

General Terms and Conditions for Hotel Room Bookings
Last updated 2 June 2021

I. Scope

- 1) These terms and conditions apply to agreements to hire hotel rooms for accommodation purposes, including all other goods and services provided to the customer by the hotel.
- 2) Differing terms and conditions of the customer shall not apply, unless they are expressly acknowledged by the hotel in writing.

II. Formation of contract, parties

- 1) A hotel accommodation agreement (hereinafter "Contract") is formed between the relevant hotel operator and the customer when the hotel issues a booking confirmation in response to the customer's booking enquiry. The parties to the Contract are the hotel operator and the customer. If the customer enters into the Contract on behalf of a third party, then the third party and not the customer will be party to the Contract with the hotel. The customer must specifically advise the hotel that it is acting on behalf of a third party prior to concluding the Contract and must provide the hotel with the name and address of the actual contracting party.
- 2) Any subletting of the hired rooms or use of the rooms for purposes other than accommodation is subject to the hotel's prior written consent.

III. Services, prices, payment, set-off

- 1) The hotel has an obligation to hold the hotel room booked by the customer in readiness in accordance with these general terms and conditions and provide the other agreed services.
- 2) The customer has an obligation to pay the agreed or applicable prices for the room and any other goods and services received. This also applies to goods and services (including additional services such as food and drink catering, telephone calls etc.) provided to the persons staying at the hotel on the basis of this Contract and/or guests, visitors etc. of the persons staying at the hotel in connection with the accommodation under this Contract.
- 3) The agreed prices include value added tax at the applicable statutory rate. If the period between conclusion of the Contract and the agreed date of arrival exceeds four months and if, during such period, the statutory rate of value added tax or local taxes and duties, if any, are increased, or new local taxes and duties are introduced, the hotel reserves the right to increase the agreed prices by the amount by which the applicable value added tax or local taxes or duties have increased, or by the amount of the newly introduced local taxes and duties.
- 4) If the customer subsequently wishes to make changes to the number of rooms booked, other services provided by the hotel or the duration of their stay, they must obtain the written approval of the hotel. The hotel may make its approval dependent on increasing the price for the room and/or the other services provided by the hotel.

- 5) Invoices issued by the hotel are generally payable within ten days of receipt thereof by the customer. If the hotel and the customer have agreed on a due date for payment and the customer fails to pay by the due date or is in arrears with other payments due to the hotel, the hotel may demand the immediate payment of all outstanding amounts. The hotel may charge interest at a rate of 8% p.a. in the event of late payment. At the latest, the customer shall be deemed in default if they fail to make payment within 30 days of the due date and receipt of an invoice. The foregoing only applies to customers classified as consumers if express reference is made to these consequences in the invoice. The hotel may charge a late payment fee of EUR 5.00 for each overdue notice issued after the customer's default.
- 6) The hotel may require the customer to pay a reasonable amount upfront or a security deposit in the form of a down payment or similar at the time of concluding the Contract. The amount of the upfront payment and the payment deadlines may be agreed in the Contract. The hotel may also require a reasonable upfront payment or security deposit at the beginning or during the customer's stay, unless such a payment has already been made in accordance with sentence 1 of this subsection.
- 7) The customer may only offset counter-claims or exercise a right to withhold payment against claims on the part of the hotel if the customer's counter-claims are undisputed or are established as final and binding.

IV. Rescission by the customer, cancellation

- 1) Subject to any contractual provision to the contrary, the hotel grants the customer the right to rescind the Contract at any time. The following terms apply:
 - a) In the event that a customer cancels their booking, the hotel may claim reasonable compensation.
 - b) The hotel may, at its discretion, demand payment of a flat cancellation fee by the customer instead of an amount of compensation calculated in the specific case. The flat cancellation fee amounts to 90% of the contractually agreed price for accommodation with or without breakfast, 70% of the contractually agreed price for half board accommodation and 60% of the contractually agreed price for full board accommodation. The customer is entitled to furnish proof that the hotel did not suffer any loss or that the loss suffered by the hotel is lower than the flat cancellation fee charged.
 - c) Where the hotel calculates the amount of compensation payable in the specific case, the compensation shall be limited to the contractually agreed price for the service to be provided by the hotel, less the expenditure saved by the hotel and the value of any benefit gained by the hotel as a result of the alternative use of its services.
- 2) The above provisions on compensation apply *mutatis mutandis* if the customer does not use the booked room or services and has not given the hotel timely notice thereof.
- 3) The hotel and the customer may agree in a written Contract that the customer may rescind the Contract with respect to all or some of the contractual services within an agreed period. The customer's right of rescission lapses if they fail to exercise it within the agreed period. The timeliness of the customer's notice of rescission depends on when it is received by the hotel. The customer must give notice of rescission in writing.

V. Rescission by the hotel

- 1) If and to the extent that a right of rescission has been agreed to in writing in accordance with clause IV (3), the hotel may itself rescind the Contract within the period agreed for exercise of the right of rescission if the hotel has received enquiries from third parties about the rooms booked by the customer, it has informed the customer of the situation, and the customer does not, in response to the hotel's enquiry, waive the right of rescission to which the customer is entitled.
- 2) The hotel is also entitled to rescind the Contract if an agreed or required upfront payment or security deposit is not paid even after a grace period set by the hotel has elapsed.
- 3) The hotel is also entitled to rescind the Contract for cause (*aus wichtigem Grund*), particularly if and to the extent that:
 - force majeure or other circumstances for which the hotel is not responsible render performance of the Contract impossible, delay performance or render performance unreasonably difficult for the hotel. Force majeure includes, for example, all kinds of disruptions to operations, fires, natural disasters, epidemics, pandemics, weather conditions, floods, war, uprisings, terrorism, strikes, periodic lockouts, staff shortages, delays with any necessary regulatory approvals, measures taken by regulatory/statutory authorities;
 - rooms were booked on the basis of false or misleading information about key facts, for example the identity of the customer or the purpose of the booking;
 - the hotel has legitimate reason to believe that use of the hotel's services could endanger the smooth operation or security or public image of the hotel, without this falling within the hotel's control or sphere of organisation;
 - the hotel becomes aware of facts indicating that the customer's financial situation has substantially deteriorated since conclusion of the Contract, in particular if the customer fails to settle payments due to the hotel or fails to provide an adequate security deposit, and the hotel's claims for payment would therefore appear to be at risk;
 - the customer has filed for insolvency or discontinued making payments;
 - insolvency proceedings are opened in respect of the customer's assets or such proceedings are dismissed for lack of assets;
 - as a result of renovations or alterations to the hotel building (i) the rooms booked or other areas of the hotel building and/or (ii) more than 20% of the public areas of the hotel building (particularly including the lobby, reception, restaurant, gym rooms or conference rooms) and/or (iii) more than 20% of the hotel's rooms are unavailable.
 - unauthorised subletting as described in clause II (2) has occurred.
- 4) The hotel will notify the customer in writing if it exercises its right of rescission.
- 5) In all cases in which the hotel rescinds the Contract, the customer shall not be entitled to claim compensation of any kind.

VI. Provision, transfer of possession and return of rooms

- 1) The customer has no right to the allocation of specific rooms, unless the hotel has provided written confirmation that certain rooms will be allocated.
- 2) Booked rooms become available to the customer from 3:00 p.m. on the agreed arrival date. The customer has no right to access the rooms before this.

- 3) Booked rooms must be taken up by the customer by no later than 6:00 p.m. on the agreed arrival date. Except where a later arrival time has been expressly agreed, the hotel may allocate booked rooms to other customers after 6:00 p.m. This shall not give rise to any rights to compensation on the part of the customer. The hotel has a right of rescission in such cases.
- 4) Rooms must be vacated by no later than 12:00 p.m. on the agreed departure date. If the rooms are used past this time, the hotel may claim a fee for use as follows:
 - for use until 6:00 p.m., 50% of the normal price for overnight accommodation (listed price);
 - for use after 6:00 p.m., 100% of the normal price for overnight accommodation (listed price).The customer is entitled to furnish proof that the hotel did not suffer any loss or that the loss suffered by the hotel was lower. The hotel is entitled to furnish evidence that the loss suffered was greater.

VII. Liability of the hotel, limitations period

- 1) If the services provided by the hotel are deficient or service disruptions occur, the customer must report the problem without undue delay after becoming aware of it, which in all cases must be prior to departure. The hotel will endeavour to remedy the problem. If the customer fails to report a problem through its own fault, no claim for a reduction of the contractually agreed fee shall be available.
- 2) The hotel's liability shall be governed by the applicable statutory provisions if it acts with intent or gross negligence, in the case of claims based on the fraudulent concealment of a defect, in the case of warranty claims and in the event of loss of life, bodily injury or injury to health.
- 3) Subject to clause VII (2), the hotel shall only be liable for ordinary negligence if a material contractual obligation is breached. In this context, "material contractual obligations" refer to obligations that must be fulfilled in order for the Contract to be properly performed in the first place, which the customer may reasonably expect to be complied with and which, if breached, put attainment of the purpose of the contract at risk. In such cases, liability is limited to the loss or damage that was reasonably foreseeable at the time of concluding the Contract. In all other cases, the hotel's liability for ordinary negligence is excluded.
- 4) The hotel's liability for property brought to the hotel by the customer shall be governed by the applicable statutory provisions, in other words the hotel shall be liable for 100 times the price of the accommodation up to a maximum of EUR 3,500. Such liability is limited to EUR 800 for valuables (cash, jewellery, securities etc.). The hotel recommends that customers avail themselves of the option to store their valuables in the room safe or central hotel safe.
- 5) The above limitations of liability apply to all damages claims regardless of their legal basis, including claims in tort.
- 6) If the customer makes use of a parking space in the hotel garage or the hotel car park, with or without charge, this is independent of the Contract for the hotel rooms and is governed by a separate contractual relationship with the operator of the parking facility.
- 7) The hotel's wake-up service is provided with the customary degree of care. However, if the hotel fails to execute this service or executes it poorly, damages claims are excluded, unless the hotel acted with intent or gross negligence.

- 8) Messages, mail and deliveries for the customer are handled with the customary degree of care. The hotel will deliver and store them and, if expressly requested, forward them for a fee, which it will also do for lost property on request. However, if the hotel fails to carry out this service or carries it out poorly, damages claims are excluded, unless the hotel acted with intent or gross negligence. The hotel will hold the aforementioned items for no longer than one month, after which it may hand them over to the local lost property office subject to a reasonable fee.
- 9) Subject to any shorter limitations period prescribed by law, claims on the part of the customer for the hotel's failure to execute or poor execution of a service or claims based on the hotel's liability for other reasons shall become time-barred no later than two years from the date on which the customer became aware of the loss or damage, or three years from the date that the loss or damage occurred, regardless of whether or not the customer was aware of it. The foregoing does not apply to liability for loss or damage arising from loss of life, bodily injury or injury to health or other loss or damage caused by an intentional or grossly negligent breach of duty by the hotel, a legal representative or agent for which the hotel is vicariously liable.

VIII. Miscellaneous

- 1) Amendments and supplements to the Contract to hire hotel rooms or these general terms and conditions are not valid unless executed in writing. The foregoing also applies to any amendments to this written form requirement. To meet the written form requirement within the meaning of these general terms and conditions, it is also sufficient for notices to be sent solely (i) by signed fax; or (ii) by e-mail, however a signed and scanned document must be attached to the e-mail. It is also sufficient if each party signs and sends the document intended for the other party.
- 2) The place of performance and payment is Düsseldorf.
- 3) If the customer is a person engaged in trade or commerce (*Kaufmann*) or a legal entity under public law (*juristische Person des öffentlichen Rechts*), the courts at the place of performance referred to in clause VIII (2) shall have exclusive jurisdiction. The hotel may also bring actions and initiate other court proceedings at the customer's place of general jurisdiction.
- 4) The laws of the Federal Republic of Germany apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 5) If individual terms of the Contract or these general terms and conditions are or become invalid or void, this shall not affect the validity of the other terms. The statutory provisions shall otherwise apply.