

General Conditions of Contract for welcoming guests at hotel “WIROtel Mittelmole”

The following General Conditions of Contract will form part of the accommodation agreement between you (in the following referred to as “guest”) and WIRO Wohnen in Rostock Wohnungsgesellschaft mbH, Lange Straße 38, 18055 Rostock (in the following referred to as “WIRO”) on the provision of lodging facilities on a rental basis. These conditions of contract are additions to the applicable legal regulations.

§ 1

Conclusion of contract, partners to contract, minors, cancellation

1. A lodging agreement can be concluded between WIRO and guests of age 18 and above as follows:
 - 1.1 Inquiries via **phone, email, fax or mail**:
 - a) The guest has the right to address a non-binding inquiry for offer of a lodging agreement to WIRO by phone, fax, mail or email.
 - b) Upon check of availability of rooms in the time inquired by the guest WIRO will provide the guest with a non-binding offer in written form (e.g. via email, fax or letter) for conclusion of a lodging agreement, incl. these conditions of contract, for room and period as chosen before by the guest.
 - c) Within 7 days after the day of receipt of the proposal the guest can confirm the proposal by declaration of acceptance to WIRO via email, fax, mail, or by full or deposit payment of the price offered by WIRO. Decisive for acceptance by full payment/deposit will be the day of payment received by WIRO. In case the guest does not accept the proposal within the aforementioned period, WIRO is no longer bound to the proposal and is free to dispose again of the offered room in the time period inquired by the guest. WIRO will again and especially point this fact out to the guest in the proposal.
 - 1.2 Bookings **by direct inquiry on site** at WIROtel Mittelmole:
 - a) In case the guest completes the booking personally and directly at WIROtel Mittelmole (proposal), the lodging agreement will be deemed concluded by the binding personal confirmation of booking (acceptance) by employees of WIRO.
 - b) These General Conditions of Contract will form part of the contract, if the guest reasonably had the opportunity to take notice of them during the booking procedure (e.g. put-up notice, display at WIROtel Mittelmole). In addition, WIRO reserves the right to request written consent by the guest to these conditions of contract or written completion of a booking form.

1.3 In the case of electronic/online booking (without individual communication) via **WIRO-Buchungsportal** (www.wiro.de/WIROtelmittelmole), the following applies:

- a) How to complete electronic booking is explained online. The guest has the opportunity to correct inserted data, delete or set back the entire online booking form by using the respective correction function. The use of the latter is outlined in the online explanations. Available choice of languages is indicated as well.
 - b) In case WIRO saves the contract text upon conclusion of contract, the guest will be informed about this and opportunities for later download of contract text.
 - c) By activating the (“zahlungspflichtig buchen“) “confirm booking by payment” button the guest offers binding conclusion of lodging agreement to WIRO.
 - d) The guest will immediately receive an electronic booking confirmation (acknowledgement of receipt).
 - e) The transmission of the guest’s contract proposal by activating the button “confirm booking by payment” does not yet justify any claim of the guest for contract closure based on the data entered into the booking system. WIRO will rather check the guest’s inquiry for concluding a lodging agreement and will decide to accept or decline the offer. The lodging agreement will be deemed concluded only after receipt of booking confirmation.
 - f) In case, however, activating the “confirm booking by payment” button is immediately followed by displaying a booking confirmation on screen, the lodging agreement is concluded with the display of this booking confirmation. In this case a receipt confirmation as per letter d) is not necessary as long as the guest is offered the opportunity to save the confirmation to a durable data carrier or to print it out. However, the binding nature of the guest lodging agreement does not depend on the guest actually using these options for storage or printing.
2. WIRO points out to the guest that for all modes of contract conclusion (see No. 1 above) due to legal regulations of German Civil Code (§ 312g Absatz 2 Nr. 9 BGB) there is **no cancellation right after conclusion of contract**.
3. WIROtel Mittelmole does not offer special care for guests under age 18/minors. Accommodation of minors at WIROtel Mittelmole will therefore be permitted only when accompanied by a person entitled to custody (persons with custody for the child – as a general rule parents or a legal guardian, but not siblings, family members, life partners etc.) or a person commissioned with custody (siblings, family members or life partners aged 18 and above, who have joined an agreement about custody for the minor with her/his parents including information about the acquaintance/family relationship of the person commissioned with custody and the minor).

The aforementioned persons (e.g. parents, legal guardian) are solely responsible for the minor in the entire facilities. This means that services provided by WIRO as per lodging agreement do not include duty of supervision.

§ 2 Subject to contract, provision and return of room

1. By entering the lodging agreement WIRO takes up responsibility to provide the guest with the named room/s in the defined time period as per booking confirmation on a rental basis for the purposes of accommodation.
2. The guest has no right to be given a particular room or a room in a particular location.
3. The guest is obliged to pay the accepted respectively current price for the room/s booked and provided by WIRO and to pay for all other services that the guest makes use of, see §3.
4. Sublet or re-let of object of contract as well as use for other purposes except lodging are entitled to prior written consent by WIRO. The guest's special right for cancellation according to German Civil Code (§ 540 Abs. 1 Satz 2 BGB) will not apply, if WIRO withholds approval of sublet for an important reason inherent in the person of the subtenant or for any other reason deemed important by WIRO.
5. The guest can move into the room as of 2 p.m. on the day of arrival. The room has to be cleared by 10 a.m. on the day of departure.
6. In case the guest continues using the object of contract after the agreed by contract lodging period terminated, the lodging agreement is not deemed extended. Regulations as per § 545 BGB (German Civil Code) do not apply. On the contrary, the guest is obliged to leave and return the room/s to WIRO. It is, however, within the discretion of the guest to make a proposal for a new contract to WIRO.

§ 3 Prices, payment

1. Prices agreed upon between WIRO and the guest include VAT at the statutory rate.
2. As apparent from the list of prices at www.wiro.de/wirotel-mittelmole **discount** is offered to
 - a) trainees and students who provide proof of completing professional training or course of study in the city of Rostock during the booking period except during semester breaks or vocational school holidays of Mecklenburg-Vorpommern from Monday through Friday.
 - b) sports teams with at least four members taking part in a sport event in Rostock during the booking period.If the aforementioned conditions are fulfilled and respective proof is provided, discount prices will be valid in the previously agreed period of time – see a) and b) – as agreed upon between WIRO and the guest of the relevant group of users.

By offering these discount prices WIRO supports trainees, students and athletes, who are regularly less privileged in terms of finances, as partners to institutions, companies and events of the City of Rostock.

3. The agreed accommodation price includes all extra charges, e.g. for heating, waste disposal, TV, water supply, electricity, WLAN, final cleaning.
4. The price does not cover local costs, for example local visitor's tax, which the guest and, if applicable, further travellers are obliged to pay to the respective amount according to the directory on visitor's tax of the City of Rostock, and which will be indicated separately on the invoice/booking confirmation. In case of amendments to VAT or new introduction, amendment or abolition of local charges that have an influence on the subject to service agreement after contract closure, prices will be adapted accordingly.
5. Additional costs may incur for towels, bed linens or additional cleaning. If a parking lot is needed, it can be rented for additional fees on the spot.
6. Payments of the guest, especially payments made from abroad, must be made to WIRO without additional charges.
7. Upon delivery of booking confirmation and invoice to the guest the payment to the amount resulting from the booking confirmation is due in full and within the set period and must be transferred to the account indicated including the payment code.
8. The key for the user will be handed over only after the price for lodging was transferred within the set time and in full (see § 8). In case of near-term arrivals it is possible to pay by ATM/debit/credit card (VISA) or cash at WIROtel Mittelmole, Am Bahnhof 3a in 18119 Rostock.
9. In case the guest does not make the payment at all or to its full amount despite reminder and setting of a deadline by WIRO, WIRO reserves the right to withdraw from the lodging agreement and to charge the guest with cancellation fees as per § 4 of these General Conditions of Contract.

§ 4

Termination, resignation – cancellation fees

1. Any lodging agreement is concluded for an agreed-upon period of time as per booking confirmation. Therefore, a general right for termination or resignation by the guest is **not** granted. For this issue see also regulations as per § 1 No. 2, which point out that there is **no** right for resignation after conclusion of contract.
2. A statutory termination right is excluded. This does, however, not affect the right of both parties to terminate the contract extraordinarily without notice for an important reason. Such an important reason is given in cases where after due consideration of the individual circumstances, especially with respect to the question of responsibility of both parties to contract, and after investigation of mutual interest of both parties, a continuation of the contractual relationship until the agreed-upon termination date is deemed not reasonable.

WIRO **particularly** reserves the right to an extraordinary termination of contract without notice in the event that the guest and/or fellow travellers despite warning disobey regulations of the lodging agreement incl. these General Conditions of Contract and house rules.

As for the rest the respective legal regulations concerning termination without notice apply.

Any termination of the contract must be in written form.

3. WIRO concedes a **contractual resignation right** to the guest according to the following regulations.
4. Any time before commencement of use the guest can rescind the contract by written notice
 - via email to: WIROtelmittelmole@WIRO.de
 - via fax to: +49 (0) 381.4567-3939
 - via mail to: WIRO Wohnen in Rostock Wohnungsgesellschaft mbH,
WIROtel Mittelmole
Am Bahnhof 3a
18119 Rostock.
5. In case the guest makes use of his/her resignation rights, **cancellation fees** according to the following list become due:
 - until 30 day prior to arrival/commencement of use: free of charge
 - as of 29 days prior to arrival/commencement of use: 80%of the overall price of the contracted services incl. all extra costs (§ 3), but excluding any other public fees payable by the guest resp. fellow travellers in addition, like e.g. visitor's tax.
6. The guest is at liberty to prove that due to the cancellation no or significantly less costs arise to WIRO than included in the lump sums indicated above. If such proof is presented, the guest will be entitled to pay only the respective lower amount.
7. Despite this being a case of provision on a rental basis, it is highly recommended that the guest takes out a travel cancellation insurance.

§ 5

Resignation rights in case of force majeure

In the event that fulfilment of contract is directly and significantly impeded, endangered or affected by force majeure (natural disasters, war, political unrest), WIRO and the guest have the right to rescind the contract.

§ 6
**Obligations of the guest, esp. compliance to house rules, ban on smoking, pets/
animals**

1. The guest and, if applicable, fellow travellers are obliged to obey the house rules which form part to the lodging agreement, if these were handed over or sent to the guest upon contract closure, or their content was brought to the knowledge of the guest in any other reasonable manner (e.g. put-up notice, display at WIROtel Mittel-mole). WIRO reserves the right to make amendments or additions to the house rules to a degree deemed necessary to keep up regular operation of the facilities. WIRO will inform guests about such amendments or additions. Any right of use is granted only within the scope of the house rules in their current form.
2. As a general rule smoking and open fire are absolutely prohibited in the entire house. In case WIRO finds out that especially the ban on smoking was not adhered to, an extra charge to the amount of 100.00 € will be invoiced for necessary extra cleaning.
3. It is not allowed to keep or bring any pets/animals at/to the hotel.
4. The guest and, if applicable, fellow travellers are obliged to treat all facilities, furniture and equipment with due care. They are obliged to take care of proper ventilation and heating in the rooms. It is prohibited to store fuels, toxins, acids, larger amounts of perishable waste and the like in the rented room.
5. The guest is liable for all damages that occur as consequence of any use of the object that exceeds the agreed-upon purpose and scope of use. He/she is further liable for damages to/deterioration of the object of contract and its equipment if caused non-accidentally by the guest and/or fellow travellers/visitors.
6. The guest is obliged to prove that he/she or fellow travellers are not responsible for causing any damages to the object during his/her stay. The registered guest is personally liable for all fellow travellers.
7. In case the guest does not comply with his/her obligation to compensate any damage, WIRO has the right – after reminder and setting of appropriate deadline – to repair the damage at the expense of the guest resp. to claim compensation due to non-compliance. We reserve the right to further claims for damages. There is no obligation for reminder and setting a deadline when danger is looming.
8. All windows and doors must be closed when leaving the room and all electronic devices and facilities incl. lights must be turned off.
9. The room must be left in good order with all furniture and equipment included without any damage as upon arrival. Missing or damaged inventory will be invoiced to the user.

§ 7

Access to rooms for WIRO

WIRO reserves the right to enter any room for the purpose of check of condition or for other important reasons after prior notice to guest. If danger is looming, the duty to inform guest before will not apply.

§ 8

Key handover

1. Key handover takes place at the hotel reception desk.
2. Upon arrival the following groups of users are obliged to provide obligatory proof as follows:

Trainees/students:	apprenticeship contract/ student ID
Sports teams:	confirmation of participation/invitation to sports event

3. The key will be handed over only after the payment has been made in time and to the full amount due (see § 3).

§ 9

Loss of keys/ entrance cards/ padlocks

In the event of loss of keys/entrance cards/padlocks WIRO must be informed immediately. In the case of loss WIRO will charge the guest with the costs for lock cylinder replacement and/or making of the respective number of duplicate keys and/or purchase of new padlocks.

§ 10

Liability and restrictions of liability, parking of vehicles, limitation

1. The guest is not entitled to claim for compensation of damages. Excluded from this are claims for compensation of the guest due to injury to life, body, health, or breach of contract (cardinal duties) as well as liability for other damages which result from a wilful or gross negligent breach of duties by WIRO, its legal representatives or agents. Cardinal duties according to contract are those necessary to reach the goal of providing contracted guest accommodation.
2. In case of breach of cardinal duties as per contract WIRO is solely liable for such contract-typical, foreseeable damage if caused by negligence, unless it is a case of claim for compensation by the guest due to injury of life, body or health.
3. Restrictions as per par. 1 and 2 will also apply for the benefit of legal representatives and agents of WIRO, if claims are asserted directly against them.
4. This restriction of liabilities does not affect the liability of the proprietor/host of WIRO according to German Civil Code (§§ 701 ff. BGB).

5. If a locker is made available to the guest, this expressly does **not** constitute a safe-keeping agreement. The guest must completely empty the locker upon departure. After departure of the guest WIRO may open lockers and return the items contained therein to the lost property.
6. If the guest is provided with a parking lot on the unguarded parking site of WIROtel – also if charged for using it – this does **not** result in closure of a custody contract and there is **no** duty whatsoever for surveillance of the parking lot. In particular, WIRO is not liable for loss of, damage to or damage of vehicles (incl. especially motorcycles and bikes) nor for items that were left in a vehicle or for living animals. The guest is free to take out sufficient insurance against all dangers and risks on his own. The aforementioned exclusion of liability for the case of responsibility of WIRO applies accordingly to legal representatives and agents.
7. The limitation period for obligations due and payable by WIRO to the guest as per lodging agreement is one year, counted as of the end of the year in which the claim arose, the guest identified the circumstances facilitating the claim and WIRO as the debtor or without gross negligence should have identified circumstances and debtor. The shortened limitation period does not apply to claims for compensation arising from injury of life, body or health caused as consequence of negligent breach of duty or wilful or negligent breach of duty by legal representatives or agents of WIRO, as well as any other cases of damage caused by gross negligent breach of duty or wilful or gross negligent breach of duty by legal representatives or agents of WIRO. In such cases limitation periods as per law apply.

§ 11 Data protection

All personal data included in the contract, especially name, address, phone number, banking information, which are necessary solely for the purpose of implementing the contract relationship coming into force, will be collected and treated according to legal authorisations.

Every individual affected is granted the following data protection rights according to German legislation (“DSGVO” and “BDSG-neu”):

- right to information acc. to Art. 15 DSGVO
- right to correction of incorrect data acc. to Art. 16 DSGVO
- right to deletion acc. to Art. 17 DSGVO
- right to limitations of processing acc. to Art. 18 DSGVO
- right to data transfer acc. to Art. 20 DSGVO
- right to objection acc. to Art. 21 DSGVO
- right to complaint with a responsible data protection board of control acc. to Art. 77 DSGVO i. V. m. § 19 BDSG-neu.

Responsible for data processing is: WIRO Wohnen in Rostock Wohnungsgesellschaft mbH, Lange Straße 38, 18055 Rostock.

You can get in touch with the contact person for data protection by mail at the address above or by email to: Datenschutz@wiro.de.

For further information on our data protection regulations please go to: www.wiro.de/datenschutzhinweise.

§ 12

Final regulations, esp.

Choice of law, domicile, reference to settlement of consumer disputes

1. The contractual relationship between guest and WIRO is regulated according to German Law only. Regulations of the United Nations Convention on Contracts for the International Sale of Goods do not apply.
2. Any guest can sue WIRO only before a court of WIRO's registered domicile.
3. WIRO can sue the guest, being consumer in the sense of German Civil Code (§ 13 BGB), before a court of the guest's residence. If the guest's registered place of residence is abroad or he/she regularly resides abroad, or if permanent or regular residence are not known at the time of filing of the action, the case shall be settled before a competent court at the domicile of WIRO.
4. If the guest is businessperson, legal entity of public law, or public funds, court of jurisdiction and place of fulfilment for all disputes arising from the contractual relationship shall be Rostock. This applies also if the guest has no general domicile in Germany or permanent or regular residence is unknown at the time of filing the action.
5. For the purpose of out-of-court dispute resolution of disputes between consumers concerning contractual obligations from online goods and services purchase contracts the European Union implemented an online dispute resolution platform (ODR platform). You can access the platform at:

<http://ec.europa.eu/consumers/odr/>

You can contact WIRO by email to: info@WIRO.de

General information obligation as per § 36 VSBG:

WIRO is neither willing nor obliged to participate in a dispute arbitration procedure before a board for consumer arbitration according to the law on consumer arbitration (VSBG).

6. In case one or several regulations under these General Conditions of Contract are partly or completely invalid, the remaining regulations shall remain unaffected. Regulations that are partly or completely invalid shall be replaced by regulations that come as close as possible to the purpose of ineffective regulations.

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