

# General Terms and Conditions for Hotel Accommodation

## Contracts Scope of Contract

1. These terms and conditions apply to contracts for the rental of hotel rooms for accommodation purposes as well as all other goods and services rendered by the Hotel for the customer.

2. Prior written consent by the Hotel is required if rooms provided are to be sublet or rented to third parties or used other than for accommodation purposes.

3. The customer's terms and conditions shall only apply if these were agreed in advance. Contract Conclusion, Parties, Liability, Limitation 1. The contract shall come into force upon the hotel's acceptance of the customer's application. The Hotel can elect to confirm the room reservation in writing. The contracting parties are the Hotel and the customer. Should a third party have booked a room on behalf of a customer, then that third party and the customer shall be liable to the Hotel as joint debtors for all obligations arising from the Hotel Accommodation Contract, insofar as the Hotel has received a corresponding statement from the third party. The Hotel is liable for its contractual obligations. The liability for wrongful intent and gross negligence claims in areas outside the scope of typical services is limited. The limitation of claim for all customer claims is six months. 5. The above restricted liability and short limitation period shall also apply to the hotel's benefit in cases where obligations have been violated in the contract proposal or positive contractual obligations.

## Services, Prices, Payment, Set-Off

1. The Hotel is obliged to reserve the room booked by the customer and to render the agreed services.

2. The customer is obliged to pay the agreed or applicable prices for the room and any other services he or she makes use of. This also applies to the Hotel's services and outlays to third parties required by the customer.

3. The agreed prices include currently applicable value-added tax. Should the period between the conclusion and performance of contract exceed four months, and should the Hotel's price or the services agreed upon be raised in general, the Hotel may increase the agreed price appropriately, but by no more than 10%.

4. Moreover, prices may be changed by the Hotel if the customer requests changes to number of rooms reserved, hotel services, or length of stay subsequent to conclusion of contract, and the Hotel consents to the changes.

5. Hotel bills not stating a due date are to be paid in full within 10 days after receipt without deductions. The Hotel is entitled to call for the immediate payment of accrued charges at any time. Should payment be delayed, the hotel is entitled to add interest at 4% over the current discount rate of the German Federal Bank. The customer has the right to prove lesser damage; the Hotel reserves the right to prove greater damage.

6. The Hotel is entitled, during or after the conclusion of contract, to demand an advance payment or appropriate security deposit for package tours in accordance with legal regulations. The amount of the advance payment and the payment schedule may be agreed in writing.

7. The Customer may only offset or reduce a Hotel claim with an undisputed or legally binding claim.

## Customer's Withdrawal from the Contract (Revocation or Cancellation)

1. A customer may only cancel the contract made with the Hotel if the written consent of the Hotel is given. If written consent is not given, the customer is obliged to pay the agreed contractual price even if the customer does not avail himself of the contractually agreed services. This shall not apply in the event of statutory delay in performance on the part of the hotel or in the case of impossibility of performance for which the hotel can be held responsible.

2. Insofar as a cancellation date has been agreed upon in writing between the Hotel and the customer, the customer can cancel the contract before that date without being obliged to meet payment or damage claims asserted by the Hotel. The customer's right to withdraw from the contract shall expire if the customer fails to exercise his right to withdraw from the contract in writing, provided that there is no delay in performance on the part of the hotel or impossibility of performance for which the hotel can be held responsible.

3. If rooms are not used by the customer, the hotel shall credit the earnings and saved expenses from renting the rooms to other parties.

4. The Hotel is entitled to demand a lump-sum compensation from the customer for the claims accruing to it. In this case the customer is obliged to pay 80 per cent of the contractually agreed price for accommodation with breakfast, 70% for half pension and 60% for full pension arrangements. The customer can elect to prove that no damage has arisen or that less damage has arisen than demanded in the lump-sum compensation.

## Cancellation by the Hotel

1. If the customer's right to withdraw from the contract within a certain period of time has been agreed in writing, the hotel, for its part, is entitled to withdraw from the contract within this period if there are requests by other customers for the contractually reserved rooms and if the customer, upon further inquiry by the hotel, does not waive his right of withdrawal.

2. If an agreed advance payment is not made by the customer within due time or even after a reasonable grace period set by the hotel under refusal warning, then the hotel is entitled to cancel the contract.

3. Furthermore, the hotel is entitled to effect an extraordinary cancellation of the contract for reasons which are justified on factual grounds, for example if: a) force majeure or other circumstances for which the hotel cannot be held responsible make it impossible to fulfil the contract b) rooms were reserved under misleading or false statements regarding, for example, the customer's identity or the purpose of the reservation. c) the hotel has justified cause to believe that availment of the hotel's services might jeopardize the hotel's smooth business operation, safety, or public reputation, even if such matters cannot be attributed to the hotel's sphere of control or organisation. d) there is a breach of contract as stated under para 2 above.

4. The Hotel must notify the customer immediately if it plans to exercise its right to cancellation.

5. If the Hotel legitimately exercises its right to cancellation, the customer has no claim to compensation.

## Availability, Taking Over and Vacating of Rooms

1. The customer shall have no right to a particular room. 2. Booked rooms are available to the customer from 2.00pm of the arranged arrival day. The customer has no right to access the room earlier.

3. On the agreed departure day customers must vacate their rooms by 11.00am. If the customer remains in the room longer than the time stipulated above, the Hotel may charge an extra 50% of the full room price up to 6.00pm, and may charge an extra 100% after that time. The customer has the right to prove that no damage or significantly lower damages have arisen for the Hotel.

## Liability of the Hotel

1. The hotel is liable to exercise the due care of a prudent businessman. In areas which do not fall under the services typically covered by a hotel accommodation contract, the hotel's liability is limited to such failure of performance, damage, ensuing damage, or disturbances which are caused by an intentional or grossly negligent breach of obligation on the part of the hotel. Should disruptions or deficiencies occur in the performance of the hotel, the hotel, upon knowledge thereof or upon receiving a complaint by the customer, shall use its best endeavours to remedy the situation. The customer shall be obliged to reasonably contribute to the solution of the problem and to minimize possible damages.

2. The hotel's liability for objects brought in by the customer shall be limited according to statutory regulations i.e. to a hundred times the room rate, but no more than € 3,068,00, as well as cash and valuables up to € 3,068,00. Cash and valuables may be kept in the hotel safe or room safe with coverage up to € 10,226.00 (insured sum). The Hotel recommends that the customer make use of these facilities. Liability claims will lapse if the customer does not immediately notify the Hotel of loss, destruction, or damage (§ 703 of the German Civil Code).

3. Legal provisions govern the unlimited liability of the Hotel.

4. Insofar as the hotel provides to the customer a parking space in the hotel garage or on the hotel parking lot, this does not constitute a safekeeping agreement even if the customer pays a fee for the parking space. If motor vehicles or the contents of vehicles parked or manoeuvred or otherwise situated on the hotel premises are lost or damaged, the Hotel shall not assume liability unless such damage has been caused by wilful intent or gross negligence on the part of the hotel. This limited liability shall also apply to the Hotel's employees and agents.

5. Wake-up calls will be carried out by the hotel with utmost care and due diligence. Related damage claims shall be excluded except in cases of wilful intent or gross negligence on the part of the hotel.

6. Messages, mail, packages, and merchandise deliveries for the guests will be handled with care. The hotel will carry out the delivery, storage, and, upon request and at a charge, the forwarding of such items. Related damage claims shall be excluded except in the event of wilful intent or gross negligence on the part of the hotel.

## Final Provisions

1. Any changes or amendments to this contract, to the acceptance of a reservation request, or to the general terms and conditions laid out in the hotel accommodation contract shall be made in writing. Unilateral changes or amendments made by the customer shall be invalid.

2. Place of performance and payment shall be the Hotel's registered office.

3. Exclusive place of jurisdiction for commercial transactions, including disputes involving cheques and bills, shall be the Hotel's registered office. As long as a contracting party meets the conditions of Article §38 Paragraph 1 of German Civil Procedure Law ("ZPO") and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the Hotel's registered office.

4. This contract is governed by the laws of the Federal Republic of Germany.

5. Should individual provisions of the general terms and conditions in the hotel accommodation contract be or become invalid or void, the validity of the remaining provisions in the contract shall remain unaffected. All applicable legal regulations shall also apply.