General Terms and Conditions for Hotel Accommodation Contracts

Hotel Navigare GmbH & Co. KG · Harburger Straße 4 · 21614 Buxtehude · Germany · As of: November 2026

> This is a translation of the German original. In the event of any discrepancy, the German version shall prevail.

1 Scope

1.1 These Terms and Conditions apply to contracts for the rental of hotel rooms for accommodation purposes and to all other services and deliveries provided by the hotel to the customer in this context (hotel accommodation contract). They do not apply to package travel within the meaning of Section 651a of the German Civil Code (BGB). The term "hotel accommodation contract" includes and replaces the following terms: accommodation contract, guest admission contract, hotel contract and hotel room contract.

1.2 Subletting or re-letting the rooms provided, as well as using them for purposes other than accommodation, requires the hotel's prior consent in text form (e.g. by email); the right of termination under Section 540 (1) sentence 2 BGB is waived.

1.3 The customer's general terms and conditions shall only apply if this has been expressly agreed in text form.

2 Conclusion of contract, contracting parties

The contracting parties are the hotel and the customer. The contract is concluded when the hotel accepts the customer's request. For bookings via the hotel's own website, the contract is concluded by clicking the button "BOOK WITH OBLIGATION TO PAY".

3 Services, prices, payment, set-off

3.1 The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.

3.2 The customer is obliged to pay the agreed or applicable prices of the hotel for the provision of the room and for any other services used. This also applies to services ordered by the customer directly or via the hotel which are provided by third parties and paid in advance by the hotel.

3.3 The agreed prices include the taxes and local levies applicable at the time the contract is concluded. They do not include local levies owed by the guest personally under the applicable municipal law, such as visitor's tax. If the statutory VAT changes, or if local levies on the contractual services are introduced, changed or abolished after conclusion of the contract, the prices will be adjusted accordingly. For contracts with consumers, this applies only if more than four months pass between conclusion and performance of the contract.

3.4 If payment by invoice was agreed, payment must be made without deduction within ten days of receipt of the invoice, unless otherwise agreed.

3.5 The hotel is entitled to demand a reasonable advance payment or security from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in the contract in text form. If the customer is in default of payment, the statutory provisions apply.

3.6 In justified cases, for example if the customer is in arrears with payments or the scope of the contract is extended, the hotel is entitled, even after conclusion of the contract and until the start of the stay, to demand an advance pay-

ment or security within the meaning of clause 3.5, or an increase of the advance payment or security agreed in the contract up to the full agreed remuneration.

3.7 The hotel is further entitled, at the beginning of and during the stay, to demand a reasonable advance payment or security within the meaning of clause 3.5 for existing and future claims arising from the contract, unless such payment or security has already been provided under clause 3.5 and/or clause 3.6.

3.8 The customer may only set off or offset an undisputed claim or a claim established by final judgment against a claim of the hotel.

3.9 The customer agrees that invoices may be sent electronically.

4 Withdrawal/termination ("cancellation") by the customer, non-use of the hotel's services ("no-show")

4.1 The customer may only unilaterally withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract or if a statutory right of withdrawal or termination exists.

4.2 If the hotel and the customer have agreed a date up to which the customer may withdraw from the contract free of charge, the customer may withdraw from the contract up to that date without incurring any payment or damage claims by the hotel. The customer's right of withdrawal expires if it is not exercised towards the hotel in text form by the agreed date.

4.3 If no right of withdrawal has been agreed or it has already expired, and there is no statutory right of withdrawal or termination, the hotel retains its claim to the agreed remuneration even though the services are not used. The hotel must credit income from re-letting the rooms as well as saved expenses. If the rooms are not re-let, the hotel may apply a flat rate for the deduction of saved expenses. In this case the customer is obliged to pay 90 % of the contractually agreed price for overnight stays with or without breakfast and for package arrangements including third-party services, 70 % for half-board and 60 % for full-board arrangements. The customer is free to prove that the aforementioned claim did not arise or did not arise in the amount demanded.

5 Withdrawal by the hotel

5.1 If it was agreed that the customer may withdraw from the contract free of charge within a certain period, the hotel is in turn entitled to withdraw from the contract during this period if other customers have enquired about the contractually booked rooms and the customer, upon the hotel's request and within a reasonable deadline, does not waive their right of withdrawal. The same applies where an option has been granted, if other enquiries have been received and the customer, upon the hotel's request and within a reasonable deadline, is not prepared to make a firm booking.

5.2 If an advance payment or security agreed or demanded under clause 3.5 and/or clause 3.6 is not made even after expiry of a reasonable grace period set by the hotel, the hotel is likewise entitled to withdraw from the contract.

5.3 Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for an objectively justified reason, in particular if

- force majeure or other circumstances for which the hotel is not responsible make it impossible to perform the contract;
- rooms or premises are booked culpably on the basis of misleading or false information or by concealing essential facts; essential facts may include the identity of the customer, their ability to pay or the purpose of the stay;
- the hotel has reasonable grounds to assume that the use of its services may jeopardise the smooth running of business, the security or the public reputation of the hotel, without this being attributable to the hotel's sphere of control or organisation;
- the purpose of or occasion for the stay is unlawful;
- there is a breach of clause 1.2 above.

5.4 Justified withdrawal by the hotel does not entitle the customer to claim damages.

6 Provision, handover and return of rooms

6.1 The customer is not entitled to the provision of specific rooms unless this has been expressly agreed in text form.

6.2 Booked rooms are available to the customer from 3:00 p.m. on the agreed day of arrival. The customer has no right to earlier provision.

6.3 On the agreed day of departure, the rooms must be vacated and made available to the hotel by 12:00 noon at the latest. Thereafter, owing to the late vacating of the room, the hotel may charge 50 % of the full room rate (price according to the price list) for its use beyond the contractual period until 6:00 p.m., and 90 % from 6:00 p.m. onwards. This does not give rise to any contractual claims of the customer. The customer is free to prove that the hotel has incurred no claim, or a significantly lower claim, to compensation for use.

7 Liability of the hotel

7.1 The hotel is liable for damage for which it is responsible resulting from injury to life, body or health. It is also liable for other damage resulting from an intentional or grossly negligent breach of duty by the hotel or from an intentional or negligent breach of the hotel's contract-typical duties. Contract-typical duties are those duties which make the proper performance of the contract possible in the first place and on whose fulfilment the customer relies and may rely. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Any further claims for damages are excluded unless otherwise provided in this clause 7. Should disruptions or defects in the hotel's services occur, the hotel will endeavour to remedy them upon becoming aware of them or upon the customer's prompt complaint. The customer is obliged to contribute what can reasonably be expected of them to remedy the disruption and to minimise any possible damage.

7.2 The hotel is liable to the customer for items brought into the hotel in accordance with the statutory provisions. The hotel recommends using the hotel or room safe. If the customer wishes to bring in money, securities and valuables worth more than EUR 800 or other items worth more than EUR 3,500, a separate safekeeping agreement with the hotel is required.

7.3 If a parking space in the hotel garage or car park is provided to the customer, even for a fee, this does not constitute a contract of safekeeping. In the event of loss of or damage to motor vehicles parked or manoeuvred on the hotel premises and their contents, the hotel is liable only in accordance with clause 7.1, sentences 1 to 4 above.

7.4 Wake-up calls are carried out by the hotel with the utmost care. Messages for customers are handled with care. Subject to prior agreement with the customer, the hotel may accept and store mail and goods deliveries and, on request and for a fee, forward them. The hotel is liable in this respect only in accordance with clause 7.1, sentences 1 to 4 above.

8 Final provisions

8.1 Amendments and additions to the contract, the acceptance of the request or these General Terms and Conditions should be made in text form. Unilateral amendments or additions are invalid.

8.2 If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction is Buxtehude. However, the hotel may also choose to sue the customer at the customer's registered office. The same applies to customers not covered by sentence 1 if they do not have their registered office or place of residence in a member state of the EU.

8.3 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

8.4 The hotel is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.