

# General Terms and Conditions for Hotel Accommodation Contract

## 1 SCOPE OF APPLICATION

1.1 These Terms and Conditions apply to contracts pertaining to the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered to the client by the hotel (Hotel Accommodation Contract).

The term "Hotel Accommodation Contract" comprises and replaces the following terms: accommodation, lodging, hotel, hotel room contract.

1.2 Rooms may not be sublet or rented to other parties, or used for purposes other than lodging, without the hotel's prior written consent, where § 540 para. 1, sentence 2 of the German Civil Code (BGB) is waived as long as the client is not a consumer.

1.3 The client's general terms and conditions shall apply only where agreed in advance.

## 2 CONCLUSION OF CONTRACT, PARTIES, STATUTE OF LIMITATIONS

2.1 The contracting parties are the hotel and the client. The contract is concluded upon acceptance of the client's booking request by the hotel. The hotel may confirm the room booking in written form.

2.2 All claims against the hotel shall lapse after one year from the commencement of the limitation period. This shall not apply to claims for damages or to other claims if these latter claims are based on deliberate or gross neglect of duty by the hotel.

## 3 SERVICES, PRICES, PAYMENT, SET-OFF

3.1 The hotel is obligated to keep the rooms booked by the client available and to provide the agreed services.

3.2 The client is obligated to pay the applicable or agreed hotel prices for the rooms reserved and any other services rendered. This also applies to services ordered by the client directly or via the hotel, which a third party provides and the hotel disburses.

3.3 The agreed prices include all taxes and local taxes applicable at the time the contract was concluded. This does not include locally levied taxes, owed by the guest himself according to the particular municipal law, such as visitor's tax.

If the statutory value added tax is changed or if there is a new introduction, change, or abolishment of local taxes relating to the rooms/services after the conclusion of the contract, the prices will be adjusted accordingly. For contracts concluded with consumers, this only applies if four months have passed between the conclusion and fulfillment of the contract.

3.4 The hotel can make its consent to the client's subsequent request for a reduction of the number of reserved rooms, services provided by the hotel, or the client's length of stay dependent on the increase of the price for the rooms and/or for the other services.

3.5 Hotel invoices not stating a due date are payable immediately and without deduction. The hotel may demand immediate payment of due debt from the client at any time. The statutory regulations shall apply if the client defaults in payment. The burden of proof of greater damage lies with the hotel.

3.6 The hotel is entitled to demand a reasonable advance payment or a security, for example a credit card guarantee, from the client upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in written form in the contract. The statutory provisions shall remain unaffected in the case of advance payments or securities for package holidays. The statutory regulations shall apply if the client defaults in payment.

3.7 In justified cases, for example the client's default in payment or the expansion of the contractual scope, the hotel shall be entitled, including after the conclusion of the contract up to the commencement of the stay, to demand an advance payment or a security within the meaning of section 3.6 specified above or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.

3.8 Furthermore, the hotel shall be entitled, at the commencement and during the client's stay, to demand a reasonable advance payment or security deposit within the meaning of section 3.6 mentioned above for existing and future accounts receivable from the contract, insofar as such has not already been paid pursuant to sections 3.6 and/or 3.7 mentioned above.

3.9 The client may only set off or reduce a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

## 4 WITHDRAWAL BY THE CLIENT (CANCELLATION, ANNULMENT)

4.1 The client may only withdraw from the contract concluded with the hotel if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists, or if the hotel gives its explicit consent to the withdrawal. The agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in written form.

4.2 Insofar as the hotel and client have agreed upon a date for the cost-free withdrawal from the contract, the client may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The client's right of withdrawal shall expire if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed date. After the cost-free right of withdrawal has expired, the client shall be obligated to pay the agreed compensation to the hotel.

## 5 WITHDRAWAL BY THE HOTEL

5.1 Insofar as it has been agreed that the client can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time if booking enquiries from other clients regarding the contractually reserved rooms are received and the client, upon enquiry thereof by the hotel with a reasonable deadline set, does not waive his right of withdrawal.

5.2 If an advance payment or security agreed or demanded pursuant to sections 3.6 and/or 3.7 is not made even after a reasonable grace period set by the hotel has expired, then the hotel shall likewise be entitled to withdraw from the contract.

5.3 Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if:

- force majeure or other circumstances beyond the hotel's control render the fulfillment of the contract impossible;

- rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts. The identity or solvency of the client or the purpose of his stay can constitute essential facts;

- the hotel has justified cause to believe that use of the hotel's services might jeopardise the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organisation;

- the purpose or the cause of the stay is illegal;

- there is a breach of section 1.2 mentioned above.

5.4 The justified withdrawal by the hotel does not constitute a claim for damages on the part of the client.

## 6 ROOM AVAILABILITY, DELIVERY AND RETURN

6.1 The client does not acquire the right to be provided specific rooms unless expressly agreed.

6.2 Reserved rooms are available to the client from 3:00 p.m. on the agreed arrival date. The client does not have the right to earlier availability.

6.3 Rooms must be vacated and made available to the hotel no later than 11:00 a.m. on the agreed departure date. After that time, on the grounds of a delayed vacating of the room for use beyond what was contractually agreed, the hotel may charge 50% of the full accommodation rate (list price); this shall rise to 90% from 6:00 p.m. Contractual claims on the part of the client shall not be established hereby. The client may prove that the hotel has no claim or a much lower claim for charges for use of the room.

## 7 LIABILITY OF THE HOTEL

7.1 The hotel shall be liable for damages attributable to it in respect of loss of life, physical injury, or damage to health. It is further liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation on the part of the hotel is deemed to be equivalent to a breach by a statutory representative or vicarious agent. All other claims for damages are excluded unless stipulated differently in this section (section 7). Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection by the client made without undue delay. The client shall undertake actions deemed reasonable for him in order to eliminate the disruption and to keep any possible damage to a minimum.

7.2 The hotel is liable to the client for property brought onto the premises in accordance with the statutory provisions. It recommends that clients use a hotel or room safe. If the guest wishes to bring with him money, securities, or valuables with a value of more than EUR 500 or other possessions with a value of more than EUR 3500, a separate safekeeping agreement shall be necessary.

7.3 Insofar as parking is provided to the client in the hotel garage or hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The hotel only assumes liability for the loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and the contents thereof pursuant to preceding section 7.1, sentences 1 to 4.

7.4 Wake-up calls are provided by the hotel with the greatest possible diligence. Messages, mail, and the delivery of goods for guests shall be handled with care. The hotel will deliver, hold, and, for a fee, forward such items upon request. The hotel only assumes liability according to preceding section 7.1, sentences 1 to 4.

## 8 FINAL PROVISIONS

8.1 Amendments and additions to the contract, to the confirmation of an order, or to these General Terms and Conditions must be made in writing. Unilateral amendments or additions by the client are invalid.

8.2 The place of fulfilment, payment, and exclusive court of jurisdiction in commercial transactions, including for disputes involving cheques and bills of exchange, is Bonn. Insofar as a contracting party fulfils the requirements of section § 38 (2) of the German Code of Civil Procedure (ZPO) and does not have a place of general jurisdiction within the country, the courts in Bonn shall apply.

8.3 German law applies. The application of UN Sales Law and Conflict Law is excluded.

8.4 Should individual provisions of these General Terms and Conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. Otherwise, the legal provisions shall apply.