

**I. Applicability**

1. These terms and conditions apply to contracts regulating the rental use of hotel rooms for lodging purposes, and other services and goods provided to the customer by the hotel.
2. Prior written consent must be obtained from the hotel if rooms are to be sublet or rented to a third party or used for purposes other than lodging whereby § 540, para. 1, sentence 2 of the German Civil Code is waived insofar as the customer is not the consumer.
3. The customer's terms and conditions apply only if so agreed in writing in advance.

**II. Conclusion of contract; parties; limitation period**

1. The contract becomes valid when the hotel accepts the customer's application. At the discretion of the hotel, room reservations may be confirmed in writing.
2. The parties to the contract are the hotel and the customer. If a third party made the reservation, then that party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor with the customer, insofar as the hotel has a corresponding statement by the third party.
3. Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations dependent upon knowledge of § 199, I of the German Civil Code. Damage claims shall be time-barred after five years, independent of knowledge. The reduction of the statute of limitation periods shall not apply for claims, which are based on an intentional or grossly negligent breach of obligation by the hotel.

**III. Performances, rates, payment, set-off**

1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
2. The customer is obligated to pay the applicable or agreed hotel rates for rooms provided and for other services used. This also applies to the hotel's services and outlays to third parties made by the hotel on behalf of the customer.
3. The agreed rates include the relevant rate of value-added tax as required by law. If the period between conclusion and fulfilment of contract is in excess of four months, and if the rate

generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed rate to a reasonable extent, but not by more than 5%.

4. Furthermore, the hotel may change rates if the customer at a later date wishes to make changes to the number of rooms reserved, the hotel's services required, or the length of stay, given that the hotel consents to such changes.
5. Hotel bills are immediately payable in full. The hotel is entitled, at any time, to call in accrued amounts owed and to require immediate payment. In the case of delayed payment, the hotel is entitled to charge interest at the legal rate of interest for default. The hotel reserves the right to show evidence of higher damages.
6. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of contract or thereafter, observing the legal provisions for package tours. The amount of the advance payment and payment dates may be agreed in writing in the contract.
7. The customer may set off or reduce a claim by the hotel only against an undisputed claim or one that has been adjudicated finally and absolutely

**IV. Rescission by the customer (cancellation) / non-use of contractual services**

1. Rescission by the customer of the contract entered into with the hotel requires the hotel's written consent. If this is not given, then the rate agreed in the contract must be paid even if the customer does not avail himself of the contractual services. This does not apply in cases of an infringement by the hotel of its duty to consider the customer's rights, objects of legal protection or interests in the event that the customer can therefore no longer be expected to abide by the contract or the customer has a legal or contractual right of withdrawal.
2. To the extent the hotel and customer agreed in writing upon a date for rescinding the contract without the incurring of charges, the customer may rescind the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of rescission expires if he does not exercise his rescission right vis-à-vis the hotel by the date agreed except in the event of the customer having the right to rescission as stated in point 1 sentence three.

3. In the event of the customer not using the rooms reserved, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses.

The hotel is at liberty to require that the contractually agreed rate be paid in full and to state a flat-rate for the expenses saved. The customer is then obligated to pay at least 90 percent of the contractually agreed rate for lodging with or without breakfast, 70 percent for room and half-board, and 60 percent for room and full-board arrangements. The customer is at liberty to show that no damages were incurred or that the damages incurred by the hotel were lower than the flat-rate amount charged.

#### **V. Rescission by the hotel**

1. To the extent a right of rescission not incurring charges within a certain period was agreed in writing for the customer, the hotel is entitled for its part to rescind the contract during that period if there are enquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission when asked by the hotel.
2. If an agreed advance payment or a payment requested in accordance with §III.6 is not made even after a reasonable period of grace set by the hotel has expired, then the hotel is likewise entitled to rescind the contract.
3. Furthermore, the hotel is entitled to effect extraordinary rescission of the contract for materially justifiable cause, in the event of
  - circumstances beyond the control of the hotel making it impossible for the contract to be fulfilled
  - misleading or false information regarding major facts, such as the identity of the customer or the purpose is proffered when the reservation is made
  - the hotel has well-founded 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 organization
  - there is a violation of clause (2) above.
4. In the event of the hotel exercising its right of rescission the customer must be notified

without delay.

#### **VI. Room availability, handing over and return of rooms**

1. The customer does not have the right to be provided specific rooms.
2. Reserved rooms are available to the customer from 3 p.m. on the agreed date of arrival. The customer has no right to earlier availability. Rooms must be vacated and made available to the hotel no later than 12 noon on the agreed date of departure. After that time, the hotel may charge 50% of the full accommodation rate (list price) for the non-contractual use of the room until 6 p.m. and if the room is vacated after 6 p.m.: 100 percent. This does not create any contractual remedies for the customer. The customer is at liberty to show the hotel that it incurred no or much lesser damages.

#### **VII. Liability of the hotel**

1. The hotel assumes liability for the due care and diligence of a prudent businessman. The customer's rights to reimbursement of damages are precluded except for such which result from injury to life, body or health and the hotel is responsible for the breach of the obligation, other damage which is caused from an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the hotel which are typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or employee. Should disruptions or defects occur in the hotel's services, the hotel will endeavour to act to remedy such as soon as it becomes aware thereof or upon the customer's notification of the defect. The customer undertakes to contribute reasonable assistance to remedy the disruption and minimize any possible damage.
2. For property brought into the hotel, the hotel is liable to the customer in accordance with the statutory provisions, i.e., up to one hundred times the room rate, not to exceed €3,500, and up to €800 for cash, securities and valuables. Cash, securities and valuables may be stored in the hotel safe or room safe. The hotel recommends that guests utilize this option. No liability claims shall arise there from.
3. Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping

agreement, even if a fee is exchanged. The hotel assumes no liability for a vehicle parked or manoeuvred on the hotel's property, nor the contents thereof, excepting cases of intent or gross negligence. The general terms and conditions for car parks also apply.

4. Messages, mail and merchandise deliveries for hotel guests are handled with care. The hotel will deliver, hold and for a certain fee forward such items on request. Wake-up calls are carried out with the greatest possible diligence. §VII.1 sentences 2-4 applies accordingly.

### **VIII. Final provisions**

Alterations or amendments to the contract, the acceptance of order or these General Standard Terms and Conditions for Hotel Accommodation should be made in writing.

1. Amendments and supplements to the contract, the acceptance proposal or these general terms and conditions for hotel accommodation and the waiving of the written form must be made in writing. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the hotel's registered office
3. In the event of a dispute, also including such concerning cheques and bills of exchange, the courts at the location where the hotel is registered shall have exclusive jurisdiction for commercial traffic. In so far as a contracting party fulfils the requirements as laid out in §38.2 of the ZPO (Civil Code of Procedure) but has no legal venue within the country, the courts at the location of the hotel's registered office shall have 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 be or become null and void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.