

General terms and conditions for individual guests (up to nine rooms)

1. Scope

These contractual provisions apply between the guest and Plateno (legal entity of the hotel business) for the guest accommodation contract and the services provided in connection therewith, also when the contract is concluded through agents/ portals (eg Booking.com), insofar as the extent of the booking does not exceed 9 rooms per night.

2. Booking, conclusion of contract

¹With the booking the guest offers a guest accommodation contract to Plateno. ²Plateno will, at free choice and availability of the room category, send the guest a (digital) reservation confirmation and thus accept the offer; the transmission of a booking number does also count as an acceptance. ³Upon conclusion of the contract, the guest has contractual claim to a room in the category booked, however not to a specific room.

3. Arrival and departure

a) ¹Plateno will provide the guest with a room in the category and with the features booked from 1 p.m. onwards (check-in). ²Check-in from 10 a.m. is possible upon request and availability for a surcharge of EUR 20, check-in before 10 a.m. is available at the daily rate of the previous day.

b) ¹On the day of departure, the guest must vacate the room provided to him no later than 12 noon (check-out). ²If the guest culpably exceeds the check-out time, Plateno raises an additional charge of EUR 20 until 3 p.m., after 3 p.m. the daily rate of the current day will be charged. ³Upon request and subject to availability, a later check-out at these times and prices may be arranged in advance.

4. Prices, terms of payment

a) ¹The room prices are overnight prices without additional services and arise from the reservation confirmation. ²The prices are gross prices and do not include any local taxes owed by the guest (eg spa tax, so-called bed tax, cultural subsidies).

b) ¹With the rate model "Fix" the guest pays the total price in advance at the time of the booking, with the rate model "Flex" he pays later, at the latest when arriving at the hotel. ²Plateno may require the guest to provide reasonable security in form of a deposit by means of a credit card at the time of the booking and extension, if the total price is not already paid at the time of booking.

5. Cancellation, no-show

a) ¹If the guest has chosen the rate model "Fix", the guest cannot cancel. ²If the guest does not show up (no-show), Plateno will keep the reserved room at the guest's disposal in case of a later appearance. b) ¹If the guest has chosen the rate model "Flex", he can cancel the booking, if he has booked through intermediaries/ portals/ other third parties, until 2 p.m., otherwise until 6 p.m. on the day of arrival free of charge (please indicate the booking number), ²After this, a cancellation is no longer possible; No. 5. a) sentence 2 applies accordingly.

c) ¹In cases where the guest cannot cancel, he can declare a cancellation request. Upon receipt of the request for repeal, Plateno is obliged to seek the re-sale of the room and the guest's claim to the room is waived. Plateno will offer the room on the same terms of all rooms in the category, also on a daily basis. If Plateno succeeds in selling all available rooms of the category booked by the guest, if necessary on a daily basis, the guest will receive a reimbursement at the rate owed by him in the amount of the achieved re-sale price less the additional disbursements due to the re-sale.

d) Legal rights to contestation, resignation, extraordinary termination and crediting (§ 537 BGB) remain unaffected.

6. Terms of use

- a) The guest is not allowed to rent/ sell/ broker the room elsewhere.
- b) Rooms may be occupied at the most with the number of persons provided in the room category.
- c) ¹Bringing pets is not permitted without prior permission. ²The consumption of drugs, tobacco and tobacco substitute products (especially e-cigarettes) is not allowed in the hotel, as is the preparation of food.
- d) The guest is obliged to observe the house rules.

7. Liability

- a) ¹Plateno shall not be liable for slight negligence (including its legal representatives and vicarious agents), except for damage resulting from injury to life, limb and health and for damage resulting from a breach of essential contractual obligations. ³The liability for intent and gross negligence remains unaffected.
- b) The statutory provision for limiting Plateno's liability for the loss, destruction and damage to property brought by the guest (§§ 701 - 703 BGB) shall remain unaffected.

8. Termination of contract

¹An important termination reason for Plateno is, in particular, in the event of a breach of the provisions in No. 6 or if the guest fails to pay or fully pay the contractually agreed advance or to provide security (see Section 4 b)). ²The same applies when booking a room culpably under misleading or false information or concealment of material facts, in particular the identity or solvency of the customer or the purpose of the stay. No. 5. d) applies accordingly.

9. Prohibition of set-off and assignment

¹The guest may only set off own claims if they are undisputed in court proceedings or have been legally established or are ready for decision. ²The assignment of the guest's claims against Plateno is excluded, except § 354a HGB.

10. Final provisions

- a) The court of jurisdiction is the registered location of the hotel if the host contract is concluded with a businessman, a legal entity under public law or a special fund under public law.
 - b) ¹German law applies. ²The validity of UN sales law is excluded. ³Only the German ordinary jurisdiction applies, foreign jurisdiction is excluded. ⁴Plateno refers to the EU's online out-of-court settlement platform for consumer disputes ("OS Platform"): <http://ec.europa.eu/consumers/odr/>.
- ⁵The hotel does however not participate in dispute settlement proceedings before consumer arbitration boards. ⁶Plateno objects to the inclusion of GTC of the guest /third parties.