

# General Terms and Conditions for the Hotel Accommodation

Translation from the German version

## 1. Scope of validity

- 1.1. These General Terms and Conditions shall apply to contracts concerning the rental of hotel rooms for accommodation as well as any other supplies and services on behalf of the customer.
- 1.2. The sub-letting of the rooms rented as well as the use thereof for purposes other than accommodation shall be subject to the Hotel's prior written approval.
- 1.3. The Customer's General Terms and Conditions shall only apply when it has been agreed to in advance.

## 2. Contract signing, contract partner and contract liability; statutory limitation

- 2.1. The contract shall come into effect once the Hotel accepts the Customer's offer. The Hotel shall be at liberty to confirm the room booking in writing.
- 2.2. The parties to the contract shall be the Hotel and the Customer. In the event that a third party orders for the Customer, such party shall be liable to the Hotel together with the Customer as joint debtor for all obligations arising under the Hotel Accommodation Contract.
- 2.3. The Hotel shall be liable for its obligations under the Contract. In conjunction with non-typical services, liability shall be limited to intent and gross negligence.
- 2.4. The statutory period of limitation for any claims of the Customer shall be 6 months.
- 2.5. Such liability limitation and statutory period of limitation shall apply in favour of the Hotel even in the case of a violation of obligations during the run up to the contract and in any case of breach of contract.

## 3. Services, prices, payment and setting off

- 3.1. The Hotel shall be obliged to have prepared the rooms booked by the Customer and to perform the agreed services.
- 3.2. The Customer shall be obliged to pay for the room used and any other services obtained by him at the price agreed to with the Hotel. This shall also apply to any services and expenses rendered and incurred by the Hotel which the customer orders for third parties.
- 3.3. The prices agreed to shall include value added tax at the rate applicable at the time of entering into the contract. In the event of an increase in statutory VAT, prices shall be automatically adjusted. In the event that the period of time between the time of entering the contract and contract performance exceeds four months and further in the event that the price charged by the Hotel for such services is generally increased, the contractually agreed to price may be increased at a reasonable rate.
- 3.4. Prices may also be changed by the Hotel in the event that the Customer subsequently requests a change in the number of rooms booked, in Hotel services, or in the duration of the stay and if the Hotel agrees to such change.
- 3.5. Invoices issued by the hotel without a pay-by date shall be payable within 10 days after receipt without any deduction. The Hotel shall be entitled to declare receivables as due and to demand immediate payment. In the event of default, the Hotel shall be entitled to demand interest at a rate of 5% above the respective basic interest rate of the European Central Bank. The Hotel shall be entitled to furnish proof of higher damage.
- 3.6. The Hotel shall be entitled – at the time of entering into the contract or later – to demand a reasonable down payment or security, taking the legal regulations into consideration. The amount of such down payment and the payment deadlines shall be as laid down in the contract.
- 3.7. Only an undisputed or unappealable claim shall entitle the Customer to offset or reduce a debt payable to the Hotel.

## 4. Cancellation by the Customer (counter order, withdrawal)

- 4.1. Any cancellation by the Customer of the contract entered into with the Hotel shall be subject to the Hotel's approval in writing. In the event that the Hotel does not issue its approval, the price agreed to in the contract shall be payable if the Customer does not claim the services agreed to. This shall not apply in cases of delayed performance on the part of the Hotel or in the case of the Hotel being unable to perform for reasons for which the Hotel is responsible.
- 4.2. In the event that the Hotel and the Customer agree in writing to a deadline for cancellation of the contract, the Customer shall be entitled to cancel the contract without such cancellation resulting in the Hotel demanding payment or raising claims for damages. The Customer's right to cancel shall expire if he does not exercise in writing his right to cancel by the agreed deadline, unless the Customer is entitled to cancel due to Hotel's default or any other incapacity to perform for any reason beyond the Customer's control.
- 4.3. In the case of rooms not used by the Customer, the Hotel shall be entitled to bill the revenue which would have been generated had the rooms been otherwise rented minus the expenditure saved.
- 4.4. The Hotel shall be at liberty to charge the damages for which the Customer is liable at a flat rate. The Customer shall then be obliged to pay 90% of the contractually agreed price for overnight stay and breakfast, 70% for half-board and 60% for full board packages. The Customer shall be at liberty to prove that no damage has occurred or that the damage suffered by the Hotel is less than the flat rate demanded.

## 5. Cancellation by the Hotel

- 5.1. In the event that a right of cancellation by the Customer within a certain period of time has been agreed to in writing, the Hotel for its part shall be entitled during this period of time to cancel the contract if queries are received from other customers concerning the rooms booked in the contract and the Customer, when requested by the Hotel, refuses to waive his right of cancellation.

- 5.2. In the event that the agreed down payment is not made even after a reasonable respite period is granted by the Hotel also stating that the Hotel will otherwise refuse performance, the Hotel shall then also be entitled to cancel the contract.
- 5.3. Furthermore, the Hotel shall be entitled to cancel the contract for cause, e.g. in the case of
  - force majeure or any other circumstances for which the hotel is not responsible and which render performance of the contract impossible,
  - rooms booked under misleading or false facts (who the customer is, purpose of renting, etc.),
  - the hotel has reason to believe that performance of the contract might endanger the smooth operation of the hotel, the safety or the reputation of the hotel in the public without this being due to the Hotel's management or organisation,
  - a violation of section 1.2. (Scope of validity).
- 5.4. The Hotel shall notify the Customer immediately that it is to exercise its right of cancellation.
- 5.5. In the event of justified cancellation by the Hotel, the Customer shall not be entitled to damages.

## 6. Room provision, hand-over and return

- 6.1. The Customer shall not be entitled to demand the provision of specific rooms.
- 6.2. Booked rooms shall be available to the Customer from 2pm on the day of arrival. The Customer shall not be entitled to demand that rooms be made available earlier.
- 6.3. On the agreed day of departure, the hotel rooms shall be cleared by 11 am at the latest. After this, the Hotel shall be entitled to charge 50% of the overnight stay price to cover the damage caused by the prolonged use of the room up to 6 pm and 100% from 6pm onwards. The Customer shall be at liberty to prove to the Hotel that no damage or significantly lower damage was suffered by the Hotel.

## 7. Hotel's liability

- 7.1. The Hotel shall be obliged to exercise the diligence of a prudent businessman. The liability for non-typical services, is, however, limited to poor services, subsequent damage or disruptions caused by intent or gross negligence on the part of the Hotel. In the event of disruptions or poor services by the Hotel, the Hotel shall, after being informed of the Customer's complaint, attempt to remedy the situation. The Customer shall be obliged to do what can be reasonably expected of him to help remedy the situation and to keep possible damage to a minimum.
- 7.2. The Hotel shall be liable for objects brought to the Hotel by the customer pursuant to the statutory regulations, i.e. up to one hundred times the price of the room – 3,500 Euro max. – as well as for money and valuables up to 800 Euro. Money and valuables up to a maximum value of 7,000 Euro can be stored in the Hotel safe. The Hotel recommends that guests make use of this service. Any claims for damages shall become void if the Customer fails to notify the Hotel immediately after discovering any loss, destruction or damage (Section 703 of the German Civil Code [§703 BGB]).
- 7.3. The Hotel's unlimited liability shall be subject to the statutory provisions.
- 7.4. In the event that the Customer rents or is permitted free of charge to use parking space in the hotel garage or in the hotel parking lot, this shall not be deemed to constitute a contract of custody. The Hotel shall not be obliged to monitor the parking facility. The Hotel shall not be liable for any vehicle or its contents parked or manoeuvring on the hotel premises that becomes lost or damaged, except in cases of intent or gross negligence. This shall apply analogously to the Hotel's agents. The Hotel shall only be liable for direct damage to the vehicle which results from a defect in the parking facility existing at the time the vehicle was deposited there, however, such liability shall be limited to 15,000 Euro per vehicle including accessories. Any damage must be reported to the Hotel no later than when leaving the Hotel premises.
- 7.5. The guest shall use the Hotel's leisure facilities such as saunas and fitness rooms at his own risk. The Hotel shall not be liable for defects which are not immediately recognized despite exercising due care.
- 7.6. The Hotel shall do its utmost to ensure that wake-up calls are on time, that messages conveyed are correct and on time and that goods shipments of all kind are carried out on time. Lost property shall only be forwarded at the request, risk and expense of the guest. Otherwise, lost property shall after a period of one month be passed on to the local lost property office at a reasonable fee. Claims for damages – except for cases of intent or gross negligence – shall be excluded.

## 8. Miscellaneous provisions

- 8.1. Changes or amendments to the contract, contract acceptance or these General Terms and Conditions for Hotel Accommodation shall be made in writing. Unilateral changes or amendments by the Customer shall not be valid.
- 8.2. The place of performance and payment shall be the Hotel's place of business.
- 8.3. Any disputes hereunder shall be solely referred to and decided by the courts of Berlin.
- 8.4. This agreement shall be governed by the laws of the Federal Republic of Germany.
- 8.5. In the event that individual provisions of these General Terms and Conditions are or become invalid, the validity of the remaining provisions shall not be affected thereby. Otherwise, the statutory requirements shall apply.