

**I Scope of Application**

- These General Terms and Conditions shall apply to rental contracts for hotel rooms for accommodation purposes and related services supplied to Customer ("Hotel Accommodation Contract"). "Hotel Accommodation Contract" shall include and replace the below terms: lodging, guest accommodation, hotel and hotel room contract.
- Hotel's prior written approval shall be required for sub-letting any rented rooms, for the usage for purposes other than lodging, public invitations or other advertisement purposes, job interviews, selling or similar events and for the usage of the hotel property outside rented rooms and this may also be subject to the payment of additional remuneration; sec. 540 para. 1 sent. 2 BGB [German Civil Code] shall be waived, unless Customer is a consumer.
- Customer's general terms and conditions shall only apply if this was previously expressly agreed upon in writing.
- Apart from that, additional conditions determined upon contract conclusion shall apply.

**II Contract Conclusion/Partner, Time Limit**

- A contract shall be concluded once Hotel accepts Customer's application. Hotel shall have a right to confirm room bookings in writing.
- Hotel and Customer shall be Contractual Partners. If third parties placed an order on behalf of Customer, they shall be jointly and severally liable to Hotel for any duties under the Hotel Accommodation Contract to the extent that Hotel received a related declaration from the third party.
- Any claims against Hotel shall generally become time-barred one year from the statutory period of limitation; claims for damages shall become time-barred after five years, regardless of knowledge. Abbreviated periods of limitation shall not apply to claims which are based on Hotel's intentional or grossly negligent violations of duties.

**III Services, Prices, Payments, Offsets**

- Hotel must have the rooms ready which Customer booked and render any services ordered by them.
- The breakfast lump sum indicated on the accommodation invoice includes, in addition to breakfast, pro rata shares in the below services which hotel guests are able to use without additional payments: sauna and fitness room usage, car park usage (except for the underground car park), E-car loading station usage on the hotel property and hotel Wi-Fi usage. These charges will also apply if hotel guests do not use these services for any reasons whatsoever.
- Pets may be brought to the hotel only if this was agreed and a charge must be paid (one dog per room).
- Customer shall be obligated to pay Hotel's contractual and/or applicable prices for room provisions and any other services; this shall also apply to any Hotel services and expenses to third parties if these were requested by Customer. Contractual prices shall include applicable value-added tax. Should the value-added tax rate increase on the day of service provision, the contractual prices shall be adjusted accordingly and Hotel may charge the relevant value-added tax increase.
- Hotel may also change prices if Customer subsequently requests changes to the number of room bookings, Hotel services or the time of accommodation for guests and if Hotel agrees to this.
- Hotel invoices not showing a due date must be paid 14 days from receipt with no deductions. Hotel may request Customer to immediately pay outstanding invoices at any time. Should Customer be in arrears, Hotel may request statutory default interest currently amounting to 8% and/or, in the case of legal transactions in which consumers are involved, to the amount of 5% above the base lending rate; any other collection process costs shall be borne by Customer.
- Upon contract conclusion, Hotel may request from Customer reasonable advance payments or collaterals in the form of credit card guarantees or similar. The amount of such advance payments and the due dates may be contractually agreed upon in writing; in the event of advance payments or collaterals for package holiday, statutory provisions shall not be affected.
- In justified cases, e.g. Customer's arrears, Hotel may request advance payments or collaterals in terms of para. 7 above or an increase in contractual advance payments or collaterals until complete payment, even after contract conclusion and prior to the beginning of the stay.
- Also, Hotel shall be entitled, at the beginning of and during Customer's stay, to request reasonable advance payments or collaterals in terms of para. 7 above for existing or future contractual claims, unless these have already been made or provided in terms of para. 7 and/or para. 8 above.
- Customer may only offset their undisputed or legally determined claims against any claims from Hotel, reduce them this way and/or exercise a right of retention.

**IV Withdrawal by Customer (Cancellation/Reversal) and/or Non-Usage of Hotel Services (No-Show)**

- Hotel's written approval shall be required for Customer's withdrawal from any contract concluded with Hotel. If not so, Customer must pay the contractual price also if Customer fails to use any contractual services. This shall not apply to Hotel's violations of duties concerning Customer's legally protected rights, goods and interests if Customer, for this reason, can not be expected to continue such contract or if they are entitled to any other statutory or contractual right to withdrawal.
- If Hotel and Customer agreed upon a date for free-of-charge withdrawal in writing, Customer may withdraw by that date, without this leading to payments to or damages claims for

Hotel. Customer's right to withdrawal shall cease to exist if they failed to exercise this right towards Hotel in writing by the day agreed upon, unless Customer withdraws in terms of sec. IV para. 1 sent. 3.

- If a right to withdrawal was not agreed or if this has already ceased to exist, there is no statutory right to withdrawal or cancellation, either. Hotel shall be entitled to request lump-sum compensation from Customer for any damage incurred by them. In this case, Customer shall be obligated to pay at least 90% of the contractual price for stays with or without breakfast, 70% of half-board arrangements and 60% for full-board arrangements. Customer may produce evidence showing that the above claim exists not at all or that it is smaller than the requested amount.
- Should Hotel calculate the exact amount of damage, compensation shall be limited to the contractual price for services to be rendered by Hotel, reduced by the value of expenses saved by Hotel and by what Hotel earns by using the Hotel services in any other manner.
- The above compensation regulations shall apply accordingly if a guest does not use the booked room or service without communicating this on time (no-show).
- The period for free-of-charge hotel room cancellation shall depend on the number of rooms booked.
  - Group bookings: depending on the group size, free-of-charge cancellation shall be possible not later than 14 weeks prior to arrival; the group contract cancellation conditions shall apply.
  - Arrangements: free-of-charge cancellation until five days prior to arrival. Since this is a lump sum, bad-weather price reductions or reimbursements are not possible. We recommend to purchase travel cancellation expenses insurance.
  - Individual bookings: Low season: free-of-charge cancellation up to 24 hours prior to arrival. High season (public holidays such as Christmas, New Year's Eve): free-of-charge cancellation up to 14 days prior to cancellation.

**V Withdrawal by Hotel**

- If the Parties agreed in writing that Customer may withdraw from a contract on a free-of-charge basis during a given period of time, Hotel may withdraw from a contract during that period if they receive enquiries from other customers for the contractual bedrooms and if Customer, after Hotel's query, does not waive their right to withdrawal. This shall accordingly apply to granting options if Hotel received other enquiries and if Customer, after Hotel's query, fails to make a firm booking during the time period indicated by Hotel. In this case, firm booking shall mean that a hotel accommodation contract is concluded on that day and that the period for free-of-charge withdrawals originally agreed upon is suspended.
  - If Customer fails to make any contractual advance payments or to provide collaterals requested in terms of sec. III para. 7 and/or 8 after a grace period granted by Hotel, Hotel shall also be entitled to withdraw from the contract.
  - Also, Hotel may extraordinarily cancel the contract for factually justified reasons, such as if
    - force majeure or any other reasons beyond Hotel's control make contract fulfillment impossible;
    - bedrooms were booked by indicating misleading or wrong facts, including, without limitation, those concerning Customer or the reason for their stay;
    - there is justified reason for Hotel to believe that the usage of any Hotel services poses a threat to smooth business operations, security or Hotel's reputation without Hotel having any influence on this;
    - a violation of sec. I para. 2 above exists.
- In the event of Hotel's justified withdrawal, Customer shall have no claim for damages.
- Hotel may prevent and/or request any and all job interviews, selling or other events which had not been approved to be immediately terminated.
- Should Hotel have any claims for damages against Customer due to withdrawal in terms of para. 2, 3 and 5 above, Hotel may request a lump sum in this regard; sec. IV para. 3 shall apply accordingly. In these cases, Customer still has the right to show that no damage occurred or that only minor damage occurred.

**VI Room Booking, Provision and Return**

- Customer does not acquire a claim for the provision of certain rooms. If they were promised certain rooms under an order confirmation and/or a hotel accommodation contract which then turn out not to be available, Hotel is obligated to provide for equivalent replacement at their hotel or at other, comparable buildings.
- Booked rooms shall be available to Customer from 3.00 p.m. on the agreed day of arrival. Customer has no claim for earlier provision. Unless later times of arrival were expressly agreed or unless advance payments were made for the relevant room, Hotel shall be entitled to sell booked rooms to other customers after 6.00 p.m., without Customer having a right to deduct any claims against Hotel from this. Hotel's claims under sec. IV shall not be affected by this.
- On the agreed day of departure, the rooms must be vacated by 11.00 a.m. at the latest. After that, Hotel may request 50% of the complete accommodation price for late vacating the room until 6.00 p.m. in contrast to the contract; after 6.00 p.m., it may request 100% of the price.
- This shall not establish any contractual claims for Customer. They shall be entitled to show that Hotel suffered no loss of earnings at all or that the loss was smaller.

**VII Hotel's Liability**

- Hotel shall be liable for their contractual duties with such level of care which prudent businesspersons would apply.

Customer's claims for damages shall be excluded. This shall not include any damage resulting from violations of life, limb or health for which Hotel is responsible, other damage based on Hotel's intentional or grossly negligent violation of duties and any damage based on Hotel's intentional or negligent violation of typical contractual duties. The representatives' or vicarious agents' violations of duties shall be deemed Hotel's violations. Should Hotel's services be disrupted or defective, Hotel shall immediately remedy once they became aware of this or once Customer notified Hotel of any defects. Customer must take reasonable efforts to remove any disruptions or to keep any damage as small as possible.

- For items brought along by Customer, Hotel shall be liable according to statutory provisions, that is, to the maximum amount of a hundredfold of the room price and not more than EUR 3,500.00 for money, securities and other treasures with a value of up to EUR 800.00. Money, securities and treasures may, up to a maximum value, be stored in the hotel or room safe according to the sums insured of the relevant hotel. Hotel recommends to use this possibility. Liability claims shall cease to exist, unless Customer, after becoming aware of loss, destruction or damage, fails to immediately notify Hotel (sec. 703 BGB). Liability shall only exist in cases where rooms and containers in which the items had been stored were locked.
- If Customer is provided with a parking space at the hotel garage or car park, also for money, this shall not be considered the conclusion of a storage contract. Hotel shall not be liable for the theft of and damage to vehicles parked on the hotel property or for their contents, except for cases of intention and gross negligence; para. 1 sent. 2 through 4 above shall apply accordingly.
- A wake-up request will be performed with utmost care.
- Hotel does not assume any liability. Notifications, letters and deliveries for guests shall be treated with care, whereby Hotel shall be in charge of delivery, storage and, upon request and against payment, forwarding. Para. 1 sent. 2 through 4 above shall apply accordingly.
- Customer's items left at the hotel shall be forwarded only upon their request and at their expense and risk. Hotel shall store the items for three months. After that, they will be taken to the local lost-and-found office if they clearly have a value. Unless the items have a clear value, Hotel reserves the right, at the end of the term, to destroy them.

**VIII Final Provisions**

- Hotel accommodation contract, order acceptance or General Terms and Conditions amendments and supplements must be made in writing; unilateral amendments and supplements by Customer shall be invalid.
- The place of payments and fulfilment shall be Hotel's registered office.
- The exclusive venue, also for cheque and draft disputes, shall be Hotel's commercial-law registered office for transactions. If any contractual partner fulfils the requirements under sec. 38 para. 2 ZPO and has no venue in Germany, Hotel's commercial-law registered office shall be the venue.
- German law shall apply; CISG provisions and conflict of laws shall be excluded.
- Should individual provisions under these General Terms and Conditions for the Hotel Accommodation Contract be ineffective or invalid, this shall not affect validity of the remaining provisions; apart from that, statutory provisions shall apply. The Parties undertake to replace any invalid provisions by such valid provisions which comes closest to the sense of the invalid ones and which is legally effective.