

GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT

(As of October 2026)

1. SCOPE OF APPLICATION

- 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 RESORT MARK BRANDENBURG to the guest in this connection (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" (Hotelaufnahmevertrag) includes and replaces the following terms: accommodation contract (Beherbergungsvertrag), guest admission contract (Gastaufnahmevertrag), hotel contract (Hotelvertrag), hotel room contract (Hotelzimmervertrag). The legal contracting party is Seetor Invest Betriebsgesellschaft Neuruppin Hotel GmbH.
- 1.2. The subletting or re-letting of the rooms provided and their use for purposes other than accommodation require the prior express consent of RESORT MARK BRANDENBURG in text form, whereby the right of termination pursuant to Section 540 (1) sentence 2 of the German Civil Code (BGB) is waived.
- 1.3. The guest's general terms and conditions shall only apply if this has been expressly agreed in text form.

2. CONCLUSION OF CONTRACT, CONTRACTING PARTIES, DUTY TO NOTIFY

- 2.1. The contract is concluded upon acceptance of the guest's application by RESORT MARK BRANDENBURG. RESORT MARK BRANDENBURG is free to confirm the room booking in text form. If the booking is made via the website of RESORT MARK BRANDENBURG, the contract is concluded by clicking the "Book with obligation to pay" button.
- 2.2. The guest is obliged to inform RESORT MARK BRANDENBURG without being asked, at the latest upon conclusion of the contract, if the use of the hotel services is likely to jeopardise the smooth running of business, the security or the public reputation of RESORT MARK BRANDENBURG.

3. SERVICES, PRICES, PAYMENT, SET-OFF

- 3.1. RESORT MARK BRANDENBURG is obliged to keep the rooms booked by the guest available and to provide the agreed services.
- 3.2. The guest is obliged to pay the prices agreed or applicable at RESORT MARK BRANDENBURG for the provision of the room and for any further services used by the guest. This also applies to services commissioned by the guest directly or via RESORT MARK BRANDENBURG that are provided by third parties.
- 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 under the respective municipal law, such as visitor's tax. In the event of a change in statutory value added tax or the introduction, change or abolition of local levies on the subject matter of the service after conclusion of the contract, the prices will be adjusted accordingly.



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- For contracts with consumers, this only applies if the period between conclusion of the contract and performance of the contract exceeds four months.
- 3.4. If payment by invoice has been agreed, payment must be made – subject to any agreement to the contrary – within ten days of receipt of the invoice without deduction. The guest agrees that the invoice may be sent electronically.
- 3.5. For each reminder issued after default has occurred, the guest shall reimburse RESORT MARK BRANDENBURG for reminder costs of €5. The guest is free to prove that no costs or only significantly lower costs were incurred. In the case of guests who are not consumers, RESORT MARK BRANDENBURG may instead also assert the claim under Section 288 (5) of the German Civil Code (BGB).
- 3.6. RESORT MARK BRANDENBURG is entitled to demand a reasonable advance payment or security from the guest 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. In the event of default in payment by the guest, the statutory provisions apply.
- 3.7. In justified cases, for example if the guest is in arrears with payment or the scope of the contract is extended, RESORT MARK BRANDENBURG is entitled, even after conclusion of the contract and up until the start of the stay, to demand an advance payment or security within the meaning of Clause 3.6 above, or an increase in the advance payment or security agreed in the contract up to the full agreed remuneration.
- 3.8. RESORT MARK BRANDENBURG is further entitled to demand from the guest, at the start of and during the stay, a reasonable advance payment or security within the meaning of Clause 3.6 above, insofar as such payment or security has not already been provided in accordance with Clauses 3.6 and/or 3.7 above.
- 3.9. The guest may only set off or offset an undisputed claim or a claim established by final and binding judgment against a claim of RESORT MARK BRANDENBURG.
- 4. WITHDRAWAL/TERMINATION (“CANCELLATION”) BY THE GUEST**
- NON-USE OF THE SERVICES OF RESORT MARK BRANDENBURG (“NO SHOW”)**
- 4.1. The guest may only unilaterally release themselves from the contract if a right of withdrawal has been agreed in the contract or if there is a statutory right of withdrawal or termination. The agreement of a right of withdrawal and any consent by RESORT MARK BRANDENBURG to the cancellation of the contract must in each case be given in text form.
- 4.2. If a date for withdrawal from the contract free of charge has been agreed between RESORT MARK BRANDENBURG and the guest, the guest may withdraw from the contract until that date without triggering any claims for payment or damages by RESORT MARK BRANDENBURG. The guest's right of withdrawal expires if the guest does not exercise it vis-à-vis RESORT MARK BRANDENBURG in text form by the agreed date.
- 4.3. If a right of withdrawal has not been agreed or has already expired, or if there is no statutory right of withdrawal or termination, and RESORT MARK BRANDENBURG does not consent to the cancellation of



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the contract, RESORT MARK BRANDENBURG retains its claim to the agreed remuneration despite the services not being used. RESORT MARK BRANDENBURG shall credit the income from other lettings of the rooms as well as the expenses saved. If the rooms are not let to others, RESORT MARK BRANDENBURG may demand the contractually agreed remuneration and calculate the deduction for expenses saved as a flat rate. In this case, the guest 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 arrangements and 60% for full-board arrangements. The guest is free to prove that the aforementioned claim has not arisen or has not arisen in the amount claimed.

5. WITHDRAWAL BY RESORT MARK BRANDENBURG

- 5.1. If it has been contractually agreed that the guest may withdraw from the contract free of charge within a certain period, RESORT MARK BRANDENBURG is in turn entitled during this period to withdraw from the contract in whole or in part if there are requests from other guests for the rooms booked under the contract and the guest, when asked by RESORT MARK BRANDENBURG and given a reasonable deadline, does not waive their right of withdrawal. This applies accordingly where an option has been granted, if other requests have been received and the guest, when asked by RESORT MARK BRANDENBURG and given a reasonable deadline, is not prepared to make a firm booking.
- 5.2. If an advance payment or security agreed or demanded in accordance with Clause 3.6 and/or Clause 3.7 is not made even after a reasonable grace period set by RESORT MARK BRANDENBURG has expired, RESORT MARK BRANDENBURG is likewise entitled to withdraw from the contract.
- 5.3. Furthermore, RESORT MARK BRANDENBURG is entitled to withdraw from the contract extraordinarily for an objectively justified reason, in particular if
- force majeure or other circumstances for which RESORT MARK BRANDENBURG is not responsible make performance of the contract impossible;
 - hotel services are culpably booked by giving misleading or false information or by concealing facts material to the contract. Material facts may include the identity of the guest, their solvency or the purpose of their stay;
 - RESORT MARK BRANDENBURG has justified reason to assume that the use of the hotel service may jeopardise the smooth running of business, the security or the public reputation of RESORT MARK BRANDENBURG, without this being attributable to the sphere of control or organisation of RESORT MARK BRANDENBURG;
 - the purpose of or the reason for the stay is unlawful;
 - there is a breach of Clause 1.2.
- 5.4. RESORT MARK BRANDENBURG may prevent or stop unauthorised job interviews, sales events and similar events in exercise of its domiciliary rights.



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- 5.5. Justified withdrawal by RESORT MARK BRANDENBURG does not give rise to any claim for damages by the guest. Should RESORT MARK BRANDENBURG have a claim for damages against the guest in the event of withdrawal pursuant to Clause 5.2 or 5.3 above, RESORT MARK BRANDENBURG may claim this as a flat rate. Clause 4.3 applies accordingly in this case.

6. ROOM BOOKING, HANDOVER AND RETURN

- 6.1. The guest does not acquire any claim to the provision of specific rooms unless this has been expressly agreed in text form.
- 6.2. Unless an earlier time of availability has been expressly agreed, booked rooms are available to the guest from 4 pm on the agreed day of arrival.
- 6.3. Unless a later arrival time has been expressly agreed or the room in question has been paid for in advance, RESORT MARK BRANDENBURG has the right to allocate booked rooms to other guests after 6 pm, without the guest being able to derive any claim against RESORT MARK BRANDENBURG from this. There is no obligation to allocate the rooms to other guests.
- 6.4. On the agreed day of departure, the rooms must be vacated and made available to RESORT MARK BRANDENBURG by 11 am at the latest. Use beyond this time in return for a time-based fee may – subject to availability – be agreed with RESORT MARK BRANDENBURG.
- 6.5. Should the guest use the room beyond 11 am without having previously made an agreement to this effect with RESORT MARK BRANDENBURG, RESORT MARK BRANDENBURG may, owing to the late vacating of the room, charge 50% of the full list price for its use beyond the contractual period until 6 pm, and at least 90% from 6 pm. This does not give rise to any contractual claims on the part of the guest. The guest is free to prove that no claim, or a significantly lower claim, to a usage fee has arisen for RESORT MARK BRANDENBURG.

7. LIABILITY OF RESORT MARK BRANDENBURG

- 7.1. RESORT MARK BRANDENBURG is liable in accordance with the statutory provisions for damage for which it is responsible resulting from injury to life, body or health.
- 7.2. For all other damage, RESORT MARK BRANDENBURG is liable if such damage is based on an intentional or grossly negligent breach of duty or on a culpable breach of contract-typical obligations by RESORT MARK BRANDENBURG. Contract-typical obligations are those obligations which make the proper performance of the contract possible in the first place and on whose fulfilment the guest relies and may rely. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by RESORT MARK BRANDENBURG. In these cases, liability is limited to the foreseeable damage typical of the contract. Further claims for damages are excluded.
- 7.3. Should disruptions or defects occur in the services of RESORT MARK BRANDENBURG, RESORT MARK BRANDENBURG will endeavour to remedy them upon becoming aware of them or upon the guest's



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- immediate complaint. The guest is obliged to contribute whatever can reasonably be expected of the guest in order to remedy the disruption and to keep any possible damage to a minimum. In addition, the guest is obliged to notify RESORT MARK BRANDENBURG without delay of the possibility of exceptionally high damage occurring.
- 7.4. RESORT MARK BRANDENBURG is liable to the guest for items brought in in accordance with the statutory provisions, but up to a maximum of €3,500.00. For valuable items (cash, jewellery, mobile phones, technical equipment, etc.), this liability is limited to a total value of €800.00. Use of the hotel or room safe is recommended. If the guest wishes to bring in valuable items with a total value of more than €800.00 or other items with a total value of more than €3,500.00, a separate safekeeping agreement must be concluded with RESORT MARK BRANDENBURG.
- 7.5. Items left behind by the guest will only be forwarded at the guest's request, risk and expense. RESORT MARK BRANDENBURG will keep the items for three months; thereafter, if they are of recognisable value, they will be handed over to the local lost property office. If the lost property office is not prepared to accept them, the items will be kept for a further nine months and then either utilised or destroyed. The above provisions apply accordingly to the liability of RESORT MARK BRANDENBURG.
- 7.6. If the guest is provided with a parking space in the hotel garage or in a hotel car park, even for a fee, this does not constitute a safekeeping contract. RESORT MARK BRANDENBURG has no duty of surveillance. In the event of loss of or damage to motor vehicles parked or manoeuvred on the hotel premises and their contents, RESORT MARK BRANDENBURG is only liable in accordance with Clauses 7.1 and 7.2 above. Any damage must be reported to RESORT MARK BRANDENBURG without delay.
- 7.7. Wake-up calls are carried out by RESORT MARK BRANDENBURG with the utmost care. Messages, mail and consignments of goods for guests are handled with care. RESORT MARK BRANDENBURG undertakes the delivery and storage (in the case of consignments of goods, however, only after prior agreement) and – on request – for a fee, the forwarding of such items. RESORT MARK BRANDENBURG is only liable for this in accordance with Clauses 7.1 and 7.2 above.
- 8. FINAL PROVISIONS**
- 8.1. Amendments or additions to the contract or to these General Terms and Conditions must be made in text form. Unilateral amendments or additions by the guest are invalid.
- 8.2. If the guest is a merchant (Kaufmann) or a legal entity under public law, the exclusive place of jurisdiction is Neuruppin. RESORT MARK BRANDENBURG may alternatively choose the guest's registered office as the place of jurisdiction. The same applies in each case to guests who do not fall under sentence 1 if they do not have their registered office or place of residence in a member state of the EU.



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- 8.3. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and of conflict-of-laws rules is excluded.
- 8.4. We are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.
- 8.5. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions apply.
- 8.6. This English version is a translation of the German original. In the event of any discrepancies or differences in interpretation between the German and the English version, the German version shall prevail.



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