



GTC

1. scope of application

1.1 The following General Terms and Conditions apply to contracts for the rental of hotel rooms, for accommodation and all services and deliveries provided by the guesthouse for the guest.

1.2 Deviating provisions shall only apply if they have been individually agreed between the guesthouse and the guest. agreed individually between the guesthouse and the guest.

2.1 The guesthouse accommodation contract is concluded when the guest submits an application (room reservation) which is accepted by the guesthouse.
accepted. Acceptance is effected by confirmation of the room booking. The guesthouse is confirm the room reservation in writing. The confirmation of the room reservation can be verbally, in writing, by telephone or by e-mail.

2.2 If the room booking is made by a third party on behalf of the guest, the third party is liable to the guesthouse together with the guest as joint and several debtors for all obligations arising from the guesthouse acceptance contract, provided that the guesthouse has received a corresponding declaration from the third party.

2.3 Subletting and re-letting of the rented room as well as its use for purposes other than accommodation require the prior written consent of the guesthouse.
of the guesthouse.

3 Prices and services

3.1 The guesthouse is obliged to keep the rooms booked by the guest available in accordance with these General Terms and Conditions and to provide the agreed services.

3.2 The guest is obliged to pay the applicable or agreed prices of the guesthouse for the provision of the room and the other services used by the guest.

This shall also apply to services and expenses of the guesthouse vis-à-vis third parties arranged by the guest or the ordering party.

3.3 The agreed prices include the respective statutory value added tax.

3.4 The prices may be changed by the guesthouse if the guest subsequently requests changes in the number of rooms booked, the services provided by the guesthouse or the length of stay of the guests, and the guesthouse agrees to this.

3.5 Invoices of the guesthouse are payable immediately upon receipt without deduction. Default shall if the guest does not make payment within the period after the due date and receipt of an invoice; This shall only apply to a guest who is a consumer if these consequences have been specifically pointed out in the invoice. In the event of late payment, the guesthouse shall be entitled to charge consumers' interest on arrears in the amount of 5% above the base interest rate. In business transactions, the default interest rate is 8% above the base interest rate. The guesthouse reserves the right to claim higher damages. The guesthouse may charge a reminder fee of € 5 for each reminder after default.

3.6 The guesthouse is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and its due date may be agreed in writing in the contract. The guesthouse is furthermore entitled during the guest's stay at the hotel by issuing an interim invoice at any time and to demand immediate payment.

3.7 The guest may only set off a claim of the guesthouse against a claim of the guesthouse with an undisputed claim or a claim that has been set off or reduce a claim against a claim of the guesthouse.

4. services not used, cancellation, withdrawal by the guest

4.1 The guesthouse grants the guest a right of withdrawal at any time. The following provisions shall apply In the event that the guest withdraws from the booking, the guesthouse shall be entitled to reasonable compensation. - The guesthouse has the option to claim a flat-rate cancellation fee from the guest instead of a specifically calculated compensation. The cancellation fee amounts to 20% of the contractually agreed price for overnight stays with or without breakfast. The guest is at liberty to prove that the guesthouse has suffered no damage or that the damage incurred by the guesthouse is lower than the flat-rate compensation demanded. - Insofar as the guesthouse calculates the compensation specifically, the amount of the contractually agreed price for the service to be rendered by the guesthouse, deducting the value of the expenses saved by the pension as well as what the pension acquires through other uses of the pension benefits.

4.2 The above provisions on compensation shall apply accordingly if the guest does not make use of the booked room or the booked services without notifying the guesthouse in good time.

4.3 The right to compensation does not apply if the guesthouse has granted the guest an option in the contract to withdraw from the contract within a certain period without further legal consequences. Decisive for the timeliness of the declaration of withdrawal is its receipt by the guesthouse. The guest must declare the withdrawal in writing.

5 Cancellation by the guesthouse

5.1 If the guest has been granted a right of withdrawal free of charge in the accommodation contract in accordance with section 4.3, the guesthouse is also entitled to withdraw from the contract within the agreed period if there are enquiries from other guests about the booked rooms and the guest does not finally confirm the booking upon enquiry by the guesthouse.

5.2 If an advance payment or security deposit agreed in accordance with clause 3.6 is not made within a period set for this purpose, the guesthouse shall also be entitled to withdraw from the contract.

5.3 A right to withdraw from the contract for good cause shall remain unaffected. It exists in particular if - force majeure or other circumstances for which the guesthouse is not responsible make the fulfilment of the contract impossible; - rooms were booked under misleading or false information the guesthouse has reasonable grounds to assume that the use of the guesthouse services may jeopardise the smooth running of the business, the safety or the reputation of the guesthouse in public without this being attributable to the control or organisational sphere of the guesthouse; - there is unauthorised subletting or subletting in accordance with clause 2.3; - there is a case of clause 6.3; - the guesthouse becomes aware of circumstances which may lead to a change in the guesthouse's financial circumstances of the guest have deteriorated considerably after conclusion of the contract, in particular if the guest does not settle claims of the guesthouse or does not provide sufficient security and therefore payment claims of the guesthouse appear to be at risk; - the guest has filed an application for the opening of insolvency proceedings against his assets, has submitted an affidavit in accordance with § 807 of the German Code of Civil Procedure (Zivilprozessordnung), has initiated extrajudicial proceedings for the settlement of debts or has stopped his payments; - insolvency proceedings against the assets of the guesthouse or the guesthouse are refused for other reasons. 5.4 The guesthouse shall inform the guest of the exercise of the right of withdrawal in writing without delay. 5.5 In the aforementioned cases of withdrawal, the guest shall not be entitled to compensation.

6 Arrival and departure

6.1 The guest does not acquire a claim to the provision of specific rooms, unless, the guesthouse has confirmed the provision of certain rooms in writing.

6.2 Booked rooms shall be available to the guest from 3 p.m. on the agreed day of arrival.

6.3 Booked rooms must be occupied by the guest by 8 p.m. on the agreed day of arrival at the latest. Unless a later arrival time has been expressly agreed, the guesthouse has the right to assign booked rooms to other guests after 8 p.m. without the guest may derive any claims for compensation from this. The guesthouse has a right of withdrawal in this respect.

6.4 On the agreed day of departure, the rooms must be vacated and made available to the guesthouse by 10 a.m. at the latest. After this time, the guesthouse may charge the guest the daily rate for the additional use of the room until 11 a.m., and 50% of the full valid accommodation rate from 11 a.m. onwards, in addition to the damage incurred by the guest. The guest is free to prove to the guesthouse that he/she has not suffered any damage or that the damage is considerably less.

7 Liability

7.1 The guesthouse is liable in cases of intent or gross negligence in accordance with the statutory provisions. In the case of slight negligence, the guesthouse shall only be liable for injury to life, body or health or for the breach of essential contractual obligations. However, the claim for damages for the slight negligent violation of essential contractual obligations shall be limited to the foreseeable damage typical for the contract, unless there is liability for injury to life, body or health. The organiser shall be liable for the fault of vicarious agents and representatives to the same extent. to the same extent.

7.2 The provision of paragraph 8 above extends to damages in addition to performance, damages in lieu of performance and claims for compensation due to futile expenditure, irrespective of the legal grounds, including liability due to defects, delay or impossibility.

7.3 Insofar as a car parking space is made available to the guest, the guesthouse shall have no duty of supervision.

7.4 Wake-up calls are not carried out by the guesthouse.

7.5 The guest's claims shall become time-barred in accordance with the statutory provisions.

8. final provisions

The law of the Federal Republic of Germany shall apply.

Fürstenberg/Havel OT Blumenow, May 2022, Storchenhof Blumenow GbR