

General Terms of Business of

Hotel am Fleesensee GmbH & Co. KG (hereinafter referred to as the "Hotel") in relation to TUI BLUE Fleesensee.

Section 1 – Scope

1. These General Terms of Business apply to contracts in respect of all services provided by the Hotel to guests, organisers and other contract partners (hereinafter referred to as the "Customer"), in particular to contracts relating to the hiring of hotel rooms.
2. The Customer's General Terms of Business are not applicable, even when the Hotel does not expressly contradict them.

Section 2 - Conclusion of the contract

1. The contract comes into being when the Hotel accepts the Customer's request. If the Hotel makes a binding offer to the Customer, the contract comes into being when the Customer accepts the offer. In both cases, the Hotel is entitled to confirm the booking in writing.
2. The contract partners are the Hotel and the Customer.
3. For bookings made at promotional rates, 90% of the cost of the holiday must be paid at the time of booking.
4. For bookings made on the website www.tui-blue.com/en, the details of a valid credit card in the name of the Customer must be provided. By providing the credit card details the Customer indicates he agrees to the hotel or a service provider acting on its behalf debiting the due amount from the credit card.
5. Subletting or re-letting or use of the hired services by third parties free of charge and use for purposes other than accommodation are not permitted unless the Hotel expressly permits such activities. The Hotel may, at its discretion, make an exception in writing in response to a request.

Section 3 - Use of rooms, handover of rooms, departure

1. Rooms are made available for accommodation purposes only.
2. The Customer is liable to the Hotel for any damage caused by the Customer or by third parties who have benefited from the Hotel's services at the Customer's instigation. This applies in particular in respect of 'allocation contracts'.
3. Unless expressly agreed otherwise, the Customer has no right to the allocation of specific rooms.
4. On the day of arrival, booked rooms will be available to the Customer from 3.00 p.m., unless agreed otherwise. Unless agreed otherwise, the Hotel will keep reserved rooms free for the Customer until 6:00 p.m. Thereafter, the Hotel reserves the right to reallocate the room. The Customer cannot derive any rights or claims from such reallocation.
5. On the day of departure, rooms must be vacated by 11.00 a.m. at the latest, unless agreed otherwise. Thereafter the Hotel may charge for the additional use of the room, beyond the loss incurred thereby, at the daily room rate until 4.00 p.m., and from 4.00 p.m. 100 % of the full price for board and lodging (list price).

Section 4 - Events/conferences

1. The Customer must inform the Hotel of the final number of participants attending an event/conference not less than seven days before its start date. If the Customer informs the Hotel that the number of participants will be higher than the number agreed, this higher number of participants will not become an integral part of the contract unless the Hotel provides its written consent. If the Hotel does not provide written consent, the Customer shall not be entitled to hold the event/conference with a higher number of participants. If the Hotel consents, the invoice will be based on the new agreement (including additional expenditure as appropriate). The Customer has no right to demand such consent.

2. If the agreed starting time for an event / conference changes, the Hotel shall be entitled to charge the Customer for any additional costs incurred as a result of that change.
3. Reserved rooms are available to the Customer only for the period agreed in writing. The Hotel reserves the right to change the room allocation insofar as such changes are reasonable for the Customer, taking into account the interests of the Hotel.
4. For events which extend beyond midnight, the Hotel may charge from € 35 and up to € 80 (for hotel management) plus statutory VAT for each waiter/waitress engaged and for each hour or part of an hour.
5. The Customer must obtain all official authorisations at its own expense, unless other arrangements are expressly agreed in writing. The Customer is responsible for compliance with all relevant requirements under (regulatory) law. The contract partner must pay promptly to the creditor any fees in respect of the event which are due to third parties, such as GEMA (performance rights) fees, entertainment tax and similar.
6. The Customer is responsible for the conduct of its own employees, the people attending the event and any other support staff, as well as for its own conduct. The Hotel may require Customers to provide suitable securities.
7. The taking out of any necessary insurance in respect of items brought into the Hotel is entirely a matter for the Customer.
8. Customers must not bring any food or drink to events. Agreement otherwise may be made in writing in special cases; in such cases an overheads fee may be charged after deduction of the pro rata share of goods used (corkage).
9. All types of advertising or information activities, etc. carried out by the Customer as a result of which a connection with the Hotel is established, in particular through use of the Hotel name, must obtain the prior written approval of the Hotel.

Section 5 - Prices, payments, setoff and assignment

1. The agreed prices include statutory VAT at the rate valid at the time of booking. The prices do not include public charges such as health resort taxes or similar. The Customer must pay these charges as a supplement. The relevant amounts will be specified separately on the bill. Increases in VAT must be borne by the Customer. The Hotel is entitled to require the Customer to pay an advance payment or security of up to 100% of the Customer's total payment obligation when the contract is concluded. The level of the advance payment and the dates of payment will be specified in the contract.
2. The Customer may only offset against a claim by the Hotel if its claim is uncontested or confirmed by a court of law. The same applies to the exercising of a retained right with respect to claims on the part of the Customer. Claims and other rights may be offset only with the written consent of the Hotel.

Section 6 - Cancellation/reduction

1. Bookings made by the customer are binding.
2. If the Customer cancels or reduces booked hotel services (with the exception of the promotional rate), the Customer must pay compensation to the Hotel as follows:
 - a) no compensation payment if the Hotel receives a cancellation or reduction in writing up to (and including) 15 days before the start of the performance period;
 - b) a compensation payment of 40 % of the value of the services ordered, if the Hotel receives a cancellation or reduction in writing between 14 and 8 days before the start of the performance period;
 - c) a compensation payment of 60 % of the value of the services ordered, if the Hotel receives a cancellation or reduction in writing between 7 and 1 days before the start of the performance period;

- d) in the event of cancellation or reduction within 24 hours of the start of the performance period or in the event of a no-show, 90% of the value of the services ordered must be paid.
3. Bookings made at promotional rates cannot be cancelled or reduced. Any payments made in advance will not be refunded.
 4. In the event of cancellation of booked events and conferences (including room bookings, catering, supporting programme, etc.) the timescales and compensation arrangements are as follows:
 - a) Events/conferences up to 30 persons
 - 30 to 15 days before arrival: 40 % of the value of the total booking
 - 14 to 8 days before arrival: 60 % of the value of the total booking
 - 7 to 3 days before arrival: 80 % of the value of the total booking
 - from 2 days before arrival: 100 % of the value of the total booking.
 - b) Events/conferences for 31 to 60 persons
 - 45 to 41 days before arrival: 40 % of the value of the total booking
 - 40 to 26 days before arrival: 60 % of the value of the total booking
 - 25 to 11 days before arrival: 80 % of the value of the total booking
 - 10 days or less before arrival: 100 % of the value of the total booking.
 - c) Events/conferences for more than 61 persons
 - 11 to 10 weeks before arrival: 40 % of the value of the total booking
 - 9 to 8 weeks before arrival: 60 % of the value of the total booking
 - 7 to 5 weeks before arrival: 80 % of the value of the total booking
 - from 4 weeks before arrival: 100 % of the value of the total booking.
 - d) For events/conferences which involve exclusive hire, individual cancellation and reduction agreements will be specified in the contract.
 5. The Customer is entitled to provide evidence that there is no loss to the Hotel or that such loss is lower.
 6. If the Hotel can render the cancelled services to other third parties within the agreed period, the compensation to be paid by the customer is reduced by the amount that those parties pay for the cancelled services, up to a maximum which cancels out the total amount of the compensation payment.

Section 7 - Cancellation by the Hotel

In exceptional circumstances, the Hotel is entitled to withdraw from the contract for objectively justified reasons, in particular if

- a) an agreed advance payment has not been paid by the end of any reasonable grace period specified by the Hotel,
- b) performance of the contract is impossible due to force majeure, strikes or other circumstances outside the Hotel's control,
- c) rooms/events have been booked on the basis of misleading or false information regarding material facts (such as the identity of the customer or the purpose of the event),
- d) the Hotel has justified reason to believe that use of the Hotel's services could jeopardise the smooth operation, security or reputation of the Hotel in the eyes of the public, without this being the fault of the ownership or management of the Hotel.

Section 8 - Third-party services

In addition to the Hotel's services, the Hotel can arrange third-party services for the customer (e.g. bicycles, trips). Third-party services are not operated

by the Hotel but are provided by third parties at their own risk and for their own account. The Hotel therefore accepts no liability for third-party services.

Section 9 - Liability of the Hotel/limitation period

1. Liability of the Hotel in respect of the rendering of its own services is excluded (hereinafter referred to as "Exclusion of liability") unless specified otherwise in the rules set out below:
 - a) The Exclusion of liability does not apply to loss or damage arising from culpable breach of a material contractual obligation in a manner which jeopardises achievement of the purpose of the contract. Material contractual obligations are obligations the fulfilment of which enables proper performance of the contract and on the fulfilment of which the customer regularly relies and may rely. Liability is therefore limited to damage which is typical of the contract, the occurrence of which each contractual party must have expected on the basis of the facts known to it at that time.
 - b) Exclusion of liability does not apply to damage due to the loss of life, bodily injury or damage to health caused by a negligent breach of contractual obligation by the Hotel or its legal representatives or vicarious agents.
 - c) The Exclusion of liability does not apply to damage caused by a deliberate or grossly negligent breach of duty on the part of the Hotel or its legal representatives or vicarious agents.
 - d) The Exclusion of liability does not apply to claims under product liability law.
2. Insofar as the liability of the Hotel is excluded or limited, this also applies to the liability of its legal representatives, employees and vicarious agents.
3. The Customer is obliged to bring discernible shortcomings in the services provided by the Hotel to the attention of the Hotel immediately, and not later than the time of departure.
4. No contract of safe custody is established between the Hotel and the Customer in respect of any vehicle parked on the hotel's premises. Car parking areas are not supervised. The Hotel accepts no liability for loss of or damage to vehicles (or their contents).
5. Items left behind by the Customer/Hotel user will only be forwarded on request by, and at the risk and expense of, the Customer. The Hotel will keep the items for 12 months and will charge an appropriate fee for doing so. Thereafter any items with a discernible value will be passed to the local lost property office.
6. Any claims made by the Customer against the Hotel which arise from or are connected with the contract will lapse after one year, starting from the end of the year in which the claim arose and the Customer becomes aware of the circumstances which substantiate the claim, or would have become aware had he not acted with gross negligence. This does not only apply to claims which relate to compensation for physical injury or injury to health or are based on gross negligence.

Section 10 - Law

German law applies. The place of jurisdiction for disputes relating to commercial transactions is the registered office of the Hotel.

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