

GENERAL TERMS & CONDITIONS

Hotel-Guest House Marion Weber
Langemarckstr 215
28199 Bremen
Germany.

These general terms and conditions apply to all our houses Vis-a-vis:

Basti & Lydia Hostel, Erlenstr. 34-36, 28199 Bremen
Pension Sanni, Langemarckstr.176, 28199, Bremen

These General Terms and Conditions apply to contracts covering the hire, lease of rooms for lodging, as well as all other services and supplies delivered by the Hotel-Guesthouse Marion Weber and its subsidiaries, hereinafter called "The House", and the "client" which means the person for whom the house has agreed to provide the services in accordance with these terms.

Reservations are made and accepted on the following terms. Please note that by making this booking you are entering a legal agreement with us.

1.0 Conclusion of the agreement

The agreement come into force as soon as booking is made, i.e. room/apartment booked and confirmed directly or through third party, in writing and communicated/transmitted through E-Mails, Post, or SMS or have been made available, if confirmation is no longer possible.

2.0 Arrival & Departure (Check in / Check Out)

Unless otherwise agreed, the room/apartment will not be available before 3pm of the day of arrival. Occupied rooms/apartment have to be vacated by 10am of the day of departure. If the Room/apartment is not vacated at 10am, we will be entitled to charge 50% of the full room price for the day of departure. If the room is vacated after 3pm, the full price will be charged.

3.0 Payment and Services

3.1 All payments for accommodation and other services have to be paid on arrival before the accommodation is occupied or services delivered either in cash or by Credit/Debit card or in advance through Bank transfer. NO payment NO check in.

3.2 All payment must be made into the given Hotel-Guesthouse Marion Weber bank account or at the main office, Langemarckstr. 215, 28199 Bremen.

3.3 Services, which the tenant is entitled to or pay for which however were not claimed cannot be refunded.

3.4 Any default of payment nullifies every right/claim of the guest and allows the hotel to withhold any further services from the current agreement, as well as to withdraw from any agreements concerning future services. In addition, WE are allowed to charge the tenant with any damages accrued as a result of this default.

3.5.Changes in VAT, CITY TAX and any other taxes will

4.0 Changes/Cancellation/Withdrawal Terms (Client)

4.1 All cancellation request and subsequent confirmation must be in writing, date and time must be noted.

4.2 Cancellation 5days before the arrival date is free. Attracts no charges. Cancellation less than 5days before arrival date attracts 50% of the total amount of business deal/Booking.

No show and all cancellations/changes made less than 3 days before arrival date attracts 80% cancellation charges.

4.3. In case of premature departure, the client has not right to any refund.

5.0 Changes/Cancellation/Withdrawal Terms (House)

5.1 Very very occasionally, we may need to cancel your Booking. In such circumstances you will be given a full refund provided you are not the cause of the cancellation but we shall have no further liability to you arising out of such cancellation. We will, however, use reasonable endeavours to try and re-locate any confirmed Booking cancelled by us to an alternative location similar in standard to the Hotel.

Your booking is for a class of room in the Hotel and does not guarantee that you will be able to stay in a specific room or in the same room for the duration of your stay. If we need to move you to a different room during your booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the

rates.

5.2 We have no commitment to not-guaranteed booking. The house is free to cancel booking not paid for or guaranteed with credit/debit card without any compensation.

5.3 Furthermore the house has the right to withdraw from the contract in following cases:

- When the performance or prompt performance of its obligations is prevented or affected by circumstance beyond the control of the house including but not limited to, war or threat of war, riots, civil strife, terrorist activity, industrial action, natural or nuclear disaster, fire, adverse weather conditions, closure of airports or ports, technical problems with transport, governmental action and all other similar events.
- If the client uses misleading or false data referring to the guest and/or the purpose of stay.
- If the house has substantiated reasons to believe that the utilization of the services will lead to a disturbance within the business, or for reasons of security, or for reasons damaging the reputation of the house in public
- The house is obligated to inform the client of its exertion to withdraw from the contract without delay.
- In case of a justified withdrawal of the contract by the pension the client is not entitled to claim any damages arising hereby.

6.0 Guest Behavior

Guests are requested to conduct themselves appropriately at all times and to comply with Company procedures and/or requests with regard to conduct and respect for the property of the Hotel, its employees and guests and their health and safety. Guests are requested not to disrupt the comfort and enjoyment of other guests, the smooth running of the Hotel, or cause offense to other guests or our members of staff. We reserve the right to refuse accommodation or services or remove you and members of your party from the Hotel if, in our reasonable opinion, we consider this provision to have been breached. Where this is the case shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

7.0 Children

All children (a person under 16 years of age) staying at the Hotel must be accompanied by an adult and must be supervised by an adult at all times.

Cots and extra beds are available in most of our properties. However, these are limited and subject to availability. Additional charges may apply. Please check at the time of booking.

8.0 Limitation of Liability

8.1 The client is liable for all damages, which incur in the rented/occupied and the House either caused by him, his guests or any other persons, he is responsible for.

8.2 The house is entitled to terminate the agreement without prior notice if the tenant/guest uses the rented rooms for another than the contractually agreed purpose. The claim to payment of the agreed apartment price in the amount of the booking will remain.

8.3 Parking

Where a Hotel has its own car park, there may be a charge and/or limited spaces available and space may not be available for the duration of your stay. Terms and conditions may also apply to car park use. Please contact the Hotel directly for more information. Cars and their contents are left at the owner's/customer's own risk. We do not accept responsibility for loss or damage (save as may not be excluded or restricted by applicable law)

8.4 Damage

We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred to your room or the Hotel during your stay (including without limitation specialist cleaning) or for any items that are missing when you leave.

8.5 The Company will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of the Company, its employees, contractor or agents or otherwise). The Company's total liability shall not exceed the value of the charges received by it under the Contract. The Company will not be responsible for the loss or damage of any property left in the Hotel.

Nothing contained in the Contract or in any other document referred to or incorporated in it shall be read or construed as excluding any liability for death or personal injury caused by the Company's negligence or liability for fraud or fraudulent misrepresentation.

Special Information

- The hotel has the right to charge or authorize your credit card prior to your arrival.
- Under no circumstances should the room/apartment be sublet.
- Guests are not allowed to receive/entertain visitor in their room/apartment.
- Tenants may not bring any animals.

- Requests for wake up calls will be carried out with the greatest possible care. Claims for compensation, however, due to incorrect performance, are excluded.
- All information will be provided to the best of our knowledge; however, without guaranty.
- No liability will be assumed for lost property (items the tenant has forgotten). Any items will only be returned on request. The House commits itself to keeping any items for a period of 2 weeks.

- No liability will be assumed for money or valuables.

- You permit the HOUSE to charge you 50€ for loss of keys.

- SMOKING is strictly prohibited!! In all public areas and rooms and in each apartment.
In case of violation the customer agrees that THE HOUSE may charge an amount of € 200, from the credit card (specified at time of reservation) immediately.

9.0 Governing Law and Jurisdiction

9.1 Exclusive place of jurisdiction is Bremen, Germany. This applies also to disputes about cheques and bills. If a contracting party complies with §38, passage 2 ZPO (civil process order) and does not possess a place of jurisdiction within Germany, the place of jurisdiction will be Bremen, Germany.

9.2 Should a provision of this General Terms and Conditions be invalid or become invalid or should this agreement contain an omission, then the legal effect of the other provision shall not thereby be affected. Instead of the invalid provision a valid provision is deemed to have been agreed upon which comes closest to what the parties intended; the same applies in the case of an omission. Apart from that legal provisions apply.

9.3 German Laws apply.

9.4 Verbal agreements will only become effective if they have been confirmed in writing by the HOUSE.