

General terms and conditions of WINSTONgolf GmbH (Hotel GUT VORBECK)

The following general terms and conditions apply to the hotel operations of WINSTONgolf GmbH. Separate general terms and conditions apply to events.

§1 General

The contractual partner of the hotel is hereinafter referred to as the guest, WINSTONgolf GmbH is hereinafter referred to as the hotel. The hotel contract is concluded by the written acceptance of the offer by the guest within the option period. Within the option period the hotel is entitled to withdraw from the offer.

§2 Scope

- 2.1 These terms and conditions apply to contracts for the rental use of hotel rooms for accommodation as well as all other services and deliveries provided by the hotel to the guest in this hotel accommodation contract. The term 'hotel accommodation contract', includes and replaces the following terms: accommodation, guest accommodation, hotel room contract and confirmation of the offer.
- 2.2 The subletting of the provided rooms as well as their use for purposes other than accommodation require the prior written consent of the hotel, whereby §540 section 1 sentence 2 BGB does not come into force if the guest is not a consumer.
- 2.3 General terms and conditions of the guest shall only apply if this has been expressly agreed by the hotel. This requires the written form.

§3 Conclusion of contract, contract partner, statute of limitation

- 3.1 The contractual partners are the hotel and the guest. The contract shall come into effect upon the hotel's acceptance of the guest's application. The hotel is at liberty to confirm the room reservation in text form.
- 3.2 All claims against the hotel shall generally become statute-barred one year after the start of the statutory limitation period. This shall not apply to claims for damages and other claims if the latter are based on an intentional or grossly negligent breach of duty by the hotel.

§4 Services, prices, payment, offsetting

- 4.1 The hotel is obliged to keep the rooms booked by the guest available and to provide the agreed services.
- 4.2 The guest shall be obliged to pay the hotel's agreed or applicable prices for the provision of rooms and other services used by him. This also applies to services commissioned directly by the guest or via the hotel which are provided by third parties and disbursed by the hotel.
- 4.3 The agreed prices include the taxes and local levies applicable at the time of conclusion of the contract. Not included are local taxes which are owed by the guest himself according to the respective municipal law such as visitor's tax. In case of a change in the statutory turnover tax or the introduction, change or abolition of local levies on the object of performance after conclusion of the contract, the prices shall be adjusted accordingly. In case of contracts with consumers this shall only apply if the period between conclusion of the contract and fulfilment of the contract exceeds four months.
- 4.3.1 Guests can choose from various room rates, which are linked to different restrictions:
 - Best rate cannot be cancelled free of charge, 100% of the total price is due upon booking.
 - The regular rate excluding breakfast can be cancelled in accordance with §6.2 or §6.3. For the deposit \$5 applies.
 - The Super-Flex-Rate can be canceled free of charge up to 1 day before arrival (until 4.00 pm). A deposit is not due. In the event of no cancellation or late cancellation, the provisions of §6.2 and §6.3 apply.
- 4.4 The hotel may make its consent to a subsequent reduction requested by the guest in the number of booked rooms, the performance of the hotel or the duration of the guest's stay dependent on the price of the rooms and/or other services of the hotel increasing.
- 4.5 Invoices from the hotel without a due date are to be paid directly upon checkout, unless otherwise agreed in writing. The hotel is entitled to demand immediate payment of due claims from the guest at any time. In case of default of payment by the guest, the statutory regulations shall apply. The hotel reserves the right to prove higher damages.
- 4.6 The hotel is entitled to demand a reasonable advance payment or security deposit from the guest, for example in form of a credit card guarantee, upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in the contract in text form. In case of advance payments or security deposits for package travels, the statutory provisions shall remain unaffected. In the event of default of payment by the guest the statutory regulations shall apply.
- 4.7 In justified cases, for example payment arrears of the guest or extension of the scope of the contract, the hotel shall be entitled to demand an advance payment or security deposit within the meaning of section 4.6 or an increase in the advance payment or security deposit agreed in the contract until the full agreed remuneration, even after conclusion of the contract and up to the beginning of the stay.
- 4.8 The hotel shall also be entitled to demand an appropriate advance payment or security deposit within the meaning of section 4.6 for existing and future claims arising from the contract at the beginning and during the guest's stay, unless such payment has already been made in accordance with section 4.6 and 4.7.
- 4.9 The guest may only offset or set off a claim of the hotel against an undisputed or legally enforceable claim.

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§5 Advance payments

Upon conclusion of the contract, the hotel may charge a deposit payment to the guest in the amount of up to 100 % of the total price. The deposit is to be paid either directly upon conclusion of the booking or within 14 days after receipt of the confirmation with the usual means of payment.

§6 Cancellation of the guest | Non-usage of the services of the hotel | Rebooking in the event of a change of date

- 6.1 The guest may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract, if there is another statutory right of withdrawal or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible consent to a cancellation of the contract shall be made in written form in each case.
- 6.2 The following cancellation conditions apply between the hotel and the guest for individual bookings of up to 4 rooms:
 - 6.2.1 If the guest withdraws from the contract more than 14 days before arrival, the guest will not be charged.
 - 6.2.2 If the guest withdraws from the contract 14 to 4 days before arrival, the guest shall be obliged to pay 50% of the agreed services.
 - 6.2.3 If the guest withdraws from the contract 3 to 0 days before arrival, the guest is obliged to pay 80% of the agreed services.
 - 6.2.4 Seasonal deals and special offers can be cancelled by the guest free of charge up to a maximum of 24 hours after the binding reservation. If the guest cancels the contract more than 24 hours after the binding reservation, the guest shall be obliged to pay 100% of the agreed service.
- 6.3 Group bookings from 5 rooms and more can be cancelled free of charge up to 4 weeks (28 days) after binding confirmation.
 - 6.3.1 If the guest withdraws from the contract from 4 weeks after binding confirmation up to 29 days before arrival, the guest is obliged to pay 50% of the agreed services.
 - 6.3.2 If the guest withdraws from the contract 28 days to 0 days before arrival, the guest is obliged to pay 80% of the agreed services.
 - 6.3.3 If individual rooms of a group booking are cancelled, the regulations 6.2 to 6.2.4 apply. This applies up to a maximum of 33% of the booked rooms.
 - 6.3.4 Seasonal deals and special offers can be cancelled by the guest free of charge up to a maximum of 24 hours after the binding reservation. If the guest cancels the contract more than 24 hours after the binding reservation, the guest shall be obliged to pay 100% of the agreed service.
- 6.4 A rebooking fee of EUR 30.00 per room will be charged for changes to the bindingly agreed travel period.

§7 Cancellation by the hotel

- 7.1 If an advance payment or security deposit agreed or demanded in accordance with clause 4.6 and /or clause 4.7 is not made even after a reasonable grace period, set by the hotel, has expired, the hotel shall be entitled to withdraw from the contract.
- 7.2 Furthermore, the hotel shall be entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular if
 - Force majeure or other circumstances beyond the hotel's control which makes it impossible to fulfil the contract;
 - rooms are booked culpably with misleading or false information or concealment of essential facts; the identity of the guest, the solvency or the purpose of the stay may be essential here;
 - the hotel has good reason to believe that the use of the service may endanger the smooth running of the business, the safety or the public reputation of the hotel without this being attributable to the hotel's sphere of control or organization;
 - the purpose or cause of the stay is unlawful;
 - there has been an infringement of point 2.2 above.
- 7.3 The justified withdrawal of the hotel shall not entitle the guest to claim damages.

§8 Room provision, handover and return

- 8.1 The guest is not entitled to the provision of certain rooms unless this has been expressly agreed.
- 8.2 Booked rooms are available to the guest from 3 pm on the agreed arrival day. The guest is not entitled to earlier provision.
- 8.3 On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11 am at the latest. Thereafter, the hotel may charge 50% of the full lodging price until 6 pm due to the delayed vacating of the room for its use in excess of the contract, and 90% from 6 pm. Contractual claims of the guest are not justified by this. The Guest is at liberty to prove that the hotel has no or a substantially lower claim to usage fees.
- 8.4 The hotel reserves the right to invoice the guest for extraordinary cleaning. This is at the discretion of the hotel management.

§9 Liability of the hotel

- 9.1 The hotel shall be liable for damages for which it is responsible resulting from injury to life, limb or health. Furthermore, it shall be liable for other damages which are based on an international or grossly negligent breach of duty by the hotel or on an international or negligent breach of contract-typical obligations by the hotel. A breach of duty on the part of the

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hotel is equivalent to a breach of duty on the part of a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise provided for in this clause 8. Should disruptions or defects occur in the hotel's services, the hotel shall endeavour to remedy the situation if it becomes aware of such disruptions or defects or if the guest complains immediately. The guest is obliged to make all reasonable efforts to remedy the disturbance and to keep any possible damage to a minimum.

9.2 The hotel shall be liable to the guest for personal items brought in according to the statutory provisions.

9.3 If the guest is provided with a parking space in the hotel car park, even for a fee, this does not constitute a custody agreement. In the event of loss or damage to motor vehicles parked or manoeuvred on the hotel premises and their contents, the hotel shall only be liable in accordance with the above clause 8.1, sentences 1 to 4.

§10 Vouchers

Vouchers can only be redeemed for hotel services at the hotel indicated on the voucher. If payments with the voucher leave any remaining credit, these will remain and can be used for further payments in the respective hotel. The voucher is valid for 3 years from the date of issue. Vouchers cannot be returned, are not resaleable and are not redeemable for cash. The vouchers cannot be used for online payments. The purchaser of the voucher is responsible for providing the correct information to whom the voucher is to be sent. In case of price changes, the difference will be invoiced when the voucher is redeemed.

§11 Non-smoking areas in the hotel

The rented hotel rooms for accommodation, all public areas inside the hotel complex are non-smoking areas in which smoking is prohibited. In the event of an infringement, the hotel shall have the right to demand an amount of 200 euros from the guest as compensation for the separately incurred cleaning costs, including any loss of turnover resulting from the rental of the room or other premises which is not possible as a result. This amount of compensation shall be higher if the hotel proves that the damage was higher.

§12 Pets

Bringing a pet requires the consent of the hotel. The guest is obliged to announce to bring a pet in advance. If the hotel agrees that the guest is allowed to bring the pet with, this shall be subject to the condition that the pet is under the guest's constant supervision, free from disease and otherwise poses no danger to the hotel guests and the hotel staff. It is not allowed to take the animal with you during breakfast at the hotel. There is a charge of 15 euros per night for the pet. Exceptions are blind, deaf and other comparable service dogs. These may be carried free of charge and at any time.

§13 Final provisions

13.1 These general terms and conditions serve as the basis for all contracts concluded with the service provider Gutshof Vorbeck GmbH. They shall also apply to all future business relations, even if they are not expressly agreed again.

13.2 Amendments and supplements to the contract, the acceptance of the application or these general terms and conditions shall be made in text form. Unilateral changes or additions by the guest are ineffective.

13.3 Place of performance and payment is Gutshof Vorbeck GmbH, An der Warnow 1 in 19065 Gneven OT Vorbeck. Exclusive place of jurisdiction – also for cheque and bill of exchange disputes – is Schwerin. If a contractual partner fulfils the requirements of § 38 section 2 ZPO and does not have a general place of jurisdiction in Germany, Schwerin shall be the place of jurisdiction.

13.4 German law applies. The application of the UN Convention on contracts for the international sale of goods and the conflict of laws provisions is excluded.

13.5 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. Otherwise, the statutory provisions shall apply.