

Terms and Conditions MY PLACE Hotel

10/2019

1. Area of application

1.1 These General Terms and Conditions (GTC) apply to accommodation contracts concluded between the MY PLACE Hotel (hereinafter referred to as the "Hotel") and a third party (hereinafter referred to as the "Guest").

1.2 The terms and conditions are visibly displayed in the hotel. Within the meaning of the provisions of the German Civil Code (BGB) they are thus considered to be brought sufficiently to the attention of guests, customers, lease parties and third parties.

1.3 Deviating provisions, even if they are contained in the General Terms and Conditions of the guest or the purchaser, shall not apply unless they are expressly acknowledged in writing by the Hotel.

2. Conclusion of contract

2.1 By accepting a reservation request made by the guest in the form of a reservation confirmation of the hotel, an accommodation contract is concluded. The contract is always in writing and is binding for both parties.

2.2 Contracting parties are the guest and the hotel. If the reservation is made by a third party for the guest, the latter is fully liable to the hotel for all contract obligations. Each purchaser is also obliged to pass on all relevant booking information to the guest.

2.3 The resale or subletting of booked rooms is prohibited. In particular, the resale of rooms to third parties at higher prices than the actual room rates is inadmissible.

2.4 The use of the rooms for purposes other than accommodation is prohibited.

2.5 All rooms at MY PLACE Hotel are non-smoking rooms. In the event of non-compliance, we will charge a one-off cleaning fee of EUR 150.00 and reserve the right to assert claims for damages in the event of loss of revenue.

3. Services and payment

3.1 The hotel is obliged to keep the rooms reserved for the guest available in accordance with the applicable terms and conditions and to fulfill the booked services. The hotel hereby undertakes to make the reserved room category available and is not obliged to provide a specific room.

3.2 The price is the booked tariff and the service description. There is no fixed price list. Tariffs and services are subject to change.

3.3 The guest is obligated to pay the hotel's prices applicable or agreed for the room allocation and the additional services used by him. This also applies to services provided by the guest or the purchaser and expenses of the hotel towards third parties.

3.4 Prices are inclusive of VAT. Should there be more than 4 months between the conclusion of the contract and the fulfillment of the contract and the price generally charged by the hotel for such services increases, the price may be increased within reasonable limits. However, at most by 10%.

3.5 Transfers (eg change of number of rooms, length of stay) entitle the hotel to request different prices.

3.6 The guest agrees to pay the price of the entire overnight stay on arrival. Valid means of payment are Cash in Euro, EC Card, Master Card, Visa Card in Euro. It is not possible to provide services for later invoices. In case of arrival outside reception opening hours, the hotel may deduct the total amount of the stay from the credit card.

3.7 Hotel bills are payable 7 days after receipt without deduction. The guest is in default at the latest if he does not pay within 7 days of the due date and receipt of an invoice. For each reminder after default, the hotel may charge a reminder fee of 5.00 euros. The hotel reserves the right to assert a higher damage.

3.8 The hotel reserves the right to demand a prepayment in special cases (eg group bookings, long stays). The amount of the

advance payment and the due date are agreed separately between the contractual partners.

3.9 The guest can only set off or reduce an undisputed or legally established claim against a claim of the hotel.

4. Arrival and departure

4.1 Reserved rooms are available to the guest from 3 pm on the day of arrival and until 11 am on the day of departure. In case of non-departure at 11.00 am the hotel may charge the price for another day.

4.2 The guest can request a late check-out. The hotel reserves the right to withdraw from this agreement at any time.

5. Cancellations, resignation of the guest

5.1 The guest has a right of withdrawal at any time. The hotel is entitled to reasonable compensation in such a case.

5.2. If the contract is terminated in whole or in part by the contracting party by cancellation, this must be done in writing. The hotel must give its consent.

5.3 In general, the resignation flat rates listed below apply. However, the hotel reserves the right to change the cancellation policy in special cases (such as events, group bookings, long stays). The cancellation policy applicable to each reservation is stated in the reservation confirmation. These are binding and apply not only to the overnight stay but also to the additional services booked.

5.4 Cancellation fees for cancellations of single bookings with the flexible rate

a) For reservations from Sunday to Thursday, the reservation can be canceled free of charge until 18:00 2 days before arrival, thereafter 100% of the total price of the room.

b) If the booking includes a Friday, Saturday or a public holiday, the reservation can be canceled free of charge until 18:00, 7 days before the arrival date. Thereafter, 100% of the total price of the room will be charged.

c) If the guest does not arrive 100% of the booked stay will be charged. The hotel may deduct the amount from the credit card provided.

5.5 Cancellation fees for group bookings

a) Bookings are considered a group booking for a minimum of 3 rooms.

b) For group bookings of 3 rooms or more, different reservation and cancellation policies apply depending on the size of the group and length of stay. The provisions are set out in the offer and in the reservation confirmation and are binding for both contracting parties.

5.6 Cancellation policies for discounted rates

(a) bookings shall be deemed to be discounted if they are cheaper than the flexible rate

b) For discounted rates, separate reservation and cancellation conditions apply. These conditions are stipulated in the offer and in the reservation confirmation and are binding for both contracting parties.

6. Resignation of the hotel

6.1 The hotel is entitled to withdraw from the contract for justifiable reasons. Objectively justified is a reason, for example, if force majeure or other circumstances beyond the hotel's control make fulfillment of the contract impossible, or if rooms were booked with misleading or incorrect information relating to crucial facts (eg concerning the guest or purpose), or if the hotel has reasonable reason to believe that the use of hotel services may endanger the smooth operation, security or reputation of the hotel. If the cancellation of the hotel is justified, the contracting party is not entitled to compensation.

6.2 The hotel is entitled to withdraw from the contract and to re-allocate the room if an advance payment is not made within the agreed period.

6.3. The hotel must inform the guest of the exercise of the right of withdrawal in writing.

6.4. In the aforementioned cases of withdrawal there is no claim of the guest for damages.

7. Liability and liability risks

7.1 The guest is liable to the hotel for all damage to the inventory and the building, which are caused by him or by third parties who take advantage of the services of the hotel at the request thereof. Replacement for any damage or lost keys will be charged and payable at the latest on departure.

7.2 Carried personal and other items are at the risk of the guest in the house. The hotel does not take care of guarding or storage. The hotel assumes no liability for loss, destruction or damage except in case of gross negligence or intent of the hotel. The insurance of the brought objects is up to the customer. It is expressly stated that the hotel does not offer storage space in a hotel safe or similar security containers. The contribution by the guest is therefore at his own risk.

7.3 If the guest is provided with a parking space for a fee, this does not constitute a custody agreement. There is no obligation to monitor the vehicle and leave things in the vehicle. In the event of loss or damage to vehicles parked or parked in the underground car park, the hotel is not liable.

8. Obligation to cooperate

8.1 The guest is obliged to report any complaints immediately to the hotel staff. The hotel will provide immediate relief if possible. If the guest culpably fails to report the defect, there is no entitlement to a reduction.

9. House rules

9.1 The house rules are part of the general terms and conditions and are visible in every room. In case of violations of the house rules, the accommodation contract can be terminated without notice. For unused rooms, the agreed cancellation fees are due.

9.2 The hotel is also entitled to charge the consequences of the breach to the guest / group.

10. Final provisions

10.1 Changes or additions to the contract must be made in writing. Unilateral changes are ineffective.

10.2 Place of fulfillment and payment is Hamburg.

10.3 The law of the Federal Republic of Germany applies.

10.4 Should individual provisions of these General Terms and Conditions be or become ineffective or void for inclusion, this shall not affect the validity of the remaining provisions.

10.5 The statutory regulations apply.