

General Terms and Conditions

1. Scope of Application

These General Terms and Conditions (GTC) apply to all contracts for the rental of hotel rooms for accommodation purposes, concluded between Hotel MeerLand GbR as the operating company of Hotel MeerLand in Germany and third parties (Guest), as well as to all other services and deliveries provided by Hotel MeerLand (Accommodation Contract).

2. Reservations

By making a reservation, the Guest offers to enter into an Accommodation Contract. Subject to availability of the booked room, the Guest will receive a booking confirmation from Hotel MeerLand. By accepting the reservation made by the Guest, an Accommodation Contract is concluded between Hotel MeerLand and the Guest.

Offers from Hotel MeerLand regarding available rooms are non-binding and subject to change. Hotel MeerLand may, at its sole discretion, refuse to enter into an Accommodation Contract.

There is no entitlement to use of the accommodation service in a specific room. Hotel MeerLand reserves the right to define industry-standard restrictions such as minimum stays, booking guarantees, or deposits for certain dates.

3. Cancellation Deadlines

Cancellation within the cancellation period stated on the booking confirmation is not permitted. Hotel MeerLand retains its claim to the agreed remuneration, less any expenses saved. The same applies in the event of the Guest's non-arrival (No Show).

4. Accommodation Prices and Other Charges

The prices applicable at the time the contract is concluded, as displayed by Hotel MeerLand, shall apply. The applicable prices are gross total prices and include all statutory taxes, fees, and charges. Local charges owed by the Guest directly under the relevant municipal law, such as visitor's tax (Kurtaxe), are not included.

In the event of changes to tax, fee, or charge rates, or the effective introduction of new taxes, fees, or charges previously unknown to the parties, Hotel MeerLand reserves the right to adjust prices accordingly. For contracts with consumers, this only applies if the period between the conclusion of the contract (booking confirmation) and the price adjustment exceeds four months.

5. Payment Terms

The price of the entire booked accommodation service must be paid by the Guest at the latest upon departure from the hotel. The Guest may not offset claims unless the offset relates to an undisputed or legally established claim. Valid means of payment are cash in Euro, EC card, MasterCard, and Visa.

6. Use of Reserved Rooms

Reserved rooms are available to the Guest from 3:00 p.m. on the day of arrival until 11:00 a.m. on the day of departure. A late check-out may be arranged in advance with the hotel on request and subject to availability. If the hotel agrees to a late check-out, it is entitled to charge EUR 10.00 for each hour or part thereof for the additional use of the room. For departures after 3:00 p.m., the full daily rate of the room will be charged. There is no contractual entitlement to a late check-out.

7. Resale

The resale, sub-letting, or further brokering of booked rooms is prohibited. In particular, the further brokering of rooms and/or room contingents to third parties at prices higher than the actual room prices is not permitted. The assignment or sale of any claim against Hotel MeerLand is also not permitted. In such cases, Hotel MeerLand is entitled to cancel the booking, in particular if the Guest has made false statements to the third party regarding the nature of the booking or payment in connection with the assignment or sale. Use of the hotel room for any purpose other than accommodation is expressly prohibited.

8. Liability of Hotel MeerLand

Hotel MeerLand is liable for damages for which it is responsible arising from injury to life, body, or health. Hotel MeerLand is also liable for other damages based on intentional or grossly negligent breaches of duty by Hotel MeerLand, as well as for damages based on intentional or negligent breaches of duties typical to the contract. A breach of duty by Hotel MeerLand is equivalent to a breach by its legal representatives, employees, or vicarious agents. Further claims for damages are excluded unless otherwise regulated in these GTC.

Should disturbances or defects occur in the services of Hotel MeerLand, Hotel MeerLand will endeavour to provide a remedy upon becoming aware of them or upon the Guest's prompt complaint. The Guest is obliged to do what is reasonable in their power to remedy the disturbance and minimise any potential damage. Furthermore, the Guest is obliged to inform Hotel MeerLand in good time of the possibility of unusually high damage occurring.

Hotel MeerLand is liable for items brought in by the Guest in accordance with statutory provisions. The claim lapses if the Guest does not notify Hotel MeerLand immediately upon becoming aware of the loss, destruction, or damage of the item brought in. If the Guest wishes to bring money, securities, or valuables worth more than EUR 800, or other items worth more than EUR 3,500, into the hotel, this requires a separate written agreement with Hotel MeerLand.

If a parking space on the hotel car park is made available to the Guest, even for a fee, this does not constitute a contract of safekeeping. Hotel MeerLand is not under any obligation to monitor the parking. Hotel MeerLand is liable for all damages within the scope of the rules set out in this Section 8. The Guest is obliged to report any damage immediately, and any obvious damage in any case before leaving the parking facility. Hotel MeerLand is not liable for damages caused solely by other tenants or other third parties, or by weather-related events.

All claims against Hotel MeerLand generally become time-barred within one year from the start of the statutory limitation period. This does not apply to claims for damages or other claims arising from injury to life, body, or health, and/or due to a grossly negligent or intentional breach of duty by Hotel MeerLand.

9. Termination of the Accommodation Contract

Hotel MeerLand is entitled to terminate the Accommodation Contract for good cause. Good cause exists in particular if (i) force majeure or other circumstances for which Hotel MeerLand is not responsible make performance of the contract impossible; (ii) rooms or premises are booked culpably with misleading or false information, or by concealing material facts (which may include the identity of the Guest, ability to pay, or purpose of the stay); (iii) Hotel MeerLand has justified grounds to assume that use of the service may endanger the smooth operation of the business, the safety, or the public reputation of Hotel MeerLand GbR and its hotels, without this being attributable to the sphere of control or organisation of Hotel MeerLand; (iv) the purpose or occasion of the stay is unlawful; or (v) in the case of a resale, sub-letting, and/or further brokering (see Section 7).

10. Vouchers

A voucher purchased from Hotel MeerLand can only be redeemed for in-house services. If a remaining balance is left after payment with the voucher, this balance remains and may be used for further payments. The voucher is valid for 3 years from the date of issue. Vouchers cannot be returned, are not resaleable or transferable, and cannot be redeemed for cash. Vouchers cannot be used for online payments. The purchaser of the voucher is responsible for providing correct details (in particular the email address) to which the voucher and invoice are to be sent.

Right of withdrawal: Declarations regarding vouchers may be withdrawn within 14 days without giving any reason in any form (letter, fax, email) or, if the voucher is delivered before expiry of the period, by returning the voucher. The period begins after receipt of this notice in text form, but not before receipt of the voucher by the recipient. Timely dispatch of the withdrawal or the voucher is sufficient to comply with the withdrawal period. The withdrawal must be addressed to: Hotel MeerLand GbR, Subject: Voucher (Gutschein), Kaydeich 17, 25849 Pellworm, or by email: hotel@meerland-pellworm.de.

11. Food and Drinks Brought from Outside

The consumption of food and drinks brought from outside is prohibited in public areas. Breakfast may only be taken in the rooms designated for this purpose in the public area (restaurant, library). Taking away breakfast items provided is not permitted. The preparation of food in the rooms is prohibited.

12. No Smoking in the Hotel

Hotel MeerLand is a non-smoking hotel. It is therefore prohibited to smoke in both the public areas and the guest rooms. In the event of a violation, Hotel MeerLand has the right to demand from the Guest, as compensation for the special cleaning costs incurred, including any loss of

revenue from the room being unable to be re-let, an amount of EUR 50.00. This compensation amount may be set higher or lower if Hotel MeerLand proves a higher or the Guest proves a lower amount of damage.

13. Pets

Bringing a pet requires the consent of Hotel MeerLand. The Guest is required to make their wish to bring a pet known in advance. If Hotel MeerLand consents to the pet being brought along, this is on the condition that the pet is under the constant supervision of the Guest, is free of disease, and does not otherwise pose a danger to hotel guests or hotel staff. Bringing the pet to breakfast is not permitted. A fee of EUR 10.00 per night applies for the pet. However, guide dogs for the blind, hearing dogs, and other comparable service dogs are an exception. These may be brought along free of charge and at any time.

14. Special Payment and Cancellation Terms

For group bookings of more than ten rooms, contingent contracts, or for correspondingly defined periods, special payment and cancellation terms apply. These will be stated in the booking process and on the booking confirmation, or result from the relevant contracts.

15. Data Protection

The data protection provisions can be viewed at:

[LINK](#)

16. EU Consumer Dispute Resolution

The European Commission provides a platform for online out-of-court dispute resolution (ODR platform), which is available at <https://www.ec.europa.eu/consumers/odr>. Hotel MeerLand currently does not participate in the alternative dispute resolution procedures offered there. Hotel MeerLand is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

17. Final Provisions

Amendments and additions to the Accommodation Contract or the General Terms and Conditions must be made in text form. Unilateral amendments or additions by the Guest are invalid.

The place of jurisdiction for all disputes arising between the parties from the contractual relationship is Husum, insofar as the Guest is a merchant, a legal entity under public law, or a special fund under public law. In all other cases, Husum shall apply as the place of jurisdiction provided that the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) are met and the Guest has no general place of jurisdiction in Germany.

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

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Note: This is an English translation of the original German "Allgemeine Geschäftsbedingungen". In the event of any discrepancy, the original German version shall prevail.