



## GENERAL TERMS AND CONDITIONS

General Terms and Conditions (GTC) of TUI BLUE DE GmbH (hereinafter referred to as the "Hotel") regarding TUI BLUE Sylt.

### § 1 Scope of application

1. These General Terms and Conditions (GTC) apply to contracts for the rental of hotel rooms for lodging purposes as well as to all services provided by the hotel to the customer. The customer is any person who makes use of the hotel's services.
2. Subletting or subleasing of the leased premises, the use of the leased hotel rooms for purposes other than accommodation, public invitations or other advertising measures for job interviews, sales and similar events and the use of hotel space outside the leased rooms for the aforementioned events require the prior express written consent of the hotel and may be made subject to the payment of additional remuneration. § Section 540 (1) sentence 2 BGB shall not apply.

### § 2 Conclusion of the contract

1. With the booking (registration) the customer offers the hotel the conclusion of a binding contract. This can be done in writing, orally, by telephone or electronically (e-mail, internet).
2. The registration is made by the applicant for all customers listed in the registration. The applicant expressly declares that he is responsible for the contractual obligations of all customers listed in the application.
3. Contractual partners are the hotel and the customer.
4. The accommodation contract is concluded only with the written reservation confirmation of the hotel (by e-mail or mail). The electronic confirmation of receipt of the registration does not constitute acceptance of the contract.
5. For groups of 6 rooms or more, the booking and cancellation conditions can be adjusted, if known, even after the booking has been made. This also includes bookings made online.





### **§ 3 Hotel services**

1. The hotel shall hold the rooms booked by the customer ready in accordance with these GTC and provide the contractually owed services (hereinafter "services"). The scope of the services results from the hotel description in connection with the non-binding offer submitted by the hotel and the information referring to it in the reservation confirmation.
2. The customer does not acquire the right to the provision of certain rooms, unless this has been expressly agreed.
3. The rooms are available to the customer from 3 pm on the day of arrival, unless another time has been agreed in writing. There is no right to an earlier provision.
4. The hotel reserves the right to put non-guaranteed rooms back on sale if no arrival has been made by 6pm on the day of arrival. A "non-guaranteed room" is a room booked without depositing payment details and without prepayments.

### **§ 4 Obligations of the customer**

1. The customer is obligated to pay the hotel's applicable prices for the provision of the room and the other services used by the customer. This also applies to services and expenses of the hotel to third parties arranged by the customer.
2. Unless otherwise agreed, the rooms must be vacated no later than 10:00 am on the day of departure. In the event of a late return, the hotel may charge 50% of the daily rate for use up to 6 p.m., and 100% for use beyond 6 p.m.. The customer is at liberty to prove to the hotel that the latter has incurred no damage or significantly less damage.
3. The customer is liable to the hotel for all damages caused by him or by third parties who receive the hotel's services at his instigation.

### **§ 5 Events**

1. The customer shall inform the hotel of the final number of participants in an event no later than seven days prior to its commencement. If the customer informs the hotel of a higher number of participants than agreed, this higher number of participants shall only become part of the contract if the hotel agrees to this in writing. If the hotel does not agree in writing, the customer is not entitled to hold the event with a higher number of participants. If the hotel agrees, the billing shall be based on the new agreement (with additional expenses, if applicable). The customer has no right to consent.





2. If the agreed time of the start of an event is postponed, the hotel is entitled to charge the customer for all additional costs incurred as a result.
3. Reserved rooms are only available to the customer within the period agreed in writing. We reserve the right to make changes to the room, insofar as these are reasonable for the customer, taking into account the interests of the hotel.
4. For events lasting beyond midnight, the hotel may charge from 35,- Euro per booked service person and per hour or part thereof and up to 80,- Euro (for hotel management) plus statutory VAT. A corresponding price list is available on request.
5. The customer shall procure all official permits at its own expense, unless expressly agreed otherwise in writing. The customer is responsible for compliance with all relevant (regulatory) legal requirements. Charges payable to third parties for the event, such as GEMA fees, entertainment tax and the like, are to be paid immediately by the customer to the creditor.
6. The customer shall be liable for the conduct of its employees, event participants and other auxiliary personnel as for its own conduct. The hotel may require the customer to provide appropriate securities.
7. The conclusion of any necessary insurance for items brought in is the exclusive responsibility of the customer.
8. In principle, the customer may not bring food and beverages to the events. In special cases, a deviating written agreement may be made; in these cases, an overhead charge will be calculated by deducting the proportionate use of goods (corkage fee).
9. Any kind of advertising, information, etc. of the customer, through which a reference to the hotel is established, in particular through the use of the hotel name, requires the prior written consent of the hotel.

## **§ 6 Prices, payments, set-off and assignment**

1. The agreed prices include the statutory value added tax valid at the time of booking. The prices do not include public charges such as visitor's tax and the like. These taxes have to be paid additionally by the customer. The respective amounts will be invoiced separately. Increases in value added tax shall be borne by the customer.
2. The hotel is entitled to demand a reasonable advance payment or a security deposit in the form of a credit card guarantee from the customer upon conclusion of the contract or thereafter. The amount of the advance payment and the payment dates shall be specified in the contract.





3. The customer may only offset a claim of the hotel if his claim is undisputed or legally established. The same applies to the exercise of a right of retention due to the customer's own claims. Claims and other rights may only be assigned with the written consent of the hotel.

### **§ 7 Resignation of the customer**

1. Resignation by the customer from the contract concluded with the hotel is only possible if a right of resignation has been expressly agreed in the contract, a statutory right of resignation exists or the hotel agrees to the cancellation of the contract.

2. If a date has been agreed between the hotel and the customer for resignation from the contract free of charge, the customer may resign from the contract up to that date without triggering payment or damage compensation claims by the hotel. The customer's right of withdrawal expires if he does not exercise his right of resignation towards the hotel in text form by the agreed date.

3. If a right of resignation has not been agreed or has already expired, if there is no statutory right of resignation or termination and if the hotel does not agree to a cancellation of the contract, the hotel shall retain the claim to the agreed remuneration despite the non-utilization of the service. The hotel shall credit the income from renting the rooms to other parties as well as saved expenses. If the rooms are not rented to other parties, the hotel may make a lump-sum deduction for the saved expenses. In this case, the customer is obliged to pay 90% of the contractually agreed price for overnight stays with or without breakfast. The customer is free to prove that the aforementioned claim did not arise or did not arise in the amount claimed.

### **§ 8 Resignation of the hotel**

1. If the advance payment pursuant to § 6 No. 2 is not made within the contractually stipulated period and after unsuccessful request by the hotel, the hotel shall be entitled to resign from the contract. The hotel shall immediately notify the customer of the exercise of this right.

2. Furthermore, the hotel may resign from the contract extraordinarily for good cause. This is in particular the case if:

a) the customer persistently disturbs the service regardless of a warning with a threat of termination by the hotel, so that the hotel has reasonable cause to believe that the use of the hotel service may jeopardize the smooth operation of the business, the safety or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization;





b) rooms / events are booked under misleading or false statement of material facts (e.g. in the person of the customer or the purpose);

c) the hotel has reasonable grounds to believe that the use of the hotel 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;

d) there is an unauthorized subletting or subleasing pursuant to § 4 No. 4.

In such a case, the hotel retains the right to payment of the price, but must take into account the value of the saved expenses as well as those advantages that it gains from an alternative use of the unused service.

### **§ 9 Force majeure**

1. If the service is significantly impeded, endangered or impaired as a result of force majeure not foreseeable at the time of conclusion of the contract, both the customer and the hotel may terminate the contract with respect to this service.

2. In the event of termination, the hotel retains its claim to the price, reduced, however, in the ratio in which the value of the service in a defect-free condition would have been at the time of the conclusion of the contract to the actual value.

### **§ 10 Third-party services**

In addition to the hotel services, the hotel can arrange third-party services for the customer (e.g. bicycles, excursions). Third-party services are not provided by the hotel, but by third parties on their own responsibility and account. The hotel is therefore not liable for third-party services.

### **§ 11 Liability of the hotel for items brought in by the customer**

1. The hotel shall be liable for items brought in by the customer in accordance with the statutory provisions.

2. The liability claims expire if the customer does not report the loss, destruction or damage to the hotel immediately after becoming aware of it.

This does not apply if the loss, destruction or damage to the item was caused by the hotel or its vicarious agents or if the item was taken over by the hotel for safekeeping.





3. A custody agreement between the hotel and the customer with regard to a motor vehicle parked on the hotel property does not come into existence. There is no guarding. The hotel is not liable for loss of or damage to the motor vehicle (including its contents).

4. Any items left behind by the customer / hotel user will be forwarded only at the request, risk and expense of the customer. The hotel will keep the items for 6 months and will charge an appropriate fee. After that, if there is a recognizable value, the items will be handed over to the local lost and found office.

## **§ 12 Liability of the hotel in other respects**

1. Claims for damages against the hotel are excluded irrespective of the legal grounds, in particular due to default, the breach of consulting and contractual ancillary obligations, pre-contractual obligations, industrial property rights of third parties and tort, unless the hotel, its representatives or vicarious agents have acted with intent or gross negligence or the claims for damages result from the assumption of a guarantee. The hotel shall be liable in the same way if one of its legal representatives, executive employees or vicarious agents violates an obligation that is essential for achieving the purpose of the contract through slight negligence.

2. Insofar as the hotel is liable on the merits, the claim for damages shall be limited to the foreseeable damage typical for the contract. This limitation of damages shall not apply if the event causing the damage was caused by the hotel, its representatives or vicarious agents through gross negligence or with intent.

3. To the extent that the hotel is liable under the contract pursuant to the foregoing, the amount of liability shall be limited to three times the price.

4. All claims for damages against the Hotel shall become statute-barred 12 months after they arise, unless they are based on a tortious or intentional act.

5. If the claims result from the Product Liability Act, initial impossibility or culpable impossibility, the above limitation of liability shall not apply.

The same applies if life, body or health is damaged due to an act or omission of the hotel, its or omission of the hotel, its legal representative or vicarious agent.

6. Insofar as the hotel's liability is excluded, this also applies to the personal liability of the hotel's employees, representatives and vicarious agents.





### **§ 13 Statute of limitations**

All claims of the customer against the hotel arising from or in connection with the contract shall become statute-barred after the expiration of one year, beginning with the end of the year in which the claim arose and the customer became aware of the circumstances giving rise to the claim or should have become aware without gross negligence. This shall not apply to claims for compensation for bodily injury or damage to health or claims based on gross negligence. Claims arising from tort are subject to a limitation period of three years.

### **§ 12 Final provisions**

1. German law shall apply. The place of jurisdiction for persons who do not have a general place of jurisdiction in the Federal Republic of Germany, for persons whose place of residence or habitual abode is not known at the time the action is brought after the conclusion of the contract, and for passive lawsuits is the registered office of the hotel.
2. The European Commission provides a platform for online settlement of consumer disputes at <http://ec.europa.eu/consumers/odr/>. The hotel does not participate in this or other alternative dispute resolution procedures.
3. Amendments or supplements to the contract, the acceptance of the application or these terms and conditions must be made in writing. This shall also apply to any amendment of this written form requirement.

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