

# Terms and Conditions for Services Provided by BO Hotels

These terms and conditions apply to all services provided by BO Hotels, including accommodation services, conference and banqueting room rentals, and associated services, at BOHotel Hamburg GmbH, BO Hotel Porec (operated by BO Hotel Palazzo d.o.o.), and BO Hotel Palma (operated by BO HOTEL PALMA CITY S.L.U.). These terms and conditions exclusively govern the contractual relationship. Client terms and conditions (such as those of organizers, purchasers, guests, etc.) shall not be considered part of the contract, even if not expressly opposed.

## 1. Contractual Relationship

Reservation of rooms, areas, and other services becomes binding upon confirmation by the respective BO Hotel or, if time constraints prevent confirmation, upon provision. Room reservations constitute a tenancy. Subletting or use of hotel rooms for purposes other than temporary accommodation requires prior written consent from the respective BO Hotel. If a third party makes the reservation, they become a contractual partner and are jointly and severally liable with the guest for all obligations arising from the contract.

## 2. Arrival and Departure

Guests do not have a specific room entitlement. Room allocation is determined by the respective BO Hotel on the day of arrival. Booked rooms are available from 3:00 PM on the arrival day. Early availability is not guaranteed. Unless agreed otherwise in writing, booked rooms may be allocated to other guests after 6:00 PM. Rooms must be vacated by 11:00 AM on the departure day. Late departures may incur charges unless otherwise agreed in advance.

On the agreed day of departure, the rooms must be vacated and made available to the BO Hotel by 11:00 a.m. at the latest. After this time, the BO Hotel may charge 30% of the room price for the additional use of the room until 3.00 p.m., and 70% of the room price until 5.00 p.m., in addition to the damage incurred by the BO Hotel. The guest has the right to prove to BO Hotel that no or significantly less damage has been incurred. A later departure is only possible after consultation with the BO Hotel.

## 3. Prices

Prices are determined based on the current price list inclusive of VAT. Any increase in VAT after contract conclusion is borne by the guest. If a fixed price was agreed and the service is provided more than 6 months after contract conclusion, the respective BO Hotel reserves the right to adjust the price accordingly.

## 4. Terms of Payment

Invoices are due within 7 days of the invoice date without deduction. The respective BO Hotel may request advance payment. BO Hotel is entitled to charge default interest of 3% above the respective key interest rate of the European Central Bank. The assertion of higher damages caused by default remains unaffected by this. A reminder fee of EUR 15.00 may be charged for late payments.

## 5. Withdrawal and Cancellation

In the event of force majeure or other reasons for prevention for which BO Hotel is not responsible, in particular those outside the sphere of influence of BO Hotel, BO Hotel reserves the right to withdraw from the contract without the guest being entitled to any claims for compensation.

If the guest does not make use of the booked room without notifying BO Hotel in good time, he/she remains obliged to pay in accordance with the conditions listed in 5a - 5c. The reason for the cancellation is irrelevant. The following cancellation conditions apply:

1. All withdrawals and cancellations must be made in writing.
2. For individual reservations, cancellation is possible free of charge up to the 15th day before arrival. Between the 15th and 8th day before arrival we will charge you 70% of the room price. From 7 days before the date of arrival we charge 80% of the room price or package price.
3. Cancellations by groups (10 persons or more) are accepted free of charge up to 90 days before the booked arrival date. Arrival date will be accepted free of charge.
4. Cancellations by groups from the 89th day before the arrival date will be charged at 70% of the room price. Of the room price, Cancellations between the 28th and 8th day before the arrival date will be charged at 80% of the room price. From the 7th day before arrival we charge 90% of the room price and, if offered, the catering price without any deductions.
5. For rooms not utilised by the customer, the respective BO Hotel shall offset the income from renting the rooms to other parties and the expenses saved. The conclusion of travel cancellation insurance is recommended.
6. In the case of a HotDeal booking, the entire room price is due immediately and a cancellation free of charge is not possible.
  - Individual Reservations: Free cancellation up to 15 days before arrival. Cancellation charges apply thereafter.
  - Group Reservations (10 or more persons): Free cancellation up to 90 days before arrival. Different cancellation charges apply thereafter.

## 6. Events

Organizers are responsible for obtaining necessary permits for events. The respective BO Hotel may cancel events if essential hotel interests are jeopardized. Cancellation fees apply based on specified timelines. Organizers are liable for damages caused during events and must obtain appropriate insurance:

- up to 12 weeks by written declaration free of charge. Thereafter, BO Hotel is entitled to charge the agreed room hire fee unless the rooms are rented to another party.
- up to 4 weeks before the date of the event, BO Hotel may charge 20% of any lost food sales in addition to the agreed room hire.
- up to 2 weeks before the date of the event, BO Hotel may charge 40% of any lost food sales in addition to the agreed room hire.

In the event of later cancellation, BO Hotel is entitled to charge 70% of any lost food sales in addition to the room rental.

The food turnover is determined according to the minimum menu price x number of persons.

#### **Change in the number of participants:**

A change in the number of participants by more than 15% must be communicated to the banqueting department at least 3 working days before the event. It requires the approval of the BO Hotel.

In the event of an upward deviation, the actual number of participants will be charged.

In the event of a decrease in the number of participants of more than 30%, the hotel is entitled to recalculate the prices.

The same applies here: The organiser reserves the right to provide evidence of lower damages and the BO Hotel reserves the right to provide evidence of higher damages. Special services that become useless as a result of the cancellation must be paid for in any case.

The organiser shall be liable for any loss or damage caused by himself, his employees or guests. It is the organiser's responsibility to take out appropriate insurance. The BO Hotels may request proof of such insurance. In order to prevent damage, the attachment of decorative material or other objects is only permitted with the written consent of the BO Hotel. If the rights of third parties (copyrights etc.) are affected during events, the organiser is obliged to pay the corresponding fees (GEMA etc.) directly before the event takes place. Should claims for damages nevertheless be asserted against the BO Hotel, the organiser shall indemnify the BO Hotel against the claimants.

## **7. Liability**

The respective BO Hotel is not liable for wake-up calls, message transmission, or lost property. Use of parking facilities and leisure amenities is at guests' own risk.

BO Hotels is not obliged to monitor the car park. BO HOTEL is only liable for damage to the vehicle in accordance with the insurance conditions available at reception. The damage must be reported to the hotel immediately, at the latest when leaving the hotel premises.

The hotel is not liable for guests' belongings. Lost property will only be forwarded at the request risk and expense of the guest. The items become the property of the finder one year after they have been found.

## **8. Smoking in the Room**

Smoking is prohibited in the hotels. Violators will be charged a cleaning fee from 100€, depending on soiling in cas of violation.

## **9. General**

Should any provision of these terms and conditions be invalid, this shall not affect the validity of the other provisions. The invalid provision shall be replaced by another provision that comes as close as possible to it. Deviating agreements and collateral agreements must be made in writing. Verbal collateral agreements do not exist. Place of fulfilment and jurisdiction is, as far as permissible.

For BO Hotel Hamburg (Germany): The law of the Federal Republic of Germany shall apply exclusively.

For BO Hotel Porec (Croatia): The law of Croatia shall apply exclusively.

For BO Hotel Palma (Spain): The law of Spain shall apply exclusively.

By using services provided by any BO Hotel, guests agree to abide by these terms and conditions.