

# General Terms and Conditions

Dear hotel guest,

the general terms and conditions set out below will apply to any hotel accommodation contract entering into by your reservation.

## 1 Preamble

- 1.1. A hotel accommodation contract is concluded upon the customer's request for reservation and the hotel's confirmation of such reservation.
- 1.2. The terms and conditions set out herein govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered to the customer by the hotel.
- 1.3. Any sub-letting or re-letting of the rented rooms, surfaces, or spaces for any purposes other than accommodation purposes or purposes expressly stated in the hotel accommodation contract requires the prior written consent of the hotel.
- 1.4. The terms and conditions set out herein shall apply to the exclusion of the customer's own terms and conditions unless otherwise agreed in writing.

## 2 Conclusion of Contract, Partners to the Agreement, Liability, and Statute of Limitation

- 2.1. The hotel accommodation contract shall come into force upon the hotel's acceptance of the customer's request for reservation. It is left to the hotel's discretion whether or not it shall provide a written confirmation of the reservation.
- 2.2. If the content of the confirmation differs from the content of the request for reservation, the differences contained in the confirmation shall become together with the other content legally binding for the customer and the hotel unless, within 10 days after the confirmation has been sent, the customer exercises his right of cancellation provided within the confirmation.
- 2.3. The hotel and the customer are contractual partners. If a third party has made the reservation on behalf of the customer, this party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor together with the customer, insofar as the hotel is in possession of a corresponding declaration given by the ordering party.
- 2.4. All claims against the hotel shall be generally time-barred one year after the statutory commencement of the contract. Reimbursement of 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.

## 3 Provision, Occupancy, and Vacating of Rooms

- 3.1. The customer is not entitled to the availability and provision of specific rooms.
- 3.2. Reserved rooms shall be at the customer's disposal from 3.00 pm on the agreed date of arrival. The customer has no right to earlier availability. Reserved rooms must be checked in to by no later than 6.00 pm. If this is not the case, the hotel is entitled to dispose of the rooms otherwise unless a later time of arrival has expressly been agreed.
- 3.3. On the agreed date of departure, the rooms are to be vacated and made available to the hotel by 11.00 am at the latest. After this time, the hotel is entitled to charge the customer 50% of the full accommodation rate list price for the additional use of the rooms up to 6.00 pm in addition to the damage caused by the customer's late vacation of the rooms. Furthermore, the hotel may charge the customer 100% of the full accommodation rate list price for the additional use of the rooms from 6.00 pm onwards. The customer is free to prove evidence to the effect that the hotel incurred no damage or that the damage incurred was considerably less. If the customer wishes to vacate a room after 11.00 am, the customer shall inform the reception of his wish to occupy the room longer by no later than 10.00 pm on the eve of his departure.

## 4 Services, Prices, Payment, and Set-Off

- 4.1. The hotel is obligated to keep rooms reserved by the customer available for the customer and to render the agreed services. These services arise from the service specifications in the brochure and the confirmation based thereon. If, in the case of a full-board arrangement, lunch is the first meal served on the first day of the customer's stay at the hotel, the contractual performance ends with breakfast being served on the last day of the customer's stay; if the services start with dinner, the contractual performance ends with lunch. Half-board arrangements include the regular provision of dinner.
- 4.2. The customer is obligated to pay the applicable or agreed hotel prices for rooms provided and for other services used. This shall also apply to the hotel's services and outlays to third parties caused by the customer.
- 4.3. The agreed hotel prices for rooms provided shall include lodging, boarding only if booked in addition, applicable statutory service charges and value added tax (VAT) unless otherwise specified in the brochure. All price indication and arrangements shall be made in EUR. In case of modification of the VAT rate, the agreed hotel prices will be respectively adjusted. The hotel shall also be entitled to subsequently charge the customer for any increase of VAT.
- 4.4. The hotel is entitled to change or modify prices if the customer subsequently wishes to make changes in the number of reserved rooms, the services to be provided by the hotel, or the duration of the stay, provided that the hotel confirms such changes or modifications. If the customer wishes to reduce either the number of reserved rooms or the services to be provided by the hotel or the duration of stay, the hotel may agree with such reduction by increasing the room price and/or the price for other services to be provided by the hotel.

- 4.5. Hotel invoices not showing a due date are due and payable in full within 10 days of receipt. The hotel shall be entitled at any time to make accumulating accounts receivable due and payable and to demand payment without undue delay. In case of delay in payment by a consumer, the hotel is entitled to charge the consumer with the legally applicable default interest of 5 percent above the basic interest rate; If the transaction does not concern a consumer, the legally applicable default interests shall be 8 percent above the basic interest rate.
- 4.6. The hotel is entitled, at the date of the conclusion of the contract, to require a reasonable advance payment or security deposit in the form of a credit card guarantee, an advance payment, etc. The amount and payment date of the advance payment may be agreed in writing in the contract. In case of advance payment or security deposit for package holidays the applicable legal provisions shall not be affected.
- 4.7. In justified cases, e.g. the customer's default in payment, the hotel shall be entitled, also after the conclusion of the contract up to the commencement of the event, to demand an advance payment or security deposit within the meaning of the above-mentioned No. 4.6. or an increase of the advance payment or security deposit agreed in the contract up to the total agreed remuneration.
- 4.8. Furthermore, the hotel is entitled to request a reasonable advance payment or security deposit for existing or future claims resulting from the contract according to item 4.6. either at the beginning or during the stay if such advance payment or security deposit has not already been provided according to the stipulations of item 4.6. or 4.7.
- 4.9. The customer may only set-off or reduce a claim of the hotel with a claim which is undisputed or decided with final, res judicata effect.

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

- 5.1. The customer's withdrawal from the contract concluded with the hotel requires the hotel's written consent. If the hotel refuses to give its consent, then the prices agreed in the contract shall still be due and payable, even if the customer does not avail himself of the contractually agreed services. This does not apply, however, in the case 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.
- 5.2. For customers consisting of up to 14 persons (= individual guests), they may withdraw from the contract until 22 calendar days prior to the date of arrival without any obligation for payment or for damage compensation to the hotel. Thereafter, the hotel is entitled to charge the customer as follows:
  - a.) 21 to 15 calendar days prior to the date of arrival = 50% of the room price
  - b.) 14 to 4 calendar days prior to the date of arrival = 70% of the room price
  - c.) 3 or less calendar days prior to the date of arrival = 80% of the room price and 60% of the half-board/full-board arrangement.
- 5.3. For customers consisting of 15 or more persons (= group arrangement) the customer's partial or entire withdrawal from the contract shall entitle the hotel to charge to the customer 90% of the room price (inclusive or exclusive breakfast as agreed) for any revoked or cancelled lodging night as well as 60% of the half-board/full-board arrangement. This shall not apply in the following cases:
  - a.) up to 90 calendar days prior to the date of arrival the customer may withdraw from the contract without any obligation to payment or to damage compensation to the hotel
  - b.) up to 45 calendar days prior to the date of arrival the customer may withdraw from up to 50% of the contractually agreed lodging nights without any obligation for payment or for damage compensation to the hotel
  - c.) up to 30 calendar days prior to the date of arrival the customer may withdraw from up to 25% of the contractually agreed lodging nights without any obligation for payment or for damage compensation to the hotel
  - d.) up to 14 calendar days prior to the date of arrival the customer may withdraw from up to 10% of the contractually agreed lodging nights without any obligation for payment or for damage compensation to the hotel
- 5.4. For changes to or cancellations of reservations of rooms, surfaces, spaces, or other arrangements, the hotel is entitled to charge the customer as follows:
  - a.) 30 to 21 days prior to the date of the event = 45% of the agreed services
  - b.) 20 to 11 days prior to the date of the event = 70% of the agreed services
  - c.) 10 to 0 days prior to the date of the event = 100% of the agreed services.
- 5.5. The customer's right to withdraw from the contract without any obligation for payment or for damage compensation to the hotel as mentioned in para 5.2. through 5.4. shall expire if the customer fails to exercise his right to withdraw from the contract in writing within the aforementioned time frames, 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.
- 5.6. The customer is entitled to prove evidence to the effect that the hotel either incurred no damage at all or that the actual damage incurred amounts to less than the lump sum demanded by the hotel in accordance with para 5.2. through 5.4. If rooms are not used by the customer, the hotel shall apply credit for the earnings from renting the rooms to other parties.

## 6 Cancellation by the Hotel

- 6.1. If the customer's right to withdraw from the contract within a certain period of time has been agreed in writing (see also para 5.2.), 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.

# General Terms and Conditions

- 6.2. 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.
- 6.3. Furthermore, the hotel is entitled to effect an extraordinary cancellation of the contract for reasons which are justified on factual reasons, for example if
- force majeure or other circumstances for which the hotel cannot be held responsible make it impossible to fulfill the contract;
  - rooms were reserved under misleading or false statements regarding, for example, the customer's identity or the purpose of the reservation;
  - the hotel has justified cause to believe that availment of the hotel's services might jeopardize the smooth business operation, safety, or public reputation of the hotel, even if such matters cannot be attributed to the hotel's sphere of control or organisation;
  - there is a breach of contract as stated under para 1.3.

## 7 Liability of the Hotel

- 7.1. The hotel is liable for being operated in a proper business-like manner. 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 obligated to reasonably contribute to the solution of the problem and to minimize possible damages.
- 7.2. The hotel's liability for objects brought in by the customer and kept locked in the safe deposit box of the room shall be limited to the hundredfold room price, but not more than EUR 3.500,00. The liability of the hotel with regard to cash, securities and valuable objects is limited to EUR 800,00. Cash, securities and valuable objects may be kept in the safe deposit of the hotel with coverage up to the maximum amount offered by the insurance of the hotel. If the customer fails to immediately inform the hotel in case of loss, destruction or damage (according to § 703 of the German civil code) the hotel will be discharged of its obligation to compensate. The hotel is not liable if the rooms or the safe deposit boxes containing the objects were not locked.
- 7.3. 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 maneuvered 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 employees and servants of the hotel acting on behalf of the hotel.
- 7.4. Wake-up calls shall 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.
- 7.5. Information of any kind shall be provided in all conscience and to the best of the hotel's knowledge but, however, without any guarantee.
- 7.6. Messages, mail, packages, and merchandise deliveries for the customer shall be handled with utmost care and due diligence. The hotel shall carry out the delivery, storage, and, upon request and at a charge, the forwarding of such aforementioned items. Related damage claims shall be excluded except in cases of wilful intent or gross negligence on the part of the hotel.
- 7.7. The use of sports equipment is at the customer's own risk. The customer should carefully check the equipment prior to use. The hotel shall only be liable for sports accidents incurred by the customer in the fitness area if the hotel is at fault. Apart from that, the hotel suggests that the customer effects a sports accident insurance.
- 7.8. In certain cases, the hotel may assume the complimentary transport of persons and luggage. The liability for any damage to persons or property is limited to the extent of the statutory motor vehicle insurance. The hotel is not liable for losses or delays.
- 7.9. The hotel shall not be liable for services provided by other hotels even if such hotels have been recommended and procured by the hotel.

## 8 Special Notices with Respect to Events

- 8.1. Changes to the number of participants and to the time planning of the event
- Any change to the booked number of participants exceeding 5% shall be notified to the hotel not later than 10 working days before start of the event. Such change shall require the written approval of the hotel. Changes on a larger scale as described above shall entitle the hotel to charge the customer respectively.
  - Any reduction up to 5% of the number of participants by the customer notified to the hotel not later than 10 working days before start of the event will be accepted by the hotel. In case of a change exceeding these 5% the price will be based on the originally agreed number of participants reduced by 5%. The customer shall have the right to demand reduction of the price if the customer can demonstrate that the hotel made costs savings due to the smaller number of participants. The 5% price reduction provided by the hotel to the customer shall be taken into consideration in defining the final price.
  - In case that more participants as agreed will attend the event the real number of participants will be subject of the price calculation. However, if the number of participants surmounts the agreed number of participants by

- more than 5% and the hotel did not approve this change the menu may not be served in the requested form.
- Changes to the number of participants exceeding 10% will entitle the hotel to redefine the prices as well as to offer alternative premises being acceptable to the customer.
  - If the agreed start and end of the event is shifted and the hotel approves this modification, the hotel shall be entitled to charge the additional services to the customer as far as that this modification is not due to the default of the hotel. In case the agreed end of the event is exceeded and the hotel is obliged to move certain guests to another hotel, the customer shall bear the respective costs. Further liability claims of the hotel shall not be excluded.
  - Events lasting longer than 11.00 pm the hotel shall be entitled to charge the extra personal costs to the customer. Furthermore, the hotel may charge the special travelling costs of its employees if they have to return to home later than the usual working time.
- 8.2. The customer shall be fully liable vis-à-vis the hotel for damages caused by the customer himself or by the customer's guests. It is the customer's responsibility to effect appropriate insurance policies. The hotel is entitled to request evidence of such policies.
- 8.3. If the hotel procures external services, technical or other arrangements from third parties for the customer, the hotel does so in the customer's name and at the customer's expense. The customer is liable for the careful handling and proper returning of the facilities and releases the hotel from any and all claims made by third parties.
- 8.4. It is the customer's responsibility to effect the necessary insurance policies for exhibits, seminar-, conference- and convention materials, or technical equipment brought along by the customer. The hotel shall not be liable for lost, damaged, or destroyed objects.
- 8.5. In principle, the customer may not bring food or beverages to the event. In exceptional cases (e.g. national specialties etc.) the hotel and the customer may agree otherwise in a written form, whereby the hotel may charge a service fee and corkage fee respectively.
- 8.6. Newspaper advertisements which convey invitations to job interviews or sales events principally demand the prior written consent of the hotel. In case any such advertisement is published without express consent of the hotel and if, as a result of such a publication, significant interests of the hotel are being impaired, the hotel is entitled to cancel the event, in which case para 5 shall apply accordingly.
- 8.7. The hotel is entitled to cancel the event or to take appropriate safety precautions in case the hotel has just cause to believe that the event might jeopardize the smooth business operation, safety, and public reputation of the hotel or that of the hotel's guests respectively, as well as in the case of force majeure or internal unrest. The hotel reserves the right to bill the customer for the costs the hotel has incurred in taking safety precautions, whereby the hotel does not have to justify to the customer the necessity of taking such safety precautions.
- 8.8. To avoid causing any damage to ceilings and walls, the customer shall first bring the mounting of decorative materials or any other articles into agreement with the hotel. The customer shall safeguard that, in particular, decorative materials comply with the requirements of fire safety regulations. The hotel is entitled to require the presentation of a corresponding attestation made by the responsible fire prevention authorities.

## 9 Special Notices

- 9.1. Pets are welcome at the hotel at an additional charge and only after explicit prior consent has been given to the customer by the hotel management. Pets are not allowed, however, in the common spaces of the hotel such as the restaurant, bar, or fitness area.
- 9.2. The hotel shall forward misplaced, forgotten, or lost items only upon request and for a forwarding fee. The hotel shall reposit such items for a period of 6 months, after which the hotel is entitled to hand over any such item to the local lost property office insofar as it seems to be of apparent value.

## 10 Final Provisions

- 10.1. 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.
- 10.2. Place of performance and payment shall be the hotel's official place of business.
- 10.3. Exclusive place of jurisdiction, also for disputes on cheques and bills of exchange, is the hotel's official place of business.
- 10.4. This contract is governed by the laws of the Federal Republic of Germany.
- 10.5. 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 thereby.