

## General Terms and Conditions for Hotel Accommodation Contracts

### I. Scope of Applicability

1. These terms and conditions apply to contracts for the rent of hotel rooms for accommodation purposes and to all other goods and services supplied to the customer by the hotel.
2. In order to sublet the rooms that have been rented, to use the hotel rooms for other purposes than for accommodation, for public invitations or other advertising purposes, for interviews, sales or similar events the customer must obtain the prior written consent of the hotel who may also demand payment of an additional remuneration. § 540 paragraph 1, sentence 2 of the German Civil Code is not applicable insofar as the customer is not a consumer.
3. The customer's general terms and conditions only apply if this is previously expressly agreed in writing.

### II. Conclusion of a Contract, Parties, Liability, Statute of Limitations

1. The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm room reservation in writing.
2. If a third party placed the order on behalf of the customer, then the aforementioned third party, together with the customer shall be liable as joint debtor vis-à-vis the hotel for all obligations arising from the hotel accommodation contract only if the hotel has an appropriate declaration to this effect from the third party.
3. Any claims against the hotel shall be limited to one year after the commencement of the general statute of limitations stated in § 199, paragraph 1 German Civil Code. Damage claims are limited to five years after commencement of the aforesaid statute of limitations. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.
4. The customer must inform the hotel without being asked, at the latest upon conclusion of the contract, if the customer's use of the hotel service/s is likely to endanger the smooth operation of the hotel, the security or the reputation of the hotel in the public eye.

### III. Services, Prices, Payment, Set-Off

1. The hotel is under the obligation to provide the rooms booked by the customer and the goods/ services agreed upon. The customer is obliged to pay the applicable or agreed prices of the hotel for rooms provided and for other services supplied. This shall also apply to services and outlay to third parties which the hotel provides upon the customer's express wish.
2. Prices agreed are inclusive of statutory VAT at the current rate. If the period between the conclusion and the fulfillment of the contract is longer than 4 months and if the applicable rate of value added tax is increased during this period, the prices will be adjusted accordingly.
3. If the period between conclusion and the fulfillment of the contract exceeds four months and if the price generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed price appropriately by a maximum of five per cent. For every further year lying between the conclusion and the fulfillment of the contract, the upper limit increases by further five per cent.
4. Moreover, the hotel may change prices if the customer later wishes to make changes to the number of rooms reserved, the hotel services to be provided, or the length of guests' stay, subject to the hotel's consenting to such changes.

5. Unless otherwise agreed, the hotel's invoices are payable and due in full within ten days of receipt. The hotel is entitled at any time to make accumulated accounts receivable due and to demand payment without undue delay. Upon default of payment, the hotel is entitled to demand the appropriate applicable statutory default interest. The hotel reserves the right to prove greater damage. If the customer fails to pay on time, the hotel will be entitled to charge interest on arrears at the current statutory rate (currently 8%)/ in the case of legal transactions involving a consumer at 5% above the base rate. For each official remind issued after he falls into arrears, the customer must reimburse reminder costs of € 5,00 to the hotel. All other costs incurred for the purpose of collection must be borne by the customer.
6. The hotel is entitled to require the payment of a reasonable deposit or the provision of security either on or after the conclusion of the contract. The amount of an advance payment and payment dates may be agreed in writing in the hotel booking contract.
7. The customer is only entitled to offset claims which have been recognized as valid or which are legally final and binding against claims of the Hotel.
8. Pets may only be brought in if the hotel has consented beforehand, and a charge may be imposed.

#### **IV. Repudiation by Customer (Cancellation, Annulment)/ Failure to use Hotel Services (No Show)**

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If consent is not given, then the price agreed in the contract must be paid even if the customer does not make use of the contractual services. This shall not apply with the breach of obligation of the hotel to take into account the rights, objects of legal protection and interests of the customer, if abiding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.
2. To the extent that the hotel and the customer agreed in writing upon a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if he does not exercise his cancellation right in writing vis-à-vis the hotel by the agreed date, insofar as no case pursuant to No. 1, sentence 3 supra exists.
3. If the rooms are not used by the customer, the hotel must give an appropriate credit for the income from renting the rooms to other parties and also for saved expenses.
4. At their discretion the hotel may demand the contractually agreed compensation and make a flat-rate deduction for saved expenses. In this case, the customer is obligated to pay 90 per cent of the contractually agreed rate for accommodation with or without breakfast or for packages including external services, 70 per cent for accommodation with half-board, and 60 per cent for accommodation with full-board packages. The customer is at liberty to show that claim mentioned above was not incurred or not incurred to the amount demanded.

#### **V. Cancellation by the Hotel**

1. To the extent that a right of gratis cancellation within a certain period is agreed in writing with the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission upon inquiry thereof by the hotel. The same applies to the granting of an option if there are other inquiries and the customer is, if requested by the hotel, not prepared to make a fixed booking.

2. If an agreed advance payment or an advance payment demanded pursuant to Item III , No. 6 supra is not made even after a reasonable period of grace set by the hotel has expired, then the hotel is likewise entitled to cancel the contract.
3. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if
  - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
  - rooms are reserved with misleading or false information regarding material fact, such as the identity of the customer or the purpose;
  - the hotel has just cause to believe that use of the hotel`s services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel`s sphere of control or organisation;
  - there is a breach of the item I No.2 supra.
4. The customer can derive no right to compensation from justifiable cancellation by the hotel.
5. The hotel is entitled to forbid and/or demand the immediate termination of interviews and sales or similar events which have not been approved.
6. If in case of cancellation according to No. 2 or 3 supra, the hotel has a claim for damages, the hotel may charge a lump sum for the claim. In this case, clause IV No. 4, sentences 2 and 3 apply accordingly.

## **VI. Room Availability, Delivery and Return**

1. The customer does not have the right to be provided with specific rooms.
2. Reserved rooms are available to the customer from 3 p.m. on the agreed arrival date. The customer does not have the right to earlier availability. Unless a later arrival time has been expressly agreed upon or the respective room has been paid in advance, the hotel is entitled to let the booked room to another party after 6 p.m. without the customer being able to derive a claim against the hotel from this fact. This is without effect on any claims from the hotel resulting from clause IV. There is no obligation to let the room to another person.
3. Rooms must be vacated and made available to the hotel no later than 11 a.m. on the agreed departure date. After that time, on the grounds of the delayed vacating of the room resulting in use exceeding the contractual time, the hotel may charge 50 per cent of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m. (after 6:00 p.m.: 100 per cent). The customer is at liberty to prove that the charge mentioned was not incurred or not incurred to the amount demanded.

## **VII. Liability of the Hotel**

1. The hotel is liable to exercise the duty of care of an ordinary merchant pursuant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such that result from injury to life, body or health when the hotel is responsible for the breach of the obligation, furthermore other damage resulting from an intentional or grossly negligent breach of obligation by the hotel and damage resulting from an intentional or negligent breach of similar typical contractual obligations of the hotel. A breach of obligations by the hotel is deemed to be equivalent to a breach of the statutory representative or employee. Should disruptions or defects in the performance of the hotel occur, the hotel shall, upon gaining knowledge thereof or upon objection from the customer, act to remedy such without undue delay. The customer is obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum. Moreover, the customer is obliged to inform the hotel as soon as possible if an extraordinary high loss is liable to arise.

2. The hotel is liable to the customer for property brought in to the hotel in accordance with the statutory provisions, i.e., up to one hundred times the room rate, not to exceed an amount of € 3.500 and for cash, securities and other valuables not exceeding an amount of € 800 (and only if these were stored in the locked room-safe). Cash, securities and valuables may be stored in the hotel safe up to a maximum value limit corresponding to the insurance cover in place for the hotel concerned. The hotel recommends guests to take advantage of this service. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction, or damage (§ 703 German Civil Code). With regard to more extensive liability of the hotel, No.1, sentences 2 to 4 supra shall apply respectively.
3. If the customer is provided with a parking space in the hotel garage or an open air hotel parking space, this does not constitute a safekeeping agreement, even if a fee is charged. The hotel has no monitoring obligation. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property or in a parking space, nor the contents thereof, excepting cases of intent or gross negligence. No. 1, sentences 2 to 4 supra shall apply respectively. The hotel must be informed immediately about possible damage.
4. Wake-up calls carried out by the hotel with the greatest possible diligence, but no liability is accepted. Messages, mail, and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and for a fee forward such items (on request). No. 1, sentences 2 to 4 supra shall apply respectively.
5. Items that the customer has left behind are only forwarded at the customer's request, risk and costs. The hotel keeps such items for three months after which time they are, as far as they have any value, handed over to the local lost property office. No. 1, sentences 2 to 4 supra shall apply respectively.

#### **VIII. Final Provisions**

1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for the Hotel Accommodation must be made in text format, otherwise, they are not valid. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the registered office of the hotel
3. The sole places of jurisdiction for commercial transactions - including disputes about cheques and bills of exchange – is the registered office of the hotel. If a contract partner meets the requirements of § 38 Paragraph 2 of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the registered office of the hotel shall be considered the place of jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation Contracts be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. In this case, the parties will agree upon a new provision being as close as possible to the sense of the invalid one