance payment or the provision of an appropriate security deposit, for example in the form of a credit card guarantee, from the organizer upon conclusion of the contract. The amount of the advance payment and the payment dates may be requested in text form. In the event of default by the customer, the statutory provisions shall apply.

7.12 The hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular if

- force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract, whereby circumstances of force majeure include, but are not limited to, war, strikes, consequences of a labor dispute at the hotel for which the hotel is not responsible, unrest, expropriation, thunderstorms, lightning strikes, storms, pandemics, mine damage, floods and other natural disasters or bomb disposal in the vicinity of the hotel

- the hotel has justified cause to believe that the use of the service may jeopardize the smooth operation of the business, the security or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization.

7.13 In the event of a requirement by local authorities and/or a regulation or order by the local government which restricts or completely prohibits the maintenance of hotel operations, the hotel is also entitled to withdraw from the contract extraordinarily, insofar as the requirement, regulation or order was not directly and culpably caused or initiated by the hotel and the contractual service of the hotel is covered by the restricted or complete prohibition of hotel operations.

7.14 The justified withdrawal of the hotel does not entitle the organizer to claim damages.

8 LIABILITY OF THE HOTEL

8.1 The hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it shall be 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 by the hotel. Typical contractual obligations are those obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the customer regularly 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 provided for in this Section 8 of the GTC. Should disruptions or defects occur in the hotel's services, the hotel shall endeavor 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 minimize any possible damage.

8.2 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 guest 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.

8.3 If the customer is provided with a parking space in the hotel garage or in the hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. In the event of loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents, the hotel shall only be liable in accordance with the above Section 8.1, sentences 1 to 5 of the GTC.

8.4 Wake-up calls are carried out by the hotel with the utmost care. Messages, mail and consignments of goods for guests are handled with care. The hotel will deliver, store and - on request - forward them for a fee. The hotel shall only be liable in accordance with the above Section 8.1, sentences 1 to 5 of the GTC.

9 ALTERNATIVE DISPUTE RESOLUTION

9.1 The EU offers a platform for out-of-court online dispute resolution if the customer is a consumer, available at:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=DEhttp://ec.europa.eu/consumers/odr>

9.2 The hotel is neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board (responsible consumer arbitration board for services in the leisure sector: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e. V., Internet: www.verbraucher-schlichter.de, e-mail: mail@verbraucher-schlichter.de).

10 FINAL PROVISIONS

10.1 Amendments and additions to the contract, the acceptance of the application or these General Terms and Conditions should be made in text form. Unilateral amendments or additions by the customer are invalid.

10.2 The place of performance and payment as well as the exclusive place of jurisdiction - also for disputes concerning checks and bills of exchange - in commercial transactions is the court with local jurisdiction for the hotel's registered office. If a contractual partner fulfills the requirements of § 38 paragraph 2 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be

the court with local jurisdiction for the hotel's registered office. The hotel is also entitled, at its own discretion, to sue the customer at another legal place of jurisdiction.

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

10.4 Should individual provisions of these General Terms and Conditions 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

General Ticket Terms and Conditions (ATGB) for the purchase and use of Seezeitlodge Hotel GmbH tickets

These General Ticket Terms and Conditions (ATGB) apply to the purchase and use of tickets for Seezeitlodge Hotel GmbH events (e.g. the kitchen party). The purchaser and/or holder accepts these ATGB by purchasing or using a ticket.

Ordering tickets

Tickets for Seezeitlodge Hotel GmbH events can only be ordered from Seezeitlodge Hotel GmbH or authorized advance booking offices.

A subsequent change or withdrawal of the order is not possible. Seezeitlodge Hotel GmbH only accepts the offer made by the customer upon express declaration or dispatch of the tickets to the customer.

Payment

Seezeitlodge Hotel GmbH retains ownership of the tickets used until the purchase price has been paid in full by the customer. The customer must settle the invoice amount within the payment period. If the customer does not meet his obligation to pay the invoice amount within the deadline set for him

Seezeitlodge Hotel GmbH is entitled to cancel the order if the customer does not meet his obligation to pay the invoice amount within the period set and there are insufficient credit card or account funds. The right to assert claims for damages is expressly reserved in this case.

Authorized advance booking offices reserve the right to make different arrangements.

Dispatch of tickets

The customer bears the costs and risk of ticket dispatch. Anything else shall only apply if Seezeitlodge Hotel GmbH acts with gross negligence or intent.

The obligation to select a suitable transport company lies with Seezeitlodge Hotel GmbH.

Complaints

The purchaser must check the tickets upon receipt to ensure that the number, price, date, event and location match their order. The purchaser must notify Seezeitlodge Hotel GmbH of any complaints about incorrect tickets in writing or by post immediately, but at the latest within three working days of receipt of the tickets, using the contact details provided in section 8.

Claims for the return or reordering of tickets shall no longer exist after the expiry of the deadline for the assertion of complaints. The postmark or the transmission protocol of the e-mail shall be decisive for compliance with the deadline.

Exchanges and refunds

Tickets cannot be exchanged. Tickets that are lost or lost by the customer will neither be replaced nor refunded.

Seezeitlodge Hotel GmbH is entitled to make changes or variations to the program if this is necessary due to special circumstances beyond the control of Seezeitlodge Hotel GmbH.

The customer is entitled to a refund of the ticket price paid and all fees charged if events are canceled.

No resale of tickets

The customer is only permitted to purchase tickets for private use.

Ticket holders are therefore expressly prohibited from passing on or reselling tickets for commercial purposes and/or with the intention of making a profit.

This includes in particular

the transfer of the tickets at a higher price than the original purchase price, even if this happens in a private context, the transfer of the tickets as a promotional gift or for marketing purposes, unless this is expressly approved by Seezeitlodge Hotel GmbH, the offering of the tickets at Internet auctions or comparable services, as well as the commercial and / or commercial resale of the tickets, unless this is expressly approved by Seezeitlodge Hotel GmbH.

If the ticket is passed on, Seezeitlodge Hotel GmbH is entitled to request information from the customer about the new holder of the ticket (in particular about their name, contact details and date of birth).

The ticket becomes invalid if it is used by the purchaser for the purposes stated in this section or if the ticket holder violates these ATGB in any other way. Further claims for damages remain unaffected by this. In addition, Seezeitlodge Hotel GmbH reserves the right to exclude persons who violate these prohibitions from purchasing tickets in the future and/or to initiate further civil and/or criminal proceedings.

Right to one's own image

Film and photo recordings are made at Seezeitlodge Hotel GmbH events. Seezeitlodge Hotel GmbH is entitled to use photos and films of the event for journalistic articles or its own website. The customer's participation constitutes a clearly confirming act by which he/she declares his/her consent to this. Further information on the processing of personal data by Seezeitlodge GmbH can be found at <https://seezeitlodge-bostalsee.de/datenschutz/>.