

StrandGut Resort GmbH & Co. KG General Terms and Conditions

St. Peter-Ording, January 2020

I. SCOPE OF APPLICATION

1. These General Terms and Conditions (GTC) apply to all services provided by StrandGut Resort GmbH & Co. KG (subsequently "hotel") to the guest, the organiser or other contractual partners (subsequently "contractual partner"). The services consist in particular of the provision of hotel rooms and other premises for use in return for payment, e.g. for seminars, meetings, presentations, conferences, banquets and other events, the sale of food and beverages (F&B), the organisation of sporting events and other programmes, the implementation of special health-promoting activities or comparable offers as well as for all other services and supplies of the hotel associated with them. The hotel is entitled to fulfil its services through third parties.
2. These GTC apply to all types of contracts such as hotel accommodation, package holidays, contingent or event contracts concluded with the hotel. The GTC shall also apply to all future transactions with the contractual partner.
3. The contractual partner's GTC shall not apply, even if the hotel does not expressly object to them. Any counter-confirmations from the contractual partner with reference to its GTC are hereby contradicted.

II. CONTRACT CONCLUSION

1. The respective contract shall be concluded in principle following a verbal or written application by the contractual partner and acceptance by the hotel. The hotel is free to accept the application in writing, verbally, in text form (e-mail, fax) or conclusively by providing the service.
2. If the contractual partner concludes a so-called contingent contract, the contractual partner shall be liable for all damage culpably caused by the end user.
3. The subletting or reletting or the free use of the rooms provided by third parties as well as the use for anything other than accommodation purposes is only permitted if the hotel expressly allows this. The hotel may grant a written exception here at its own discretion on request.

III. ROOM USE, ROOM HANDOVER, DEPARTURE

1. The rooms are made available exclusively for accommodation purposes. Dogs may only be brought along with the prior consent of the hotel and at a separate charge.
2. The contractual partner shall be liable to the hotel for all damage caused by them or by third parties who receive the hotel's services at their instigation.
3. The contractual partner has no claim to the use of certain rooms. If rooms are not available in the hotel, the hotel will inform the contractual partner immediately and offer a substitute of equal value in a nearby hotel of the same category. If the contractual partner refuses, the hotel shall immediately reimburse any payments made by the contractual partner.

4. Booked rooms are available to the contractual partner from 3.00 p.m. on the day of arrival. The contractual partner has no claim to earlier provision of rooms. Unless otherwise agreed, the hotel has the right to assign booked rooms to other parties after 6.00 p.m., without the contractual partner being able to derive any rights or claims from this.
5. The rooms must be vacated by 11.00 a.m. at the latest on the day of departure. After this, the hotel may charge 25% of the overnight rate (day rate) for the additional use of the room until 2.30 p.m., 80% from 3.00 p.m. and 100% from 5.00 p.m., in addition to any losses as a result of this.
6. Smoking: We are a non-smoking hotel! Cleaning fee for non-observance: If we find that you have nevertheless smoked in your room, we will have to charge you for it (at least one night's stay at the daily rate applicable at the time) until we can sell it again as odourless.

IV. EVENTS

1. To enable careful preparation by the hotel, the contractual partner shall notify the hotel of the final number of participants no later than three days before the start of the event. If the contractual partner 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 contractual partner is not entitled to hold the event with a higher number of participants. If the hotel agrees, the billing will be based on the new agreement (with additional expenses, if applicable). The contractual partner shall not be entitled to consent. Irrespective of the notification of the number of participants, the billing shall be based on the contractual agreements. If fewer participants actually take part in the event, this is irrelevant for billing.
2. If the agreed time for the start of the event is postponed, the hotel shall be entitled to charge the contractual partner for all additional costs incurred as a result.
3. Reserved rooms shall only be available to the contractual partner for the period agreed in writing. Any use beyond this requires the written consent of the hotel and is generally only granted against additional payment. We reserve the right to make room changes insofar as these are reasonable for the contractual partner, taking the hotel's interests into account.
4. For events that continue beyond 1.00 a.m., the hotel may charge EUR 80.00 plus VAT per hour or part thereof, unless expressly agreed otherwise in writing. The contractual partner shall be liable to the hotel for additional services provided to the event participants or to third parties in connection with the event.
5. The contractual partner shall procure all official permits at its own expense, unless expressly agreed otherwise in writing. The contractual partner is responsible for compliance with all relevant (regulatory) legal requirements. Fees payable to third parties for the event, such as GEMA fees, entertainment tax, etc., shall be paid by the contracting partner directly to the creditor without delay.
6. The contractual partner shall be liable for the conduct of its employees, event participants and other auxiliary staff as for its own conduct. The hotel may require the contractual partner to provide appropriate security (e.g. insurance, deposits, guarantees).
7. The installation and placement of decorative materials or other objects must be agreed with the hotel in advance to prevent damage. Exhibits and other objects brought along must be removed after the end of the event. If the contractual partner fails to comply with this provision, the hotel shall have the right to remove and store the item for a fee. Transport packaging, outer packaging and all

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other packaging materials brought in are to be disposed of by the contractual partner at their own expense. Disposal may be carried out for a fee if the contractual partner leaves the packaging behind after the end of the event. All objects brought into the event, such as decoration material etc., must comply with all relevant regulations.

8. The hotel does not provide insurance cover for items brought into the hotel. The conclusion of any necessary insurance is the sole responsibility of the contractual partner.
9. Faults or defects in facilities provided by the hotel shall be remedied as far as is possible for the hotel. The contractual partner cannot derive any claims in this context.
10. If the contractual partner brings in its own electrical equipment, it shall require the consent of the hotel management before connecting it to the mains. The electricity consumption incurred shall be charged according to the valid provision and working prices as charged to the hotel by the utility company. The hotel is free to record and charge a flat rate. Any faults or defects in the hotel's technical equipment caused by connection shall be at the expense of the contractual partner.
11. With the consent of the hotel, the contractual partner is entitled to use its own telephone, fax and data transmission facilities. The hotel may charge a connection fee for this. If suitable hotel facilities remain unused as a result, the hotel may charge a cancellation fee.
12. If the hotel procures technical or other equipment from third parties for the contractual partner, the hotel shall act in the name and for the account of the contractual partner; the contractual partner shall be liable for the careful handling and proper return of such equipment and shall indemnify the hotel against all third-party claims upon first written request. The hotel's liability due to untimely procurement or defectiveness of the procured facilities is excluded.
13. The contractual partner may not bring food and drinks to the events. A written agreement can be made on this in special cases (e.g. national specialities etc.). In these cases, a general expense fee is calculated by deducting the pro rata cost of goods. In the event of a breach, the hotel shall be entitled to claim a flat-rate amount of damages per participant for the loss incurred which would have accrued for the hotel for the provision of the service. The hotel does not accept any liability whatsoever for damage to health caused by the consumption of food and drink brought in by guests.
14. Newspaper advertisements containing invitations to job interviews or sales events generally require the hotel's prior written consent. If publication takes place without consent, the hotel has the right to cancel the event.
15. Any kind of advertising, information, invitations through which a reference to the hotel is established, in particular through the use of the hotel name, requires the hotel's prior written consent.

V. PROVISION OF SERVICES, PRICES, PAYMENTS, SET-OFF AND ASSIGNMENT

1. The prices of the respective services are defined by the hotel's price list valid at the time the service is provided. All prices include the currently valid statutory value added tax. The prices do not include public charges such as visitor's tax, cultural promotion tax (so-called "bed tax"). The aforementioned taxes shall be additionally met by the contractual partner. The respective amounts shall be invoiced to them separately. Increases in value added tax shall be met by the contractual partner. If the period between concluding the contract and the first contractual service exceeds 120 days, the hotel has the right to increase prices by a maximum of 15%. Subsequent changes to the services may lead to changes in prices. The hotel is entitled

to demand an advance payment or security deposit of up to 100% of the contractual partner's total payment obligation from the contractual partner upon conclusion of the contract. The amount of the advance payment and the payment dates can be specified in the contract. 100% advance payment is required when booking the Best Price Rate. The credit card given at the time of booking will be charged immediately after booking. The Best Price Rate cannot be cancelled.

2. Invoices are to be paid immediately in cash or by credit card. The hotel is entitled to refuse foreign currency, cheques and credit cards. Vouchers from tour operators will only be accepted if a credit agreement exists with the company concerned or if corresponding advance payments have been made. Reimbursement for services not used is excluded.
3. The hotel's claim for payment is due without deduction immediately upon receipt of the respective invoice. An invoice shall be deemed to have been received by the invoice recipient no later than 3 days after dispatch, unless proof of earlier receipt can be provided. In the event of default in payment, the hotel shall be entitled to charge the statutory default interest applicable at the time.
4. The issuing of a collective invoice does not release the contractual partner from the timely payment of the individual invoices. A delay in payment of even one individual invoice shall entitle the hotel to withhold all further and future services and to make the fulfilment of the services dependent on the provision of security in the amount of up to 100% of the outstanding payment.
5. A reminder fee of EUR 5 will be charged for each reminder. All further collection costs incurred shall be met by the contractual partner.
6. The contractual partner may only offset a claim from the hotel if its claim is undisputed or established as final and absolute. This shall apply mutatis mutandis to the exercising of a right of retention on account of the contractual partner's own claims. Claims and other rights may only be assigned with the hotel's written consent.
7. If the contractual partner uses a credit card for the payment of hotel services with advance payment obligation (e.g. general orders with advance payment, guaranteed booking or vouchers) without physically presenting it (e.g. by telephone, online or similar), the contractual partner is not entitled in relation to the hotel to have this charge revoked by its credit card institute.

VI. CANCELLED SERVICE / REDUCED SERVICE

1. Reservations made by the contractual partner are binding for both contract partners after acceptance by the hotel. In the event of cancellation or reduction by the contractual partner, the latter shall pay the following compensation:
 - a) No compensation if written cancellation or reduction is received by the hotel up to 2 days (7 days at Easter, Ascension, Whitsun, July and August, Christmas and New Year's Eve) before the start of the service provision period. In the case of last-minute bookings and cancellations, less than 2 days (7 days at Easter, Ascension, Whitsun, July and August, Christmas and New Year's Eve) before arrival, the booking can be changed once free of charge, but cannot be cancelled again free of charge. Except for the Best Price Rate, which cannot be cancelled.
 - b) Compensation of 80% of the value of the ordered services, for the first 3 nights booked, if a rebooking has to be cancelled.
 - c) In the event of a no-show, the claim to booked subsequent nights shall lapse. 100% of the overnight rate will be charged for the first night and 80% each for a maximum of 2 subsequent nights.

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d) For group reservations (5 rooms or more), separate cancellation deadlines apply, which are contractually agreed in each case.

1. The contractual partner is entitled to prove that the damage suffered by the hotel is non-existent or less.
2. If the hotel is able to provide the cancelled service to other third parties in the agreed period, the contractual partner's compensation shall be reduced by the amount paid by such third parties for the cancelled service, but not more than the total compensation.

do not constitute a custody agreement. The hotel is not liable for damage to or loss of vehicles parked on the hotel premises and their contents.

6. Any items left behind by the contractual partner / overnight guest will only be forwarded at the request, risk and expense of the contractual partner. The hotel keeps the items for 6 months and charges an appropriate monetary fee for this.
7. All the contractual partner's claims against the hotel arising from or in connection with the contract shall become statute-barred after the expiry of one year, beginning with the end of the year in which the claim arose and the contractual party became aware of the circumstances giving rise to the claim or should have become aware without gross negligence.

VII. CANCELLATION / TERMINATION BY THE HOTEL

1. In accordance with the statutory regulations, the hotel is entitled to withdraw from the contract (Article 323 of the German Civil Code) or terminate the contract (Article 314) if
 - a) The contractual partner fails to make a due payment.
 - b) The fulfilment of the contract is impossible due to force majeure, strike or other circumstances for which the hotel is not responsible.
 - c) The contractual partner makes misleading or false statements about essential data.
 - d) The contractual partner uses the name of the hotel in advertising without prior written consent.
 - e) Rooms which are the subject matter of the contract are sublet in whole or in part without the hotel's written consent.
 - f) The hotel has reasonable grounds to believe that the use of the hotel service may jeopardise the smooth running of the business, the safety or the reputation of the hotel in public.
2. The hotel shall notify the contractual partner of the exercising of the withdrawal/cancellation in writing without delay, at the latest within 14 days of the reason becoming known. Cancellation of the contract by the hotel shall not give rise to any claims for damages or other compensation on the part of the contractual partner. A claim by the hotel for compensation for any damage incurred and expenses incurred by it shall remain unaffected in the event of justified termination of the contract.

VIII. HOTEL'S LIABILITY, OBJECTS BROUGHT IN, LIMITATION PERIOD

1. The hotel is liable for all legal and contractual claims in principle only in the case of intentional or grossly negligent conduct.
2. In exceptional cases, the hotel is liable for slight negligence in the event of damage
 - a) Based on the breach of essential contractual obligations. In these cases, liability shall be limited to the foreseeable damage typical for this type of contract.
 - b) Due to injury to life, body and health.
 1. The hotel's liability for consequential or indirect damages is excluded.
 2. Exclusions and limitations of liability shall apply in the same way in favour of all companies employed by the hotel to fulfil its contractual obligations, their subcontractors and vicarious agents. They do not apply if the hotel assumes a guarantee for the quality of an item or work or in the case of fraudulently concealed defects.
 3. The contractual partner is obliged to notify the hotel of any recognisable defects without delay, at the latest on departure.
 4. The statutory provisions of Articles 701 ff of the German Civil Code (BGB) shall apply to objects brought in by the contractual partner.
 5. Vehicles parked on the hotel premises, even against payment,

IX. ADDITIONAL PROVISIONS FOR PACKAGE HOLIDAY CONTRACTS

1. If, in addition to providing board and lodging, the hotel's service obligation consists of organising a leisure programme as its own paid service, this constitutes a so-called package holiday contract.
2. The contractual partner cannot assert any claims due to changes, deviations or reductions of individual services within the framework of a package holiday contract that become necessary after conclusion of the contract if they are merely insignificant.
3. If agreed and provided services are not used by the contractual partner, a reduction or refund of the total fee is not possible.
4. The hotel shall not be liable for any damage suffered by the contractual partner on the occasion of the use of a special service provided by a third party. In this respect, the contractual partner is referred to the enforcement of their claims against the respective organiser of the special service.

X. PLACE OF PERFORMANCE AND PAYMENT, PLACE OF JURISDICTION, ANCILLARY AGREEMENTS, PARTIAL INVALIDITY

1. The place of performance and payment for both parties is the hotel's registered office.
2. German law applies. The application of the United Nations Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
3. With the exception of private end consumers, the hotel's place of business is agreed as the exclusive place of jurisdiction for all claims arising from or on the basis of the respective contract.
4. Ancillary agreements, amendments or supplements to these General Terms and Conditions must be made in writing. Unilateral amendments and supplements by the contractual partner are invalid.
5. If individual provisions of these General Terms and Conditions are or become ineffective or void, the effectiveness of the remaining provisions shall remain in full force and effect. The contractual partners undertake to replace the invalid provision with one that is valid and comes as close as possible to the meaning of the invalid provision. Apart from that, the statutory legal provisions shall apply.

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