

Part 1 General Terms and Conditions (Ts&Cs) of Fischhaus am Schaalsee GmbH

I. Area of validity

1. These Ts&Cs apply to all agreements on the rental of hotel rooms for accommodation and all other services and supplies provided by the hotel to the customer, with the exception of bookings for events and associated services, to which the Ts&Cs set out in Part 2 below apply.
2. The subletting or re-letting of the rooms provided, and their use for anything other than accommodation, requires prior written permission from the hotel. Section 540 Par. 1 Sentence 2 BGB (German Civil Code) is waived insofar as the customer is not a consumer.
3. The customer's terms and conditions of business shall apply only if expressly agreed in writing beforehand.

II. Conclusion of Agreement, contractual partners

1. The Agreement is concluded when the hotel accepts the customer's request. The hotel is at liberty to confirm the room booking and additional services in writing.
2. The contractual partners are the hotel and the customer. If a third party has booked on behalf of the customer (as a guest) or the customer has booked on behalf of a third party (as a guest), the third party together with the customer shall be jointly liable to the hotel as codebtors for any obligations arising from the hotel accommodation agreement, provided the hotel has received a declaration from the third party accordingly. The customer shall be liable for any hotel service taken up by the third party (as a guest), insofar as it is in connection with contractually owed services – unless the type or scope of the service is so unusual that it is obvious the customer would not have automatically accepted it.

III. Services, prices, payment

1. The hotel is obliged to hold the rooms reserved by the customer and provide the agreed services.
2. The customer is obliged to pay the hotel's applicable or agreed prices for providing the room and any other services utilised. This also applies to any services and expenses levied on the hotel by third parties on account of the customer.
3. The agreed prices include VAT. If the time between the conclusion and fulfilment of the Agreement exceeds four months, and if the price generally charged by the hotel for such services rises, the hotel may increase the contractually agreed price accordingly, but not by more than 5%. Should VAT rise after the conclusion of the Agreement, or should additional public charges be introduced (such as tourism tax), the hotel is entitled to adjust the agreed prices accordingly.
4. The hotel is entitled, both upon conclusion of the Agreement and thereafter, to demand an advance payment and/or an appropriate security deposit, due no later than four weeks before the agreed commencement of services. A reasonable amount is 20%, and, beginning four weeks before the agreed commencement of services, at least 50% of the service price. If the customer is not resident or living in Germany, the hotel may demand the full-service price as an advance payment or security deposit.
5. If the sum of what the hotel is owed for services already rendered exceeds €250, or if services are utilised for a period of more than a week, the hotel may demand payment of accrued amounts by issuing interim invoices.

IV. Withdrawal by the customer (i.e. cancellation, failure to take up the hotel's services / no-show)

1. Cancellation requires written consent from the hotel. If this is not forthcoming, the price in the Agreement must be paid even if the customer does not take up the contractual services. This shall not apply if the hotel fails in its duty to consider the rights, legal interests and interests of the customer, if the customer can no longer reasonably be expected to adhere to the Agreement as a result, or if the customer is otherwise entitled to a statutory or contractual right of withdrawal.
2. If the hotel and the customer have agreed in writing on a deadline for

cancelling the Agreement free of charge, the customer may cancel the Agreement up to that date without paying or compensating the hotel. The customer's right to withdraw expires if it is not exercised by writing to the hotel by the agreed date; No. 1 Sentence 3 applies accordingly. If rooms are not used by the customer, the hotel shall deduct any income it receives from renting the rooms to someone else, and any expenses saved.

The hotel has the right to demand the contractually agreed price and deduct a flat rate for expenses saved. In this happens, the customer is obliged to pay at least 90% of the contractually agreed price for accommodation with or without breakfast, 75% for half-board, and 75% for full-board packages.

3. The customer has the right to prove that the aforementioned expense was not incurred or was not incurred in the amount claimed.

V. Withdrawal by the hotel

1. If the customer has cancelled free of charge in writing by a certain deadline, the hotel is entitled to cancel the Agreement during that period if other customers enquire about the contractually booked rooms, and provided the customer does not waive their right of cancellation when asked by the hotel. If a down-payment that has been agreed or demanded according to the aforementioned clause III. No. 4 has not been made even after a reasonable extension set by the hotel, the hotel is also entitled to withdraw from the Agreement.
2. Furthermore, the hotel is entitled to withdraw from the Agreement for objectively justified reasons such as:
 - if force majeure or other circumstances for which the hotel is not responsible make the Agreement impossible to fulfill;
 - rooms have been booked under misleading or false pretences regarding material facts, such as who the customer is or the purpose of the stay;
 - the hotel has good reason to believe that the use of its services may jeopardise its smooth operation, safety, security or reputation, without this being under its control or within its organisational remit;
 - Clause I. No. 2 above is breached. In the event of justified cancellation, the customer shall not be entitled to compensation.

VI. Providing, handing over and returning the room

1. The customer is not entitled to insist on any particular room or rooms. Booked rooms are available to the customer from 3 p.m. on the agreed day of arrival. Reserved rooms shall be kept available until at least 6 p.m. on the agreed day of arrival. If the customer or guest does not arrive by 6 p.m. or inform the hotel of their late arrival, the hotel may give the reserved room to someone else.
2. The customer is not entitled to enter the room earlier.
3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by no later than 11 a.m. If the room is vacated late, the hotel may charge 50% of the full accommodation price (list price) for its use exceeding the contractual period up to 6 p.m., and 100% after 6 p.m. This shall not give the customer the right to assert contractual claims. The customer is allowed to prove that the hotel has no grounds to charge a fee for use, or only a significantly lower one.
4. If a room contingent is agreed on, the reservation of the rooms included in it is always binding. Both contractual parties are entitled to reduce or cancel the agreed number of rooms by writing to the other party by the agreed deadline.

VII. The hotel's liability

1. The hotel shall be liable for its duties under the Agreement with the due diligence of a prudent trading establishment. The customer may not make claims for damages. This does not include damages resulting from injury to life, body or health if the hotel is responsible for a breach of duty, or other damages caused by an intentional or grossly negligent breach of the hotel's typical contractual duties. A breach of duty by a legal representative or subcontractor is equivalent to a breach of duty by the hotel. Should the hotel's services be disrupted or inadequate, the hotel shall endeavour to remedy the situation upon coming to know about it or if the customer immediately complains. The customer must help within reason to rectify the fault and minimise any possible damage.
2. The hotel is liable to the customer for items brought into the establishment in accordance with the statutory provisions (up to 100 times the

room rate) and up to a maximum of €3500, or up to €800 for money, securities and valuables. Liability claims shall expire if the customer does not notify the hotel immediately upon becoming aware of the loss, destruction or damage (Section 703 BGB). No. 1 sentences 2 to 4 apply accordingly.

3. If the customer is provided with parking in the hotel garage or a hotel car park, whether for a fee or not, this does not constitute a contract of safe custody. The hotel shall not be liable for the loss of or damage to motor vehicles parked or manoeuvred on its property, or their contents, except in cases of intent or gross negligence. No. 1 sentences 2 to 4 apply accordingly. Vehicles are not guarded.
4. The hotel undertakes wake-up calls with the utmost care. Messages, post and merchandise received for guests are handled with care. The hotel can receive, store and – if requested – forward the same for a fee. The hotel accepts no liability in this respect; No. 1 Sentences 2 to 4 apply accordingly.

VIII. Final provisions

The place of performance and payment shall be the place where the hotel is registered.

The exclusive place of jurisdiction for commercial transactions is the place at which the hotel is registered. If a contractual partner fulfils the requirements of Section 38 Par. 3 ZPO (Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the place at which the hotel is registered.

German law shall apply. The UN Convention on Contracts for the International Sale of Goods and international private law shall not apply.

Should any terms of these Ts&Cs for hotel accommodation be or become invalid or void, this shall not affect the validity of the remaining terms. In all other respects, the legal provisions shall apply.

The EU Commission has provided a platform for online dispute resolution (ODR): <https://ec.europa.eu/consumers/odr>. The hotel is neither willing nor obliged to participate in dispute resolution proceedings with a consumer arbitration body.

III. Equipment, suitability
The condition and equipment level of event rooms at the time at which the Agreement is concluded represent the contractual condition. There is no obligation to guarantee suitability for any particular purpose of event.

Part 2

General Terms and Conditions (Ts&Cs) of Fischhaus am Schaalsee GmbH

I. Area of validity

1. These Ts&Cs shall apply to all event rooms, events of any kind and any associated services provided by the hotel.
2. Subletting and inviting people to job interviews, sales or similar events requires written consent from the hotel. Section 540 Par. 1 Sentence 2 BGB is waived.
3. The customer's terms and conditions of business shall apply only if expressly agreed in writing beforehand.

II. Conclusion of Agreement, partners, liability

1. The Agreement is concluded when the hotel accepts the customer's request. Offers made by the hotel are non-binding until it confirms them in writing.
2. Upon conclusion of the Agreement, a down-payment of €500 (gross) is due immediately from the customer and shall be deducted when the event is invoiced. For events with a quoted cost of over €10,000, the down-payment shall be €2,000 unless agreed otherwise.
3. If the customer/Orderer is not the organiser, or if the organiser itself engages a commercial agent or organiser, then the organiser shall be co-liable with the customer for any obligations arising from the Agreement, provided the hotel has received a corresponding declaration from the organiser.
4. The hotel shall be liable with the due diligence of a prudent trading establishment. The customer may not make claims for damages. This does not include damages resulting from injury to life, body or health, a breach of cardinal duties for which the hotel is responsible, other damages caused by an intentional or grossly negligent breach of duty by the hotel, and damages caused by an intentional or negligent breach of the hotel's typical contractual obligations. A breach of duty by a legal representative or subcontractor is equivalent to a breach of duty by the hotel.
5. The hotel shall endeavour to remedy any shortcomings. The customer is obliged to minimise damages as far as it is able and must report shortcomings without delay (including through the guest).
6. Items brought into the hotel by the customer or their guests are there at the customer's risk. The hotel shall not accept liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the hotel. If a duty of custody has been assumed, the hotel's liability shall be limited to compensation for the current value of the item.

III. The hotel may withdraw from the Agreement if it becomes impossible to perform due to force majeure or other circumstances for which the hotel is not responsible; in the event of bookings made under misleading or false pretences regarding material facts, such as who the customer is or the purpose of the stay; if the hotel has good reason to believe that the event may jeopardise its smooth operation, safety, security or reputation, without this being under its control or within its organisational remit; in the event of unauthorised subletting. In the event of justified cancellation, the customer shall not be entitled to compensation.

IV. Cancellation by the hotel

1. If a right of free cancellation has been agreed with the customer, the hotel may withdraw from the Agreement within the cancellation period if a third party has requested the booked event rooms, and provided the customer does not waive their right of cancellation when asked by the hotel and given a reasonable period of time.
2. If an agreed down-payment is not made, the hotel is entitled to withdraw from the Agreement.

V. Changes to the number of participants / event time

1. The final number (guaranteed number) of participants shall be contractually agreed and can be reduced by a maximum of 20% up to four weeks before the start of the event. A higher number of participants can be reduced to the guaranteed number up to three working days before the start of the event.
If the number of participants fails to reach the guaranteed number, the organiser undertakes to cover the cost for those missing.
2. If there are more than the guaranteed number of participants, the organiser is obliged to inform the hotel about the additional participants at least three working days before the event. If this time frame is not upheld, the hotel cannot guarantee that the event will be properly organised.
3. If the start or end time of the event is postponed and the hotel agrees to the change, it may charge a reasonable amount for the additional staffing cover, unless it is itself at fault.

VI. Bringing in food and drinks, advertising, prices

1. Bringing in your own food and drinks requires prior written permission.
In such cases, a contribution shall be due to cover overheads ('corkage'), which shall be 50% of the hotel's own retail price for the same food or drink, unless agreed otherwise.
2. All final prices quoted include the applicable VAT. Should tax rates change after the conclusion of the Agreement, or should additional public charges be introduced (such as a bed tax), the hotel is entitled to adjust the agreed prices accordingly.
3. The contractually agreed rates may not be increased or marked up by the organiser vis-à-vis its own customers.

VII. Rebooking, renovation work, force majeure

1. If the hotel does not have access to the booked number and type of rooms or event rooms, it is entitled to accommodate the group or event in another nearby hotel of the same category. The hotel is also entitled to replace booked function rooms within the hotel with equivalent rooms with a similar capacity.
2. The hotel would like to point out that renovation work may be ongoing in parts of the hotel and in the surrounding area. Hotel operations will continue uninterrupted in those parts of the hotel not affected by the renovation work. The hotel will make every reasonable effort to ensure that hotel guests are not inconvenienced by renovation work.
3. Force majeure releases the customer and the hotel from their contractual obligations. Force majeure includes: war, occupation, unrest, strike, total collapse of supply facilities, complete cessation of air traffic (if getting there by air is the only reasonable option), if the hotel is directly affected on the day of arrival outside its own sphere of responsibility.

VIII. Technical facilities, equipment, music, noise

1. Whenever the hotel procures technical or other equipment from third parties on behalf of the customer, it shall act in the customer's name, on its authority and for its account. The customer shall be liable for handling the equipment carefully and returning it properly. The customer shall indemnify the hotel against any third party claims arising from the provision of such equipment.
2. The use of the customer's own electrical equipment via the hotel's power network requires the hotel's written consent. Any disruption or damage to the hotel's facilities caused by this shall be covered by the customer, unless the hotel itself is responsible. The hotel may calculate and charge a flat rate for electricity costs incurred through use.
3. Items may not be pasted on walls, doors or pillars. Setting up and attaching decorations or advertising requires the hotel's prior permission.
4. The hotel is entitled to charge the customer the actual cost of disposing of rubbish left behind by the customer, as well as any special room cleaning involved.
5. The customer assures the hotel that any equipment and decoration it brings in shall not pose a threat to the legal rights of the hotel or third parties, and that any relevant public regulations shall be complied with. The customer shall indemnify the hotel against any third party claims.
6. Faults in technical or other equipment provided by the hotel shall be rectified immediately where possible. Payments may not be withheld or reduced if the hotel is not responsible for such disruptions.

7. A volume of 90 dB (85 dB not including bass) may not be exceeded in the event rooms with the windows and doors closed. If the customer does not comply with the hotel staff's requests to turn down the volume, the hotel is entitled to cancel the event. GEMA costs shall be covered by the customer. The hotel is obliged to inform GEMA after the event.

IX. Consumer protection notices

The EU Commission has provided a platform for online dispute resolution (ODR): <https://ec.europa.eu/consumers/odr>. The hotel is neither willing nor obliged to participate in dispute resolution proceedings with a consumer arbitration body.

X. Final provisions

The place of performance and payment shall be the place where the hotel is registered. The sole place of jurisdiction for commercial transactions, or if the customer has no general domestic place of jurisdiction, is the place at which the hotel is registered. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and private international law. Should individual provisions of these Ts&Cs be invalid or null and void, this shall not affect the validity of the other provisions.