

General Terms and Conditions of Business for Hotel Rooms

I. Scope

- 1) These Terms and Conditions apply to agreements for the letting of hotel rooms for accommodation and to all associated goods and services provided to the customer by the hotel.
- 2) Subletting of the rented rooms and their use for purposes other than accommodation shall require the prior written consent of the hotel. Section 540, paragraph 1, clause 2, BGB [German Civil Code], shall not apply, unless the customer is a consumer.
- 3) The customer's Terms and Conditions shall apply only if agreed upon in writing beforehand.

II. Services, Prices, Payment, Offset

- 1) The hotel undertakes to provide the hotel rooms and other agreed services ordered by the customer.
- 2) The customer undertakes to pay the agreed prices or such prices as are usually asked by the hotel for the hotel room and other goods and services used. This shall also apply to goods and services (including ancillary services such as consumption, telephone calls etc.) used by those accommodated in the hotel on the basis of this agreement and/or in connection with the contractually agreed accommodation of guests, visitors etc. of those accommodated.
- 3) The agreed prices include the statutory value-added tax. Should the period between conclusion and fulfilment of the agreement exceed four months and should the statutory value-added tax change within that period, then the prices shall be adjusted accordingly.
- 4) Should the period between conclusion and fulfilment of the agreement exceed four months and should the price the hotel generally charges for such services increase, then the price contractually agreed upon may be increased by a reasonable amount, subject however to a maximum of 5%. The maximum shall be increased by another 5% for each additional year between conclusion and fulfilment of the agreement in excess of the four months. Price changes according to number 3 shall not be considered.
- 5) If the customer wishes to amend the number of rooms reserved, other services provided by the hotel or the length of guests' stay, then this shall require the hotel's written consent which may be made conditional on an adjustment of the price.
- 6) Invoices without a due date issued by the hotel shall be due and payable without deduction within ten days of receipt of the invoice. If the hotel has granted the customer a credit period or other credit and if the customer defaults on payment with regard to this or any other payment obligation to the hotel, then the credit period or other credit may be cancelled and all accounts receivable may be made due and payable immediately. In the event of default on payment, the hotel shall be entitled to demand the applicable statutory default interest. The hotel shall retain the right to demonstrate

that it has incurred a greater loss and in that case, the customer shall retain the right to demonstrate that the hotel has not suffered as great a loss.

- 7) The customer may offset only uncontested or final counter-claims against claims by the hotel or exert a right of retention in this respect.

III. Rescission / Cancellation by the Customer

- 1) The customer shall only be entitled to rescind the agreement for the renting of function rooms it has concluded if this has been agreed upon in writing in the agreement. If any right of cancellation granted has not been exerted within the term agreed, then the right shall have become extinct on expiry of the term and the agreement shall remain in full force with the consequence that the customer must pay the agreed consideration even if it does not use the goods and services ordered, in particular the hotel rooms reserved.
- 2) If and to the extent the customer does not use reserved rooms, the hotel shall take into account the revenue from the letting of such rooms and any expenses saved. The hotel shall be at liberty to request the fee agreed upon under the agreement and to apply a flat rate deduction for expenses saved. In such an event, the customer shall be obliged to pay at least 90% of the contractually agreed price for accommodation with or without breakfast. The customer shall be at liberty to demonstrate that the right specified above has not accrued or has not accrued in the amount demanded.

IV. Rescission by the Hotel

- 1) If and in so far as the customer has been granted a free-of-charge right of cancellation in a written agreement, the hotel shall within the exercise period of the right be entitled to rescind the contract itself if the hotel has inquiries by third parties for the rooms reserved by the customer and the customer, informed about this fact by the hotel and asked to waive its right of cancellation, does not waive its right of cancellation.
- 2) If and in so far as prepayment is agreed with the customer and the customer fails to pay even after a reasonable extension set by the hotel warning that payment will not be accepted on expiry of the extension, the hotel shall at its option be entitled to rescind the agreement or claim damages for non-fulfilment. III.2) shall apply by analogy to the assessment of the loss.
- 3) Furthermore, the hotel shall be entitled to rescind the agreement for substantive cause, e.g. if
 - ▶ force majeure or other circumstances for which the hotel cannot be held responsible make it impossible or unreasonably difficult for the hotel to fulfil the agreement;
 - ▶ rooms are booked making misleading or false statements as to material facts, e.g. regarding the person of the customer or the purpose of the renting;

- ▶ the hotel has justified cause to assume that the use of the hotel's goods and services may endanger the smooth running of the business, security or the hotel's reputation in the public eye, in areas the hotel is unable to control or to organise;
 - ▶ I.2) has been violated.
- 4) The customer shall not be entitled to compensation in the event of rescission for cause by the hotel.
 - 5) If in the event of rescission according to 2) or 3) above the hotel is entitled to compensation from the customer, then the hotel shall be entitled to claim a lump-sum. III. 2), clauses 2 and 3 shall apply mutatis mutandis.

V. Provision, Handover and Return of Rooms

- 1) Unless otherwise agreed in writing in a particular case, the customer shall not be acquire a right to the provision of specific rooms within a room category.
- 2) Rooms reserved shall be available to the customer from 3 pm on the date of arrival agreed upon.
- 3) The rooms shall be vacated by 12 noon at the latest on the date of departure agreed upon. Thereafter, the hotel shall be entitled to charge the following for loss of use if the rooms are not vacated: up to 6 pm 50% of the regular room price (list price), from 6 pm onwards 100% of the regular room price (list price). The customer shall be at liberty to demonstrate that the hotel has not suffered a loss or not as great a loss. The hotel shall be at liberty to demonstrate that it has suffered a greater loss.

VI. Defects, Liability, Limitation of Actions

- 1) The hotel shall fulfil its contractual obligations with the due diligence of a prudent businessman. Any claims to compensation on the part of the customer shall be excluded. Losses arising from harm to life, physical injury or damage to health where the hotel is responsible for the violation of the obligation, other losses based on a deliberate or grossly negligent violation of obligations on the part of the hotel and losses based on a deliberate or negligent violation by the hotel of obligations typical for the Agreement shall be excluded herefrom. Any violation of obligations by a statutory representative or vicarious agent shall be regarded as equivalent to violation by the hotel. In the event of faults or defects in the services provided by the hotel, the hotel shall endeavour to remedy the defect as soon as it becomes apparent, or in response to the complaint of the customer, which must be lodged without undue delay. The customer undertakes to take all reasonable measures to eliminate the fault and to keep any possible losses to a minimum. Apart from that, the customer undertakes to advise the hotel in due time of the possibility of an exceptionally high loss.
- 2) If the customer uses a parking space in the hotel garage/on the hotel car park – including for a fee -, this is done outside the agreement for the letting of hotel rooms in the context of a separate contractual relationship with the operator of the garage or car park. No custody agreement is concluded with the hotel.

- 3) The hotel shall make wake-up calls with due diligence. Apart from that, VI., 1) shall apply.
- 4) Messages, mail and parcels for the customer shall be handled with due diligence. The hotel will take care of delivery, storage and – if expressly desired – forwarding of same in return for a fee. Apart from that, VI., 1) shall apply.
- 5) Any claims against the hotel shall as a rule become statute-barred one year from the start of the standard limitation period, which starts to run when the obligee has knowledge of the circumstances giving rise to the claim, as per section 199, paragraph 1, BGB. Claims for damages shall become statute-barred independent of knowledge after five years. The reduction of the periods of limitation shall not apply to claims based on a deliberate or grossly negligent violation of obligations on the part of the hotel.

VII. Final Provisions

- 1) Any amendment or additions to the agreement for the letting of hotel rooms or these Terms and Conditions shall only be valid if made in writing.
- 2) Place of performance and payment shall be Berlin.
- 3) The court of the place of performance specified in VII.2) shall have exclusive jurisdiction for any matters including disputes on cheques and bills of exchange. The competence of that court is hereby agreed upon at any rate also in relation to such customers that meet the prerequisites set down in § 38, paragraph 1, ZPO [German code of civil procedure] and/or have no place of general jurisdiction in Germany (the hotel being entitled in the latter case at its option also to sue the customer at its place of general jurisdiction abroad).
- 4) German law shall apply.
- 5) Should individual provisions of the agreement for the letting of hotel rooms and/or these Terms and Conditions be or become invalid, then this shall not affect the validity of the other provisions.