martas | Gästehäuser Dolgensee | Prieroser Straße 6 | 15754 Heidesee OT Gussow

Terms and conditions

The General Terms and Conditions apply to "martas Gästehäuser Dolgensee". The contractual partner in all cases is the Verein für Berliner Stadtmission, hereinafter referred to as the "Guest House" resp. „Hostel“.

1 Scope of application

1.1 These terms and conditions apply to contracts for the rental of guest rooms for accommodation as well as all other services and deliveries provided by the guest house for the customer.

1.2 The customer's terms and conditions shall only apply if this has been agreed in writing in advance.

2. Conclusion of contract, partners, house rules

2.1 The contract is concluded upon acceptance of the customer's application by the Hostel. The Hostel is free to confirm the room booking in writing.

2.2 The contractual partners are the guest house and the customer. Anyone who makes use of the accommodation services is a customer of the Hostel within the meaning of these Terms and Conditions. The customer shall be obliged to fulfil all payment obligations arising from the accommodation contract, even if it is not the customer himself but other persons who make use of the accommodation services ("guests").

2.3 If the order is made on behalf of a third person who does not wish to become a guest, the representative relationship must be disclosed to the Hostel when the order is made and, in particular, it must be stated in whose name the order is made. If the authorisation is invalid, the Hostel has the right to make a claim against the representative without power of representation.

2.4 The Hostel fulfils its duty to inform the Customer as the Guest's representative. Each customer is therefore obliged to pass on all information relevant to the booking, in particular these General Terms and Conditions, to the guest and any other guests.

2.5 Bookings may only be made by persons with full legal capacity.

2.6 The applicable house rules are an integral part of the contract. They can be downloaded from the guest house website, are displayed in the reception area of the guest house and can also be requested from the guest house at any time.

3. Services, prices, payment, offsetting

3.1 The guest house is obliged to keep the rooms booked by the customer available and to provide the agreed services.

3.2 The subletting or re-letting of the rooms provided and their use for purposes other than accommodation are generally prohibited and justify the immediate cancellation of the contract without notice. Exceptions to this in individual cases require the written consent of the guest house, which may be revoked at any time.

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SM berliner stadt mission ev. kirche

3.3 The customer is aware that the guest house is run by a denominational Christian organisation. Based on our Christian faith, we see every person as a creature and an image of God. For this reason, we oppose all forms of discrimination, radicalism, violence and xenophobia. The guest house reserves the right to terminate the accommodation contract if the customer grossly violates these beliefs or offends religious feelings in the rooms or on the grounds of the guest house and does not cease this behaviour even after an unsuccessful warning.

3.4 Payment: Groups receive an invoice on departure, which must be paid immediately after receipt of the invoice. A deposit is not required.

3.5 The agreed prices include the respective statutory VAT, unless there is a legal case of VAT exemption. The same applies to the introduction or increase of taxes and duties directly related to the overnight stay. If the period between conclusion and fulfilment of the contract exceeds 4 months and if the price generally charged by the Hostel for such services increases, the Hostel may raise the contractually agreed price appropriately, but by no more than 10%.

3.6 The prices may also be changed by the Hostel if the customer subsequently wishes to change the number of rooms booked, the services provided by the Hostel or the length of stay of the guests and the Hostel agrees to this.

3.7 Invoices of the Guest House without a due date are payable immediately upon receipt of the invoice without deduction. The customer shall be in default at the latest if he does not make payment within 30 days of receipt of an invoice. The Hostel shall be entitled to declare accrued receivables due at any time and to demand immediate payment. In the event of late payment, the Hostel shall be entitled to charge interest at a rate of 5% above the respective base interest rate in accordance with § 288 BGB.

3.8 The Hostel shall be entitled to exercise a right of retention on all items brought in by the customer due to outstanding claims at the time of departure. This right of retention shall also extend to valuables provided for safekeeping.

3.9 For group bookings, only a single overall group invoice will be issued. Individual invoices for individual participants are only possible in exceptional cases. The guest house may be authorised to deduct the group discount when issuing an individual invoice.

3.10 The guest house may charge a reminder fee of 5 euros for each reminder sent after default has occurred.

3.11 The customer may only offset or reduce a claim of the guest house with an undisputed or legally established claim.

4. Withdrawal by the customer (cancellation)

4.1 The conclusion of the contract is binding. In principle, the customer may neither cancel nor withdraw from the contract. Notwithstanding this, the customer shall be offered a cancellation system which enables him to cancel the booking either free of charge or against reimbursement of the average loss likely to be incurred by the Hostel, depending on the conditions set out below.

4.1.1 Free cancellations are possible up to 84 days before arrival. Thereafter, the following cancellation conditions apply:

a) Within 56 - 84 days prior to arrival: 25 % of the agreed total price
b) Within 14 - 56 days prior to arrival: 50 % of the agreed total price
c) Within 1 - 13 days prior to arrival: 80 % of the agreed total price
d) In the event of cancellation on the day of arrival, no-show, late arrival or early departure, 90 % of the agreed total price will be charged.
e) Cancellations of less than 10% of the group size are free of charge up to one day before arrival.

4.1.2 Additionally booked catering services can be cancelled free of charge up to 10 days before arrival. Thereafter, a cancellation fee of 90% of the agreed booking amount will be charged.

4.1.3 Withdrawal or cancellation by the customer from the contract concluded with the Hostel must be made in writing. The Hostel shall also confirm the cancellation to the customer in writing. Information about the cancellation fee to be paid is usually included in this notification, but may also be provided at a later date.

4.2 If a right of cancellation has been individually agreed in writing between the Hostel and the customer, this right of cancellation is free of charge in case of doubt under the individually negotiated conditions, i.e. does not trigger any claims for compensation by the Hostel.

4.3 The Hostel shall only claim the cancellation costs agreed here (lump-sum compensation claims) if the cancelled services, in particular guest rooms, could not be booked elsewhere. Furthermore, the customer shall always be free to prove that no damage was incurred or that the damage incurred by the Hostel is lower than the lump sum demanded.

4.4 Deviating agreements on withdrawal and cancellation between the guest house and the customer are possible in individual cases and must always be made in writing.

4.5 The guesthouse recommends that the customer takes out travel cancellation insurance, e.g. through our partner Ecclesia.

5. Cancellation of the guest house

5.1 If the customer's right of cancellation within a certain period has been agreed in writing, the Hostel shall be entitled to cancel the contract during this period if there are enquiries from other guests for the contractually booked rooms and the customer does not waive his right of cancellation upon enquiry by the Hostel.

5.2 If an agreed advance payment or security deposit is not made even after a reasonable grace period set by the Hostel has expired, the Hostel shall also be entitled to withdraw from the contract. The Hostel shall then be free to claim damages in accordance with the principles of the cancellation conditions pursuant to § 4, provided that the conditions set out therein are also met. The Hostel shall also be entitled to withdraw from the contract if outstanding amounts from previous bookings have not been settled after a reminder.

5.3 Furthermore, the Hostel shall be entitled to withdraw from the contract extraordinarily if

- force majeure or other circumstances for which the Hostel is not responsible make it impossible to fulfil the contract;
- rooms are booked under misleading or false statements of material facts, e.g. in the person of the customer or the purpose;
- the Hostel has reasonable grounds to believe that the use of the Hostel's services may jeopardise the smooth operation, security or public reputation of the Hostel or the Berlin City Mission, without this being attributable to the Hostel's sphere of control or organisation;
- it is not possible to release the rooms due to an official order;
- insolvency proceedings have been opened against the customer's assets or the opening of such proceedings has been refused for lack of assets or for other reasons;
- one or more rooms have been sublet without authorisation;
- in the cases of section 3.3.

5.4 The Hostel shall inform the customer of the exercise of the right of cancellation without delay. If the cancellation is due to a culpable breach of contract or other breach of duty by the customer or other persons whose misconduct is attributable to the customer, the Hostel shall be entitled to claim damages in accordance with the statutory provisions.

5.5 The Hostel reserves the right to rebook the customer to another Hostel, Hostel or Hotel within the same city or region before arrival, taking into account the booked room standard, and to inform the customer accordingly. The customer may not assert any claims for compensation unless the rebooking is unreasonable in individual cases. In any case, the customer has the right to cancel the contract free of charge in the event of a rebooking. The right of cancellation must be exercised within seven calendar days of receipt of the notification of the rebooking and expires thereafter.

6. Room provision, handover and return

6.1 The customer acquires no entitlement to the provision of specific rooms or holiday homes.

6.2 Booked rooms are available to the customer from 5.00 pm on the agreed day of arrival. The customer is not entitled to earlier availability.

6.3 On the agreed day of departure, the rooms in all guest houses must be vacated by 10.00 a.m. at the latest. After this time, the guest house may charge 50% of the full daily rate for additional use of the room until 6.00 p.m., and 100% from 6.00 p.m. onwards. A further claim for damages is not excluded. The customer is free to prove that the actual damage was less or that no damage was incurred. In the event of a late departure booked and agreed in advance, the departure time shall be extended to 1.00 p.m. at the latest.

6.4.1 In the case of group bookings with accommodation in shared rooms, the guest house will determine how the guests are to be accommodated. A list of all participants with their full names and dates of birth must be handed over to the guest house on arrival at the latest. If the total number of guests exceeds the contractually agreed number of persons, there is no entitlement to accommodation for the additional guests. In the Groß Väter See guest houses, the guest house is responsible for allocating the guests to the holiday homes or buildings. Unless otherwise agreed, the customer is responsible for allocating the rooms in the holiday homes.

6.4.2 In principle, the guest house always strives to maximise bed occupancy. The guest house reserves the right to occupy holiday homes with several groups at the same time and to leave group rooms, kitchen and living areas to several groups.

6.5 Persons under the age of 18 are not permitted to stay overnight in a Dormi room (dormitory). Minors may only stay overnight in private rooms with a written declaration of consent, including a copy of the identity card of a parent or guardian. This regulation does not apply to group travellers accompanied by an adult person authorised by their legal guardian.

7. Deposit for inventory damage

7.1 In the case of group bookings, the guest house is entitled to demand a deposit of 10 euros per person on arrival, up to a maximum of 500 euros per group, which will be refunded in full on departure, provided that the guest house has not suffered any damage caused by the group.

7.2 The customer shall be liable for any damage to inventory unless, in exceptional cases, the customer is not at fault. In the case of group bookings and group holidays, the customer shall be liable in accordance with the statutory provisions on liability for vicarious agents (Section 278 BGB), irrespective of the question of identifying the specific person responsible. Damage to inventory will be settled at the latest on departure, with priority given to the deposit.

7.3 The guest house is not solely responsible for clarifying the responsibility for damage within a group, but the orderer (customer). The Hostel shall be entitled to claim the deposit to cover damage to the inventory, irrespective of proof of fault, unless it is obvious or at least obvious that the party responsible is not at fault. In any case, the customer is free to prove to the Hostel in individual cases that the damage to the inventory was caused without any negligence.

8. Notification obligations

Should disruptions or defects occur in the services of the Hostel, the Hostel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer shall be obliged to make reasonable efforts to remedy the disruption and minimise any possible damage. If the customer culpably fails to notify the Hostel of a defect, this may lead to the exclusion of any claims by the customer if the Hostel should not have been aware of the defect or other complaint in any other way.

9. Liability

9.1 The guest house is generally liable to its guests in accordance with the statutory provisions. In the event of damage to property and financial losses caused by simple negligence, liability shall be limited to the typically foreseeable damage, but not exceeding the insured risk, currently EUR 35,000 for property damage per customer and day, and EUR 50,000 for purely financial losses, irrespective of the length of stay. 9.2 applies to motor vehicles; the special provisions set out in sections 9.3 to 9.5 below apply to property brought into the hostel.

9.2 Liability for loss, theft or damage to motor vehicles, bicycles or the like parked on the premises of the guest house can only be accepted if these have been handed over to the guest house for safekeeping by special arrangement. The use of the car park and the bicycle room is always at the customer's own risk and

does not constitute a safekeeping relationship without special agreement with the management of the guest house. Liability for loss, theft or damage to motor vehicles is limited to a maximum of 50,000 euros per vehicle and day, even if the vehicle is taken into safekeeping, and a maximum of 5,000 euros per vehicle and day for items in the vehicle.

9.3 The Hostel shall be liable to the customer for items brought into the Hostel in accordance with the statutory provisions (Sections 701 et seq. of the German Civil Code (BGB)), but not more than one hundred times the daily accommodation price (if applicable, pro rata per customer in the case of group bookings), up to a maximum of EUR 3,500, of which a maximum of EUR 800 for money, securities and valuables. Any further liability for items brought in is excluded, unless the loss, destruction or damage was caused intentionally or through gross negligence by the Hostel or its employees or the items were refused for safekeeping by the Hostel contrary to the following Section 9.4.

9.4 Money, securities, valuables and other valuables should be handed over to the guest house for safekeeping in the guest house safe. The guest house may only refuse storage if the items have an estimated replacement value of more than 10,000 euros or if the items are otherwise unsuitable for storage under the circumstances or if the guest house cannot reasonably be expected to store them.

9.5 The customer is obliged to notify the Hostel immediately after becoming aware of any damage to items brought into the Hostel. If he fails to do so, his claims shall lapse, unless there is at least simple negligence on the part of the Hostel or its vicarious agents or the items in question have been handed over for safekeeping in accordance with Section 9.4.

9.6 The special provisions in Section 7 (Deposit for inventory damage) apply to inventory damage.

9.7 Messages, post and consignments for guests are handled with care. The guest house will take care of the delivery, storage and - on request - forwarding of the same for a fee. Claims for damages, except for gross negligence or intent, are excluded. The same applies to wake-up calls, which are handled and executed with the greatest possible care, but for which no liability can be accepted either, with the exception of wilful intent and gross negligence.

9.8 The above exclusions and limitations of liability do not apply to damages resulting from injury to life, limb or health, including those resulting from the behaviour of a legal representative or vicarious agent of the guest house.

10. Package travel law

In accordance with the provisions of the new European travel law valid since 01.07.2018 (§§651a to 651y BGB n.F.), the arrangements are subject to package travel law. In the event of payment or a deposit before departure, the customer will receive a travel insurance certificate that securitises this. In these cases, the services are covered by an insurance policy that takes effect in the event of insolvency or non-fulfilment.

11. Final provisions

11.1 Amendments or additions to these General Terms and Conditions must be made in writing, unless reference is made in individual provisions to the possibility of other individual arrangements between the customer and the Hostel. This also applies to the amendment of the written form clause.

11.2 The place of fulfilment and payment is the registered office of the guest house.

11.3 The exclusive place of jurisdiction for commercial transactions is the registered office of the respective guest house.

11.4 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods, including the conflict of laws, is excluded.

11.5 Should individual provisions of these General Terms and Conditions for Guest House Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

Gussow, 04/2026