General Terms and Conditions of the Hotel Accommodation Contract

I. Scope

1. These General Terms and Conditions apply for the Hotel Accommodation Contract as well as all other services and supplies rendered to the Guests by the Hotel.
2. Derogating terms and conditions, even if included in the General Terms and Conditions of the Guest or the Ordering Party, shall not apply unless expressly acknowledged in text form by the Hotel.

II. Conclusion of Contract, Contractual Partner

1. Upon the Guest's request for reservation, a hotel accommodation contract comes into existence upon the Hotel's corresponding confirmation of the reservation (hereinafter referred to as "Contract") between the respective operating company of the hotel and the Guest..
2. Contractual Partners are the Hotel and the Guest. If a third party has made the reservation on behalf of the Guest, this party shall be liable to the Hotel jointly and severally together with the Guest for all obligations arising from the Contract if the Hotel has been submitted a corresponding declaration given by the Ordering Party. Independent of this, any Ordering Party is obliged to pass on all booking-related information to the Guest, in particular the present General Terms and Conditions.
3. Sub-letting and re-letting of rooms let as well as their use for purposes other than accommodation shall require the Hotel's prior consent in text form.

III. Services, prices, payment, set-off

1. The Hotel is obliged to have the booked rooms available according to the present General Terms and to render the services agreed.
2. The Guest is obliged to pay the prices applying to or agreed on for provision of accommodation and additional services he / she has used. This also applies to third-party services and expenses which are incurred to the Hotel by the Guest or the Ordering Party. The agreed prices shall be understood inclusive of VAT. If the period elapsing between conclusion of the contract and arrival of the Guest exceeds four months and after conclusion of the contract VAT at the statutory rate or any applicable local taxes and levies increase or new local taxes and levies are introduced, the Hotel reserves the right to increase the agreed prices by the amount by which the applicable VAT or local taxes and levies have increased or by the amount equal to the new local taxes and levies.
3. The Hotel may make its consent to a reduction in the number of booked rooms, the service of the Hotel or the duration of the Guests' stay conditional on an increase in the price for the rooms and/or for the other services of the Hotel.
4. Upon receipt, invoices issued by the Hotel shall become due for payment immediately, without deduction. The Hotel may at any time request the Guest to pay claims due for payment without undue delay. The Guest shall be in default at the latest upon failure to pay within 30 days after the due date and receipt of an invoice. This shall apply to a Guest who is consumer only if these consequences have been specified in the invoice. For each reminder sent after default occurs, the Hotel may charge a reminder fee in the amount of € 5.00.
5. The Hotel is entitled to request from the Contractual Partner, on conclusion of the Contract or later, a reasonable advance payment or security in the form of a credit card guarantee, downpayment or similar. The amount of the advance payment and the payment dates may be agreed in the Contract in writing text form.
6. In justified cases, e.g. payment arrears of the Guest or expansion of the contractual scope, the Hotel is entitled to request, also after conclusion of the Contract up to the commencement of the stay, an advance payment or furnishing of security within the meaning of clause 5 above or the increase in the advance payment or security agreed in the Contract up to the full agreed remuneration.
7. The Hotel is further entitled, at the beginning of and during the Guest's stay, to request a reasonable advance payment or furnishing of security within the meaning of clause 5 above for existing and future claims under the Contract unless such advance payment or furnishing of security has already been effected in accordance with clause 5 and/or clause 6 above.
8. The Guest shall be entitled to set off a claim of the Hotel only with unappealable and final *res judicata* claims.

IV. Rescission by the Guest, cancellation

1. The Hotel grants to the Guest the right to rescind the Contract at any time subject to the following conditions:
a) If the Guest rescinds the booking, the Hotel shall be entitled to reasonable compensation.
b) The Hotel may elect to claim from the Guest damage compensation in the form of a lump-sum compensation amount instead of a specifically calculated compensation. The lump-sum compensation shall amount to 90% of the contractually agreed price for overnight accommodation with or without breakfast, 70% of the contractually agreed price for overnight accommodation with half-board and 60% of the contractually agreed price for overnight accommodation with room and full board arrangements. The Guest shall be free to prove that the Hotel has not suffered any damage, or that the damage incurred to the Hotel amounts to less than the lump-sum compensation claimed.
c) If the Hotel calculates the damage specifically, the amount of such reasonable damage may total as a maximum the contractually agreed price for the services to be rendered by the Hotel, less the value of the expenses saved by the Hotel as well as the amount accruing to the Hotel from supplies and services rendered to any other contractual partners instead.
2. The above provisions on the compensation shall apply *mutatis mutandis* if the Guest does not make use of the booked room or the booked services and fails to notify this fact to the Hotel in due time.
3. If the Hotel has granted to the Guest an option to rescind the Contract within a certain period without any further legal consequences, the Hotel shall not be entitled to any compensation. For the question of whether the declaration of rescission is made in due time, receipt thereof at the Hotel shall be decisive. The Guest has to declare the rescission in writing text form.

V. Rescission by the Hotel

1. If a rescission right free of charge has been granted to the Guest according to IV clause 3, the Hotel shall likewise be entitled to rescind the Contract within the agreed period in the event that other guests inquire for the booked rooms and the Guest does not waive his/her rescission right free

of charge pursuant to IV clause 3 after being requested to do so by the Hotel.
2. If an agreed advance payment or security, or such advance payment or security as requested pursuant to III clause 5 and/or 6, is not performed, also after expiry of a grace period set by the Hotel, the Hotel shall also be entitled to rescind the Contract.
3. Moreover, the Hotel is entitled to rescind the Contract in particular if
• force majeure or other circumstances not attributable to the Hotel make it impossible to perform the Contract;
• misleading or incorrect statements of material facts have been used in booking rooms, for example with respect to the identity of the Guest or the purpose;
• the Hotel has good reason to assume that the Guest's use of the Hotel's services may jeopardise the Hotel's smooth business operations, safety, or reputation in the public, without such matters being attributable to the Hotel's scope of control or organisation;
• unauthorised sub-letting or re-letting according to II clause 3 exists;
• a case of VI clause 3 exists;
• the Hotel has gained knowledge of the fact that the financial situation of the Guest has considerably worsened after conclusion of contract, in particular if the Guest does not settle due claims of the Hotel or does not provide sufficient security and as a result payment claims of the Hotel appear to be jeopardised;
• the Guest has filed an application for the opening of insolvency proceedings on his/her assets, submitted an asset report pursuant to section 807 of the German Code of Civil Procedure (Zivilprozessordnung – ZPO), initiated extra judicial proceedings for the settlement of debts or suspended his/her payments;
• insolvency proceedings are opened on the assets of the Guest or the opening of insolvency proceedings is rejected for lack of assets.
4. The Hotel is obliged to inform the Guest in text form of the exercise of the right of rescission without undue delay.
5. In the above cases of rescission, the Guest shall not be entitled to compensation for damage.

VI. Arrival and departure
1. The Guest is not entitled to the provision of specific rooms unless the Hotel has confirmed the provision of specific rooms in text form.
2. Booked rooms shall be available to the Guest from 3.00 p.m. on the agreed date of arrival. The Guest shall not be entitled to earlier provision.
3. Booked rooms shall be claimed by the Guest on the agreed date of arrival by 6.00 p.m. at the latest. Unless a later time of arrival has expressly been agreed, the Hotel shall have the right, after 6.00 p.m., to place the booked rooms with other guests, without the Guest being able to claim any compensation as a result. In this regard the Hotel is entitled to rescission.
4. On the agreed date of departure, the rooms shall be vacated and placed at the Hotel's free disposal by 12.00 p.m. at the latest. For rooms not vacated by then, the Hotel may charge, beyond the damage incurred to it thereby, until 6.00 p.m. the daily room rate for the additional use of the room and from 6.00 p.m. 100 % of the full applicable price for board and lodging. The Guest is free to prove to the Hotel that no damage or a considerably lower damage was incurred to the Hotel.

VII. Liability of the Hotel, limitation
1. In the event of any disruption to or defects in the services of the Hotel, the Hotel shall endeavour to remedy the same as notified by the Guest without undue delay. If the Guest culpably fails to notify the Hotel of a defect, this shall not establish the right to reduce the contractually agreed remuneration.
2. Subject to the statutory provisions, the Hotel shall be liable for all damage arising from injury to life, limb and health as well as in the case of a guarantee given by the Hotel and for malicious non-disclosure of defects.
3. For all other damage not covered by VII clause 2 and caused by slight negligence on the part of the Hotel, its legal representatives or its agents, the Hotel shall be liable only if such damage is attributable to a typical contractual obligation . In these cases liability shall be limited to the damage typically foreseeable for this contract type.
4. The foregoing limitations of liability shall apply to all damage claims, irrespective of their legal ground, including claims in tort. The foregoing limitations and exclusions of liability shall also apply to any claims for damages of a Guest against employees or agents of the Hotel. They shall not apply in the cases of liability for a defect if a guarantee for the quality of an object or work has been given or in cases of fraudulently concealed defects or injury to persons.
5. For items brought in, the Hotel is liable to the Guest subject to the statutory provisions, i.e. up to 100 times the room rate, however, up to a maximum of € 3,500.00. For valuables (cash, jewellery etc.), liability shall be limited to € 800.00. The Hotel recommends depositing items in the room safe or central hotel safe.
6. If the Guest is provided with a parking space in the garage or the car-park of the Hotel, even against payment, this shall not constitute the conclusion of a contract of bailment. The Hotel shall not have any surveillance obligations for the vehicles. If vehicles or the contents of vehicles parked or otherwise situated on the Hotel premises are lost or damaged, the Hotel shall be not liable unless the Hotel, its legal representatives or its agents have caused such damage by intent or gross negligence. In this case, the damage must be asserted to the Hotel on departure from the Hotel at the latest.
7. Wake-up services shall be performed by the Hotel with the utmost care. Claims for damages shall be excluded except in cases of gross negligence or intent.
8. The Hotel shall treat with care messages, mail and consignment of goods for the Guests. The Hotel shall ensure delivery, storage and, upon request and against payment, forwarding of the same as well as of found items upon inquiry. Claims for damages shall be excluded except in cases of gross negligence or intent. The Hotel is entitled to hand over the aforementioned items to the local lost property office after a storage period of one month at the latest, charging a reasonable fee.
9. The Guest's claims for damages shall fall under the statute of limitations no later than two years from the time the Guest obtains knowledge of the damage, or, irrespective of such knowledge, no later than three years from the damaging event. This shall not apply to liability for damages arising from injury to life or limb as well as for any other damage based on a breach of duty through intent or gross negligence on the part of the Hotel, a legal representative or an agent of the Hotel.

VIII. Final provisions

1. Changes or amendments to the Contract, in the acceptance of the offer or to these General Terms and Conditions for the Hotel Accommodation Contract shall be made in text form. Any unilateral changes or modifications on the part of the Guest shall be invalid.
2. Place of performance and payment shall be the registered office of the Hotel.
3. The place of jurisdiction – if the Contractual Partner of the Hotel is a merchant or a public-law legal entity – shall be the registered office of the Hotel or, at the Hotel's election, Frankfurt am Main. If the Contractual Partner of the Hotel does not have a general place of jurisdiction within the territory of the Federal Republic of Germany, the place of jurisdiction shall be the registered office of the Hotel. However, the Hotel is also entitled to institute complaints and other legal proceedings also at the Guest's general place of jurisdiction. The Hotel is not willing and not obligated to participate in dispute resolution procedures (Streitbeilegungsverfahren) before a consumer arbitration agency (Verbraucherschlichtungsstelle).
4. The laws of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
5. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. The statutory provisions shall apply additionally.

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