

Terms and conditions

for the Hotel Accommodation Agreement

I. Scope

- 1.1. These terms and conditions shall apply to agreements for the provision of hotel rooms for accommodation on a hire basis as well as to all services performed and objects provided by the Hotel for the Customer.
- 1.2. Any sublease or further lease of the provided rooms or any use thereof for purposes other than accommodation shall require the prior written approval of the Hotel; application of German Civil Code (Bürgerliches Gesetzbuch, BGB) Section 540(1) second sentence shall be prohibited unless the Customer is a consumer.
- 1.3. Customer terms and conditions shall only be applicable if they have been explicitly approved in writing beforehand.

II. Entry into Agreement, Parties to Agreement, limitation period

- 2.1. The Agreement shall take effect on acceptance of the Customer's request by the Hotel. The Hotel shall have the option of confirming the room booking in writing.
- 2.2. The Parties to the Agreement shall be the Hotel and the Customer. If a third party has placed the order for the Customer, the third party and the Customer shall have joint and several liability to the Hotel for all obligations under the Hotel Accommodation Agreement, provided a corresponding declaration from the third party has been provided to the Hotel.
- 2.3. Any claims against the Hotel shall normally be time-barred one year after commencement of the regular, awareness-dependent limitation period provided in BGB Section 199(1). Claims for damages shall expire after five years regardless of whether relevant knowledge was obtained. Shorter expiry deadlines shall not apply to claims based on an intentional or grossly negligent breach of obligation by the Hotel.

III. Services, prices, payment, offsetting of accounts

- 3.1. The Hotel shall hold ready the rooms booked by the Customer and shall perform the agreed services.
- 3.2. The Customer shall be required to pay the Hotel's prices that are stipulated or applicable for the provision of the rooms and for any other utilised services. This shall also apply to Customer-initiated services performed by the Hotel for third parties and Customer-initiated expenses paid by the Hotel to third parties.
- 3.3. The agreed prices shall include the applicable value added tax. Should the time between entry into the Agreement and the performance of this Agreement exceed four months, and should the price generally charged by the Hotel for such services increase, this may reasonably increase the contractually agreed price. The same shall apply if government authorities impose special safety and hygiene regulations that result in additional expense for the Hotel, even if they are for the Guest's safety.
- 3.4. Furthermore, the prices may be adjusted by the Hotel if the Customer subsequently desires changes to the number of rooms booked, the service from the Hotel or the Guests' period of stay and the Hotel agrees to such changes.
- 3.5. Invoices from the Hotel that do not state a due date shall be payable in full within ten days of receipt of the invoice. The Hotel shall be entitled at any time to make due invoices payable and demand immediate payment. If a payment due date is missed, the Hotel shall be entitled to charge the relevant penalty interest provided by law, currently 8 per cent above the base interest rate or 5 per cent for transactions in which a consumer is involved. The Hotel shall reserve the right to demonstrate evidence of incurring greater losses.
- 3.6. The Hotel shall be entitled to obtain reasonable prepayment or security at the time of entering into the Agreement or afterwards; the legal requirements for package travel shall be followed when doing this. The amount of prepayment and the dates for it may be agreed in writing in the Agreement.
- 3.7. The Customer may only use receivables that are undisputed or legally upheld to offset or net against accounts payable to the Hotel.

IV. Customer withdrawal (i.e. cancellation)/ non-utilisation of the Hotel's services

- 4.1. The written approval of the Hotel shall be required for the Customer to withdraw from the Agreement entered into with the Hotel. If such approval is not given, the price stipulated as per the Agreement shall be payable even if the Customer does not utilise contractual services. This shall not apply if the Hotel breaches its obligation to consider

the rights, legal privileges and interests of the Customer if they render the Customer's compliance with the Agreement unreasonable or if the Customer enjoys some other legal or contractual right to withdraw.

- 4.2. Where the Hotel and the Customer have agreed in writing on a date for free-of-charge withdrawal from the Agreement, the Customer may withdraw from the Agreement up to that point in time without incurring claims from the Hotel for payment or damages. The Customer's right to withdrawal shall be void if it does not exercise said right to withdrawal in writing to the Hotel by the agreed date unless the circumstances are a case of Customer withdrawal as described in subsection 1, third sentence.
- 4.3. If the Customer does not utilise booked rooms, the Hotel shall credit against its claims the earnings generated from hiring out the rooms to other persons and also credit the expenses that were saved.
- 4.4. The Hotel shall have the option of demanding the contractually stipulated remuneration and subtracting a lump sum for the expenses saved. In this case, the Customer shall pay at least 90 per cent of the contractually stipulated price for accommodation with or without breakfast, 70 per cent for half-board arrangements and 60 per cent for full-board arrangements. The Customer shall be at liberty to demonstrate that the actual losses suffered are non-existent or are of a lesser amount to reduce the above entitlement accordingly.

V. Withdrawal by the Hotel

- 5.1. If a right to free-of-charge withdrawal within a set period of time has been agreed in writing for the Customer, the Hotel shall be entitled during this period of time to withdraw from the Agreement if there are enquiries from other customers for the contractually booked rooms and the Customer does not waive its right to withdrawal when asked by the Hotel.
- 5.2. If a prepayment that is agreed or demanded in accordance with section 3.6 is not paid even if a reasonable second deadline has been set by the Hotel and missed, the Hotel shall also be entitled to withdraw from the Agreement.
- 5.3. Furthermore, the Hotel shall be entitled to extraordinary withdrawal from the Agreement for an objectively justified reason, for example if:
 - force majeure or other circumstances for which the Hotel is not responsible, e.g. government orders to shut down, make fulfilment of the Agreement impossible
 - rooms are booked while providing misleading or inaccurate information about key facts, e.g. who the Customer is or the booking's purpose
 - the Hotel has reason to believe that the utilisation of the Hotel's service would endanger the Hotel's orderly business operations, security, safety, including from health risks; or public image without this endangerment being attributable to things within the Hotel's control or organisation
 - there exists a breach of section 1.2, above
- 5.4. The Customer shall not be entitled to damages if the Hotel withdraws from the Agreement for cause.

VI. Preparation, provision and return of the rooms/hotel policies

- 6.1. The Customer shall not acquire an entitlement to the provision of specific rooms.
- 6.2. Booked rooms shall be available to the Customer from 3 p.m. on the agreed day of arrival. The Customer shall have no entitlement to earlier provision of the rooms.
- 6.3. The rooms shall be vacated and provided back to the Hotel by no later than 11 a.m. on the agreed day of departure. If the room is not vacated by this time, the Hotel may after this time charge for usage in excess of that stipulated in the Agreement at a rate of 50 per cent of the full lodging (list) price until 6 p.m. and then 100 per cent after 6 p.m. The Customer shall not have any contractual claims as a result of this. The Customer shall be at liberty to provide evidence of there being no grounds for the Hotel to claim this usage charge or there only being grounds for a significantly lesser claim.
- 6.4. The Guest shall be required to comply with the policies applicable at the Hotel. The Hotel shall reserve the right to terminate the Agreement without notice if the Hotel's policies are breached. The Hotel shall remain entitled to the full amount of remuneration in the event that the Agreement is terminated. Expenses that are saved shall be deducted from the remuneration entitlement.

VII. Animals

- 7.1. It shall be prohibited for the Customer to have animals within the Hotel unless the Customer obtains written permission from the Hotel.
- 7.2. Should the Customer bring animals with him or her to the Hotel, the Hotel shall be entitled to terminate the Agreement with the Customer without notice. The Hotel's entitlement to remuneration shall remain valid in full in the event of Agreement termination. Expenses that are saved shall be deducted from the remuneration entitlement.

VIII. Hotel liability

- 8.1. The Hotel shall be liable for applying the due care of a prudent business enterprise when discharging its obligations under the Agreement. It shall be impossible for the Customer to claim damages. Excluded from this shall be damages related to injury to life, limb or health where the Hotel is responsible for the breach of obligation; miscellaneous losses stemming from an intentional or grossly negligent breach of obligation by the Hotel and losses stemming from an intentional or grossly negligent breach by the Hotel of obligations typical for the nature of the Agreement. A breach of obligation committed by a legal representative or agent shall be seen as equivalent to one committed by the Hotel. Should there be disruptions or defects apparent in the Hotel's services, the Hotel shall endeavour to provide redress when informed or on receiving an immediate complaint from the Customer. The Customer shall be required to contribute what is reasonable for the Customer for the resolution of the disruption and minimising potential damage.
- 8.2. The Hotel's liability to the Customer for objects brought into the Hotel shall be based on statutory provisions and limited to the room charge multiplied by 100, capped at €25,000. Money, securities and valuables of a value up to a maximum of €100,000 may be kept in the Hotel's safe. The Hotel recommends making use of this option. The liability entitlements shall be void if the Customer does not immediately report to the Hotel any loss, destruction or damage after gaining knowledge of it (in accordance with BGB Section 703). Hotel liability in excess of this shall be governed accordingly by subsection 1, sentences 2 to 4, above.
- 8.3. If the Customer is provided with a parking bay in the Hotel garage or in a Hotel car park, including for a fee, this shall not represent entry into a safekeeping agreement. If vehicles parked or shunted on the Hotel property or the contents of them go missing or are damaged, the Hotel shall not be liable except in cases of intent or gross negligence. Subsection 1, sentences 2 to 4, above, shall apply accordingly.
- 8.4. Messages, post and goods received for the Guests shall be treated with care. The Hotel shall receive and store these items and, if desired, forward them for a fee. Subsection 1, sentences 2 to 4, above, shall apply accordingly.

IX. Concluding provisions

- 9.1. Amendments or additions to the Agreement, to the acceptance of the request or these Terms and Conditions for Hotel Accommodation shall be made in writing. Unilateral amendments or additions by the Customer shall be prohibited.
- 9.2. The place of performance and payment shall be the registered place of business of the Hotel.
- 9.3. The sole venue for commercial dealings shall be the court having jurisdiction for the Hotel's registered place of business, including for cheque and promissory-note disputes. Where a Party meets the requirement of German Code of Civil Procedure (Zivilprozessordnung, ZPO) Section 38(2) and does not have a venue within Germany, venue shall be the court having jurisdiction for the registered place of business of the Hotel.
- 9.4. German law shall be applicable. Application of UN sales law or conflict-of-law provisions shall be prohibited.
- 9.5. Should individual provisions of these Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Statutory provisions shall otherwise apply.