

## - General Terms and Conditions of the Hotel Tree Inn -

Dear Traveler,

the following terms and conditions of travel and payment of the hotel are part of the contractual relationship (accommodation contract) between you (traveler) and the Hotel Tree Inn, Kasernenstraße 2, 27313 Dörverden (GERMANY). Please take the time to read these regulations before booking your trip.

### 1. conclusion of the accommodation contract; contracting party

1.1 With the booking request, the traveler offers the hotel the binding conclusion of an accommodation contract.

1.2 The booking request is made by the traveler also for all participants listed in the registration, for whose contractual obligation the traveler is liable as for his own obligations, provided that the latter has assumed a corresponding separate obligation by express and separate declaration.

1.3 The contracting parties are the hotel and the traveler who makes use of the hotel's services. If a third party has ordered for the traveler, this third party is liable to the hotel together with the traveler as joint and several debtor for all obligations arising from the accommodation contract.

1.4 The contract is concluded upon acceptance by the hotel. Upon or immediately after conclusion of the contract, the hotel will provide the traveler with a reservation confirmation. If a confirmation in text form is not possible in individual cases for short-term bookings, confirmation by telephone by the hotel is also sufficient.

1.5 If the content of the reservation confirmation differs from the content of the booking request, the hotel has a new offer, which the traveler can accept or reject expressly or conclusively. A conclusive acceptance is to be seen in the payment of the travel price or in the commencement of travel.

### 2. payment modalities, prices

The hotel can agree on different payment terms with the customer.

2.1 Upon conclusion of the contract, the entire travel amount is due immediately by bank transfer, Paypal or credit card in one amount, regardless of the date of travel.

2.2 The hotel is entitled to charge an additional processing fee of EUR 25.00 for subsequent changes to an invoice due to incorrect or incomplete information provided by the traveler.

The traveler is hereby informed that he can prove to the hotel that the damage of EUR 25.00 claimed by her was not incurred or was less.

In the event of non-payment of the additional processing fees by the traveler, the service provider or the hotel may delay or refuse to send the travel documents.

2.3 The prices do not include public charges such as tourist tax, cultural promotion tax (so-called "bed tax") and the like. The mentioned taxes have to be paid additionally by the traveler. The respective amounts will be invoiced separately. Increases in sales tax shall be borne by the traveler.

### 3. services of the hotel

3.1 Which services are contractually agreed results from the service descriptions (e.g. brochure, newspaper advertisements, website, price lists and/or other advertising materials) and from the information referring to them in the reservation confirmation. The information contained in the service descriptions is binding for the hotel.

Prior to the conclusion of the contract, the hotel may declare a change in the brochure information for factually justified, significant and unforeseeable reasons, about which it will of course inform the traveler prior to the booking.

3.2 Any warranty claims shall remain unaffected insofar as the modified services are defective.

### 4. withdrawal by the traveler, rebooking, substitute persons, vouchers

4.1 The traveler can withdraw from the trip at any time before the start of the trip by declaration to the hotel.

The traveler is recommended to take out a travel cancellation insurance, as well as in the interest of the traveler and for reasons of evidence, the written submission of the cancellation notice.

4.2 In the event of cancellation by the traveler of the accommodation contract pursuant to section 4.1, the hotel may claim reasonable compensation from the traveler, taking into account the travel arrangements made and for its expenses. In the event of cancellations or reductions by the traveler, the traveler shall pay the following compensation:

a) compensation for damages in the amount of 10% of the value of the ordered service, if the written cancellation or reduction is received by the hotel up to (and including) 31 days before the beginning of the service period.

b) compensation for damages in the amount of 80% of the value of the ordered service, if the written cancellation, rebooking or reduction is received by the hotel less than 31 days before the start of the service period.

4.3 After booking, the traveler can make changes to the travel date, depending on availability at the hotel (rebooking). A rebooking must be made 31 days before the start of the service period. In the event of such a rebooking, the hotel may charge a rebooking fee of € 35.00.

4.4 The traveler is at liberty to prove to the hotel that less damage has been incurred than is shown in the above cancellation or rebooking regulations according to section 5.2.

4.5 It is possible for the traveler to purchase value vouchers for the services of the hotel, through the hotel:

a) The vouchers are valid for 2 years from the date of purchase. A refund of the purchase amount by the hotel is not possible. Before the expiration of the validity, the term of the voucher can be extended by 1 year for a fee of 10% of the value of the ordered service.

b) If the traveler cancels an overnight stay that was paid with a voucher of the hotel, a refund is also not possible. In such a case, the traveler will be issued a new voucher with the corresponding value, if necessary, taking into account the cancellation conditions (section 4.2) and if there is a remaining term of the voucher.

4.6 When booking an additional service of Wolfcenter GbR (e.g.: Tree Experience/VIP-Experience/Photo Stalk, etc.) the GTC of Wolfcenter GbR (<https://wolfcenter.de/impressum>) apply.

## 5. withdrawal and cancellation by the hotel

The hotel may withdraw from the travel contract before the start of the trip or terminate the travel contract after the start of the trip in the following cases:

5.1 If the traveler disturbs the implementation of the trip despite a warning by the hotel persistently or behaves contrary to the contract to such an extent that the termination of the accommodation contract without notice is justified.

5.2 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 fulfillment of the contract impossible

- rooms are booked under misleading or false statements of material facts, e.g. in the person of the traveler or the purpose of the trip

## 6. room handover/return; transfer to third parties

6.1 Booked rooms are available to the traveler from 3:00 p.m. on the agreed arrival day. The traveler has no right to earlier provision without a separate agreement.

6.2 Unless a later arrival time has been agreed with the hotel in advance, the hotel has the right to assign the booked room to someone else after 6:00 p.m. In this case, the traveler has no claims against the hotel.

6.3 On the agreed day of departure, the rooms must be vacated and made available to the hotel by 10:30 a.m. at the latest. Thereafter, the hotel may charge the traveler for an additional day due to the delayed vacating of the room for its use in violation of the contract. The traveler is free to prove that the hotel has not incurred any damage or that the damage is significantly lower. Extensive possible claims for damages by the hotel remain unaffected.

6.4 The subletting or reletting of the rooms provided as well as the use for purposes other than accommodation require the prior written consent of the hotel. If the hotel does not agree to such subletting or subletting, this shall not constitute a right of withdrawal on the part of the traveler.

#### 7. liability of the hotel

7.1 Claims for damages, regardless of the legal basis, are excluded, unless the hotel can be accused of intent or it must answer for its own gross negligence or gross negligence of its legal representatives, executives or vicarious agents or the claim for damages results from the violation of essential contractual obligations. The liability of the hotel for slight negligence is excluded. Liability for damages resulting from injury to life, body or health shall remain unaffected.

7.2 The hotel shall not be liable for any damage caused to the traveler due to wrong or not made wake-up calls or not transmitted messages.

#### 8. liability of the traveler

The traveler is liable for damages to the building and/or inventory caused by himself or his family members according to the legal regulations.

#### 9. warranty

9.1 If the accommodation service is not provided in accordance with the contract, the traveler may demand redress. The hotel may refuse the remedy if it requires a disproportionate effort or if it provides an equivalent substitute service. If the hotel offers an equivalent and appropriate substitute service to the contractually agreed service, the traveler must accept this or bear any additional costs incurred.

9.2 The traveler may demand a corresponding reduction of the tour price (reduction) for the duration of the non-contractual performance of the tour. The tour price is to be reduced in the ratio in which the value of the tour in a defect-free condition would have been at the time of the conclusion of the contract to the actual value.

9.3 If a trip is significantly impaired as a result of a defect and the hotel does not provide a remedy or equivalent replacement within a reasonable period set by the traveler, the traveler may, within the framework of the statutory provisions, terminate the travel contract in his own interest and for reasons of preserving evidence expediently by written declaration. The same applies if the traveler cannot be expected to continue the trip due to a defect for an important reason. The determination of a deadline for the remedy is not required only if remedy is impossible or refused by the hotel or if the immediate termination of the contract is justified by the special interest of the traveler. In the aforementioned constellations, the traveler owes the hotel the portion of the travel price attributable to the services used, provided that these services were of interest to the traveler.

9.4 In the event that the travel service is not provided in accordance with the contract, the traveler may, without prejudice to reduction or termination, claim damages for non-performance, unless the defect in the travel service is due to a circumstance for which the hotel is not responsible.

## 10. data protection

The personal data provided by the traveler to the hotel will be electronically processed and used to the extent necessary for the performance of the contract. By making a booking, the traveler agrees to the electronic use of his personal data. This includes: Sending newsletters, mailings, emails, postal mailings for our own advertising and information purposes.

## 11. general provisions

11.1 Place of performance is the place where the hotel is located. The contractual relationship between the traveler and the hotel shall be governed exclusively by German law.

11.2 The above provisions shall not apply,

a) if and to the extent that provisions of international agreements that are applicable to the accommodation contract between the traveler and the hotel and that cannot be contractually excluded result otherwise in favor of the traveler, or

b) if and insofar as non-mandatory provisions applicable to the travel contract in the EU member state to which the traveler belongs are more favorable to the traveler than the following provisions or the corresponding German provisions.

11.3 In the event of any loopholes, the relevant statutory provisions of the Federal Republic of Germany shall apply.

11.4 No liability shall be assumed for printing and calculation errors.

11.5 Should one of the provisions of these General Terms and Conditions be invalid in whole or in part, this shall not affect the validity of the remaining provisions.

11.6 The hotel is the operating company printed on the reservation confirmation. For legal actions of the hotel against the traveler, the traveler's domicile is decisive, unless the action is directed against fully qualified merchants or persons who do not have a general place of jurisdiction in Germany or against persons who have moved their domicile or usual place of residence abroad after conclusion of the contract or whose domicile or usual place of residence is not known at the time the action is filed. In these cases the domicile of the hotel is decisive.

Status: 23.06.2022