

The Green Rostock Apartment Hotel • Große Wasserstraße 10 • 18055 Rostock

General Terms and Conditions

The Green Rostock Apartment Hotel

I. I.Scope

These terms and conditions apply to contracts for the rental of apartments as well as to all other services and deliveries from The Green Rostock Apartment Hotel.

The subletting of the premises provided as well as the use for other purposes than accommodation (sales or similar events and interviews) require the prior written consent.

II. Conclusion of contract, provision of apartments

The contract is concluded by a fixed reservation and reservation confirmation. Contractual partners are the guest and The Green Rostock Apartment Hotel. If a third party has booked, he is jointly and severally liable together with the guest for all obligations arising from the contract. The guest is not entitled to a specific apartment. The booked apartment is available from 3.30 pm on the day of arrival and until 10.30 am on the day of departure. If the return is after 12.00 noon, the

current daily price will be charged additionally. Arrival requests outside the reception opening hours must be agreed in advance by the guest.

III. Services, prices, payment

The guest is obligated to use the services and deliveries applicable to the provision of the apartment and the other services used. The prices include the applicable value added tax. If the VAT rate increases on the day of performance, the respective agreed prices will change accordingly. The hotel is entitled to charge VAT.

Unless otherwise agreed in the reservation confirmation, the invoice amount is to be paid in full on the day of arrival. For longer stays from seven nights, reservation of several apartments and on public holidays, as well as trade fair dates, The Green Rostock Apartment Hotel may require a deposit or security from the guest when booking.

In the event of default, the statutory provisions shall apply in the event of any assumption of costs. The guest can only offset claims against The Green Rostock Apartment Hotel with undisputed or legally binding claims.

The guest is obliged to indicate on departure the use of other services (eg use of the minibar, use of a parking space). If, after departure, a claim for a service is found without payment of the same or a damage not reported, the hotel reserves the right to charge a default fee of 5.00 euros and to send an invoice. In the case of postal dispatch, the guest must bear the expenses in the current fixing of the postage.

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IV. Withdrawal of the guest

A withdrawal of the guest from the contract concluded with the hotel requires the consent of the hotel. If this is not done, the agreed price from the contract is to be paid even if the customer does not use contractual services (compensation). This does not apply in cases of default of performance of the hotel or an impossibility of performance for which it is responsible.

If a date for withdrawal from the contract has been agreed between the hotel and the customer, the customer can withdraw from the contract until then, without triggering payment or compensation claims of the hotel. The customer's right of withdrawal expires if he does not exercise his right of withdrawal in writing to the hotel by the agreed date, unless there is a case of default of performance of the hotel or an impossibility of performance for which he is responsible.

The costs of a cancellation or the amount of compensation depend on the booked rate. When booking the flexible-cancellable rate, the guest has the right to cancel free of charge until 12 noon on the day before arrival. In case of late cancellation or no-show, 80% of the apartment price will be charged. In case of a cancellation of a stay of seven nights or more, a reservation of several apartments and on public holidays and trade fair dates, a free cancellation is possible up to seven days before arrival. In case of late cancellation or no-show, 80% of the total amount will be charged. When booking the non-refundable rate, the guest waives free cancellation. In case of cancellation or no-show, 100% of the agreed apartment price will be charged.

V. Cancellation of the hotel

If a right of withdrawal of the guest has been agreed within a certain period, the hotel is entitled to withdraw from the contract during this period, if there are requests from other customers for the contractually booked rooms and the guest does not waive his right to withdraw upon request from the hotel. This applies accordingly when granting an option.

If an agreed advance payment is not made even after the expiry of a reasonable grace period set by the hotel with a threat of refusal, the hotel is also entitled to withdraw from the contract. Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons - for example, if force majeure or other circumstances for which the hotel is not responsible make the performance of the contract impossible; Hotel services are booked under misleading or incorrect indication of essential facts, for example in the person of the customer or the purpose; the hotel has justified reason to assume that the use of the hotel service the smooth business operation, may endanger the safety or reputation of the hotel in public, without this endangering the lordship or authority. Organizational area of the hotel is attributable; a violation of the above I. Unauthorized interviews, sales and similar events may prevent or terminate the hotel.

The hotel must inform the guest immediately of the exercise of the right of withdrawal. In case of justified cancellation of the hotel or interruption

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VI. Liability

The Green Rostock Apartment Hotel is liable for its obligations under the contract with the care of a prudent businessman. Should disruptions or defects in the services occur, remedial action will be taken immediately.

The guest is obliged to contribute what is reasonable to him in order to remedy a disturbance and to avert possible damage or to keep it low.

The Green Rostock Apartment Hotel is liable according to the legal regulations for all damages resulting from injury to life, body and health. For items brought by the guest, liability is also assumed within the framework of the statutory provisions.

If a garage or other parking space is provided to the guest, even for a fee, no storage contract is concluded. There is no obligation to monitor. In the event of loss or damage to parked vehicles or their contents, liability shall only be considered in the event of intent or gross negligence.

The loss of the room key must be reported immediately to ensure security in our house. Since the room key belongs to a central locking system, the loss of the room key leads to a calculation of 225.00 euros. The loss price is to be paid immediately. The assertion of a higher damage is reserved. Items left behind will only be returned at the customer's request, risk and costs. The hotel keeps the property for three months, after which, if there is a recognizable value, they are handed over to the local lost property office. If there is no discernible value, the hotel reserves the right to destroy after the expiry of the period.

VII. House rules

Due to the upscale equipment, all guests are expected to handle the device with care. Smoking is only allowed on the balconies and in the garage at the ashtray. In the event of noncompliance, the hotel will charge a fee of 250.00 euros, the same applies if the smell of smoke is detected after departure.

When using the Wi-Fi internet access, the provisions of the legally valid data protection and the protection of children and minors must be observed. Violations of this are in principle notifiable. The hotel assumes no liability for damage caused by failure of the wireless reception.

From 22.00 o'clock on all rooms as well as corridors and on the outdoor area of the property, the night's rest must be observed. Respectful interaction with other guests, residents and staff is expected.

Pets are generally allowed for a fee. The guest is obliged to register his pet in advance.

The hotel corridors are to be kept clear in the context of fire protection. The emergency exit signs and evacuation plans on the apartment doors must be observed.

The consumption of drinks and snacks provided in the apartments must be indicated on departure and paid according to the price list.

The Green Rostock Apartment Hotel reserves the right to terminate the lease if necessary. The rules of these house rules should not be followed even after admonition, especially if this leads to disturbances of other guests or residents. In addition, the hotel reserves the right to claim damages for damaged furnishings and items of everyday use within the framework of the legal provisions.

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VIII. Final provisions

Changes or additions to the contract, acceptance of the application or these terms and conditions shall be made in writing. Unilateral changes or additions of the guest are ineffective.

The place of performance and payment is Rostock, German law shall otherwise apply.

Should individual provisions of these general terms and conditions be or become invalid or void, the effectiveness of the remaining provisions shall not be affected.

The ineffective or unenforceable provision shall be replaced by the effective and enforceable provision whose effects come as close as possible to the economic objective of the invalid or unenforceable provision. have pursued unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.

As of: 14.03.2023

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