

General Terms and Conditions for Hotel Accommodation Contracts

I. Scope of Applicability

1. These Terms and Conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel for the customer.
2. The prior written consent of the hotel is required if rooms provided are to be sublet or rented to other parties or used other than for lodging purposes, whereby § 540, para. 1, sentence 2 German Civil Code is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall apply only if these are previously expressly agreed in writing.

II. Conclusion of Contract, Parties, Liability, Statute of Limitations

1. The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm the room reservation in writing.
2. The parties to the contract are the hotel and the customer. If a third party placed the order on behalf of the customer, then that party shall be liable vis-à-vis the hotel in accordance with § 179 para. 2 German Civil Code, unless the third party can prove that they are empowered to act as a representative, or the represented agrees to the contract respectively.
3. Any claims against the hotel shall be time-barred one year after the commencement of the lawful statute of limitations.

III. Services, Prices, 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 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.
3. The agreed prices include applicable value-added tax as required by law. If the period between conclusion and fulfillment of the contract exceeds four months and if the price generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed price to a reasonable extent but not, however, by more than five percent.
4. Moreover, the hotel may change prices if the customer later wishes to make changes in the number of reserved rooms, the hotel's services, or the length of guests' stay, and the hotel consents to such changes.
5. Hotel invoices not showing a due date are payable and due in full within ten days of receipt. The hotel shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. With default of payment, the hotel shall be entitled to demand interest in the amount of 8 percent or, with legal transactions with a consumer, in the amount of 5 percent above the base interest rate. The customer reserves the right to prove lower damage and the hotel reserves the right to prove greater damage.
6. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, observing the legal provisions, in the case of package tours. The amount of the advance payment and payment dates may be agreed in writing in the contract.
7. The customer may only set-off or reduce a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

IV. Repudiation by Customer (Cancellation, Annulment)/Failure to Use Hotel Services (No Show)

1. If a customer cancels their reservation later than three weeks prior to the predetermined arrival date, they are required to pay a lump sum compensation to the amount of 60% of the prearranged room price. If the customer should cancel later than two weeks prior to the planned arrival date, they are required to pay 70%. If the customer cancels within one week prior to the arrival date, they are required to pay 80% of the prearranged room price.
2. To the extent the hotel and customer agreed in writing upon a date for cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if he does not exercise his cancellation right in writing vis-à-vis the hotel by the agreed date.
3. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses.

V. Repudiation by Hotel

1. To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission upon inquiry thereof by the hotel.
2. If an agreed advance payment or an advance payment demanded pursuant to Item III, Nr. 6 *supra* is not made, then the hotel is likewise entitled to cancel the contract.

3. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if

- force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
- rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose;
- the hotel has justified 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 breach of the item I. Nr. 2 *supra*.

4. The customer can derive no right to compensation from justified cancellation by the hotel.

VI. Room Availability, Delivery and Return

1. The customer does not acquire the right to be provided specific rooms.
2. Reserved rooms are available to the customer starting at 6:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 12:00 noon on the agreed departure date. After this point and up until 6:00 p.m., the hotel may bill the client 60% of the full accommodation rate (list price) due to delayed evacuation of the room. If after this point the room remains occupied, the user fee rises to 80% of the full price, whereas at this point any saved expenses will have already been deducted.

VII. Liability of the Hotel

1. The hotel is liable to exercise its duties with the care of an ordinary merchant in regards to the performance of its obligations arising from the contract. Claims of the customer for 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, and other damage which is caused from an intentional or grossly negligent breach of obligation. 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 in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum.
2. The hotel is liable to the customer for property brought in to the hotel in accordance with the statutory provisions, i.e., up to one hundred times the room rate. However the minimum amount is € 600,00, and the maximum amount is € 3,500,00. Cash, securities and valuables up to a maximum value of € 7,600,00 may be stored in the hotel safe. The hotel recommends that guests utilize this possibility. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction, or damage (§ 703 German Civil Code).
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 loss of or damage to motor vehicles parked or maneuvered on the hotel's property, nor the contents thereof, excepting cases of intent or gross negligence. (§ 708 German Civil Code) This also applies to hotel employees.
4. Wake-up calls are carried out by the hotel with the greatest possible diligence. Messages, mail, and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and for a fee, forward such items (on request). Nr. 1, sentences 2 to 4 *supra* shall apply respectively.

VIII. Final Provisions

1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for Hotel Accommodation should 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 dispute, including disputes for checks and bills of exchange, the courts of Hanover shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party fulfills the requirements of § 38, para. 2 of the German Code of Civil Procedure and does not have a general 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.