

GTC

General Terms and Conditions for the Hotel Admission Agreement / Accommodation Agreement (Revised: June 2016)

1. Applicability

1.1 These General Terms and Conditions apply to contracts concerning the rental of hotel rooms / apartments for the purposes of accommodation as well as all other services and deliveries of the hotel (Hotel Admission Agreement) rendered for the customer in this context. The term 'Hotel Admission Agreement' encompasses and replaces the following terms: Accommodation, guest admission, hotel and hotel room agreement.

1.2 The rented rooms may not be sublet to other parties or used for any other purpose than that of accommodation without the prior written consent of the hotel, in which regard Section 540 (1) line 2 of the German Civil Code (BGB) is waived provided that the customer is not a consumer.

1.3 Any general terms and conditions of the customer only apply if this has been expressly agreed in advance.

2. Conclusion of contract, contractual partners, limitation

2.1 The contractual partners are the hotel and the customer. The contract comes into being when the hotel accepts the offer of the customer. The hotel is free to confirm the booking in writing.

2.2 The contractual partners are the hotel and the customer. If a third party has booked a room for the customer, that third party and the customer shall be jointly and severally liable towards the hotel for all obligations under the Hotel Admission Agreement if the hotel has received a corresponding declaration from the third party.

2.3 All claims against the hotel shall become time-barred one year after becoming legally enforceable. Claims for damages shall become time-barred in five years, regardless of whether or not the party was aware of them, unless they are based on injury to life, limb, health or freedom. Such claims for damages shall expire in ten years, regardless of whether or not the party was aware of them. The shortened limitation periods do not apply to claims based on intentional or grossly negligent breaches of duty on the part of the hotel.

3. Services, prices, payment, offsetting

3.1 The hotel is obliged to keep the rooms booked by the customer free and render the agreed services.

3.2 The customer is obliged to pay the agreed and valid prices of the hotel for the use of the rooms and for any other services used by the customer. This also applies to services rendered by third parties and paid for by the hotel that the customer has arranged directly or through the hotel.

3.3 The agreed prices include the valid taxes and local duties as of the date of the conclusion of contract. The prices do not include duties owed by the guest under the local municipal laws, e.g. visitor's tax.

If the rate of statutory VAT changes or if local duties on the object of the service are introduced, changed or abolished following the conclusion of the contract, the prices shall be revised accordingly. With regard to contracts with consumers, this only applies if the period between the conclusion of the contract and the fulfilment of the contract exceeds four months.

3.4 The hotel can render its consent to a subsequently requested reduction in the number of booked rooms, services of the hotel or length of stay of the customer contingent on an increase in the price of the rooms and/or other services of the hotel.

3.5 Invoices of the hotel that do not bear a payment date must be paid in full within ten days of being received by the customer. At any time, the hotel can demand that the customer immediately pay all outstanding receivables. If the customer defaults on payment, the hotel is entitled to charge **default interest at the currently applicable statutory rate of 9 per cent** over the base rate or, for legal transactions involving a consumer, 5 per cent over the base rate. The hotel reserves the right to produce evidence that it has suffered a greater loss.

3.6 The hotel is entitled to request a reasonable deposit or the provision of collateral, e.g. in the form of a credit card guarantee, from the customer upon the conclusion of the contract. The amount of the deposit

and the payment deadlines can be agreed in writing in the contract. Deposits and collateral for package holidays do not affect the statutory provisions.

3.7 In justified cases, e.g. if the customer defaults on payment or if the scope of the contract is extended, the hotel is entitled – even after the conclusion of the contract, until the arrival of the customer – to request the payment of a deposit or the provision of collateral as described in Article 3.6 above or an increase in the deposit or collateral agreed in the contract until the agreed payment is made in full.

3.8 Furthermore, both at the start of and during the customer's stay the hotel is entitled to ask the customer to pay a reasonable deposit or provide collateral, as described in Article 3.6 above, for current and future claims under the contract, provided that a deposit has not already been paid or collateral has not already been pledged under Articles 3.6 and/or 3.7 above.

3.9 The customer may only offset his/her claims against those of the hotel if his/her claim is undisputed or has been established by final judgement.

4. Withdrawal of the customer (cancellation) / failure to make use of the services of the hotel (no show)

4.1 The customer may only withdraw from the contract concluded with the hotel if the customer has been expressly granted a right of withdrawal in the contract, the customer has another legal right of withdrawal or if the hotel expressly agrees to the dissolution of the contract. The agreement of a right of withdrawal and any agreement to the dissolution of the contract must take place in writing.

4.2 If the hotel and customer have agreed a deadline for the free withdrawal from the contract, the customer can withdraw from the contract without entitling the hotel to payment or damages until that date. The right of withdrawal of the customer shall expire if the customer fails to exercise his/her right of withdrawal by the agreed date.

4.3 If no right of withdrawal has been agreed or if it has expired, if the customer has no statutory rights of withdrawal or termination and if the hotel does not agree to the dissolution of the contract, the hotel shall limit its claim to the agreed remuneration despite the failure of the customer to make use of the service. The hotel must count revenue generated by renting the rooms out to other parties and the expenses it will save towards this remuneration. If the rooms are not rented out to other parties, the hotel can deduct a lump sum for the expenses it will save. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for accommodation with or without breakfast, including for package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is free to provide evidence that the aforementioned claim did not arise at all or was not as extensive as alleged.

5. Withdrawal of the hotel

5.1 If it has been agreed that the hotel can withdraw from the contract free of charge within a given deadline, in the same period the hotel is also entitled to withdraw from the contract if other customers are interested in the contractually booked rooms and if, having contacted the customer and set him/her a reasonable deadline, the customer does not waive his/her right of withdrawal.

5.2 Furthermore, if an agreed or requested deposit or collateral is not paid/provided as described in Articles 3.6 and/or 3.7, even after the expiry of a reasonable subsequent deadline set by the hotel, the hotel is entitled to withdraw from the contract.

5.3 Moreover, the hotel is entitled to withdraw from the contract with immediate effect if it has a legitimate reason to do so, especially if

- force majeure or other circumstances for which the hotel is not responsible render the execution of the contract impossible;
- rooms are deliberately booked using misleading or false information or if key information is withheld during the booking process; potential reasons include the identity of the customer, solvency and the purpose of the customer's stay;
- the hotel has good reason to assume that the use of its services might jeopardise the smooth running of its business or the security or reputation of the hotel without this being attributable to the management or organisation of the hotel;
- the purpose of the stay is illegal;
- Article 1.2 has been breached.

5.4 The due withdrawal of the hotel does not entitle the customer to claim damages.

6. Provision, transfer and return of rooms

6.1 The customer is not entitled to stay in specific rooms unless this has been expressly agreed.

6.2 Booked rooms are available to the customer from 3 p.m. on the agreed date of arrival. The customer is not entitled to access the rooms before this time.

6.3 If unable to provide rooms, the hotel is obliged to provide the customer with accommodation of at least equal value.

6.4 The customer must vacate the rooms by 12 noon on the agreed date of departure, leaving them clean and tidy. If the customer fails to vacate the room on time, the hotel can charge 50% of the full lodging price (list price) for use of the room exceeding the bounds of the contract until 6 p.m. and 90% of the lodging price from 6 p.m. onwards. This does not give rise to any contractual claims for the customer. The customer is free to provide evidence that the claim of the hotel to compensation is significantly lower or non-existent.

6.5 The term of the contract is temporary and shall therefore end automatically on the agreed date of departure.

6.6 If, after the expiry of the agreed term, the customer/guest continues using the room, he/she shall be fully liable to pay compensation to the hotel if the hotel has already rented the room out to another guest. The continuation or renewal of the contract must be expressly agreed. Verbal collateral agreements are null and void.

6.7 The customer has the option of extending the contract. In order to make use of this option, the customer must provide the hotel with reasonable advance notice in writing of how long he/she intends to continue using the room. If the hotel has already concluded a contract with another guest for the same apartment, the hotel is entitled to provide the guest with a similar room if the guest wishes to extend his/her stay. If this is impossible, the customer cannot make use of his/her option and the contract shall end upon the expiry of the agreed accommodation period.

7. Liability of the hotel

7.1 The hotel is liable for injuries to life, limb or health for which it is responsible. Furthermore, it is liable for other damage based on an intentional or grossly negligent breach of duty on the part of the hotel or on an intentional or grossly negligent breach of typical contractual duties of the hotel. A breach of duty by a legal representative or vicarious agent of the hotel is equivalent to a breach of duty by the hotel. Unless provided for otherwise in Article 7, all more extensive claims for damages are excluded. Should the services of the hotel be affected by disruptions or defects, the hotel shall endeavour to find a remedy upon becoming aware of them or if the customer reports them. The customer is obliged to take reasonable steps to help remedy the defect and minimise the potential damage.

7.2 The hotel is responsible for items brought in by the customer in line with the statutory provisions. The hotel recommends that guests use the hotel or room safe. If the customer/guest wishes to bring money, securities and valuables worth more than € 800 or other items worth more than € 3,500, this requires a separate safekeeping agreement with the hotel.

7.3 If the customer is provided with a parking space in the hotel garage or car park, including for a fee, this shall not give rise to a safekeeping agreement. If vehicles parked or left on the hotel premises or items inside them are stolen or damaged, the hotel can only be held liable pursuant to lines 1 to 4 of Article 7.1.

7.4 The hotel shall take the utmost care to provide wake-up calls if requested to do so.

It shall handle messages, post and deliveries for guests with the utmost care. The hotel shall assume responsibility for delivery, storage and – if required – forwarding in exchange for a fee. In this regard, the hotel can only be held liable pursuant to lines 1 to 4 of Article 7.1.

8. Responsibilities and liability of the customer/guest

8.1 The customer is obliged to immediately report defects in the contractual object of the service or other contractual services to the hotel or demand a remedy. **The customer is liable for damage caused by a culpable breach of its duty of care.**

8.2 The customer is liable for culpable damage to the object of the contract, including accessories and equipment, caused by the customer or persons granted access to the rooms by the customer.

8.3 The customer must report all defects to the hotel.

8.4 The customer may only withdraw from and/or terminate the contract if the defects are considerable; such an action is only justified if the hotel fails to provide a reasonable remedy within the reasonable deadline set by the customer.

8.5 The claims of the customer shall only remain valid if the report which the customer is obliged to file is not filed and the customer is not responsible for this, if the defect cannot be remedied or if the hotel refuses to provide a remedy.

8.6 The rooms may only be occupied by the number of persons agreed with the hotel. An excessive number of persons in a room can entitle the hotel to terminate the contract with immediate effect and/or charge a reasonable premium.

8.7 In the event of defects or service disruptions, the customer is obliged to take all reasonable steps to help remedy the defect and minimise the potential damage.

8.8 No pets of any kind are permitted unless agreed expressly otherwise with the hotel; if such an agreement does exist, the size and type of the pets must be as described to the hotel.

9. Final provisions

9.1 Amendments and supplements to the contract, the acceptance of the offer or these General Terms and Conditions must be made in writing. Unilateral amendments or supplements made by the customer are not valid.

9.2 The place of payment, fulfilment and exclusive jurisdiction – including for disputes concerning cheques and bills – is the address of the hotel registered in its legal information. If one of the contractual partners meets the criteria of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no place of general jurisdiction in Germany, the place of jurisdiction shall be **The Doorman Betriebsgesellschaft Welle Frankfurt mbH, Leerbachstraße 7, 60322 Frankfurt am Main.**

9.3 German law applies. The UN Convention on Contracts for the International Sale of Goods (CISG) and international private law are excluded.

9.4 If any provision of these General Terms and Conditions should be or become ineffective or null and void, this shall not affect the effectiveness of the remaining provisions. Otherwise, the statutory regulations apply.