

General Terms and Conditions of Business for Hotel Rooms

Accommodation contract

The general terms and conditions contain the data protection declaration.

1. Scope

1.1 These Terms and Conditions apply to agreements for the rental provision of hotel rooms for accommodation purposes and to all associated goods and services provided to the customer by the hotel.

1.2 Subletting of the rented rooms and their use for purposes other than accommodation shall require the prior written consent of the hotel.

1.3 The customer's Terms and Conditions shall apply only if agreed in written form.

2. Conclusion of Contract, Contracting Parties, Liability, Limitation of Actions

2.1 The contractual parties shall be the hotel and the customer. The contract shall assume validity once the customer's request is accepted by the hotel. The latter shall be at liberty to confirm a room booking in writing.

2.2 If a third party has ordered for the customer, said third party shall be liable to the hotel together with the customer as the co-debtor for all obligations from the hotel accommodation agreement provided that the hotel is in possession of a declaration of the third party.

2.3 The hotel shall be liable for its obligations from the agreement. For all occurrences beyond the services typically to be rendered, said liability shall be limited to cases of intent and gross negligence on the part of the hotel.

2.4 All customer claims become time-barred after one year from the date of conclusion of the contract. Excluded from this are claims for damages due to injury to life, body or health or due to grossly negligent or deliberately caused damage. In all other respects, the general provisions of the German Civil Code shall apply.

2.5 This limitation of liability and short period of limitation shall apply in favour of the hotel including the breach of obligation in terms of contract negotiations and positive breach of contract.

3. Services, Prices, Payment and Offset

3.1 The hotel commits to provide the hotel rooms and other agreed services ordered by the customer.

3.2 The customer commits to pay the prior to the stay agreed or else prevailing prices for the hotel room and other goods and services made use of. This shall also apply to goods and services 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.

3.3 All agreed prices include statutory value-added tax, which is valid on completion date. Not included are local taxes, which be paid by guests (e. g. visitor's 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; not exceeding a 10% increase.

3.4 Moreover, the hotel may change prices if the customer wishes to make changes in the number of reserved rooms, the hotel's services, or the length of the guests' stay and the hotel consents to such changes.

3.5 Invoices of the hotel without due date are payable without deduction within 14 days from receipt of the invoice. The hotel is entitled to call in accrued claims at any time and to demand immediate payment. In the event of a default in payment, the hotel is entitled to charge an interest of delay of 9% (for legal transactions without

consumer participation) or 5% (for legal transactions in which a consumer is involved) above the valid base rate of the EZB applicable at that time. The customer keeps the right to prove a lower damage, the hotel a higher damage. A reminder fee of up to EUR 10 may be charged in each individual case for reminders sent after the occurrence of default.

3.6 The hotel is entitled to demand an appropriate advance payment, deposit or amount for security on completion of the contract or thereafter taking into account legal regulations for package tours. The amount of the advance payment as well as payment deadlines shall be stipulated in writing in the contract.

3.7 The customer may only set uncontested or final counterclaims off against claims of the hotel or exert a right of retention in this respect.

3.8 The customer agrees to receive invoices via Email.

4. Rescission / Cancellation by the Customer

4.1 A cancellation of contract on the part of the customer requires the hotel's written consent. 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 the client does not avail of the contractual services. This does not apply in cases of delayed performance by the hotel or of impossibility of performance for which the hotel is at fault.

4.2 If a date for cancellation of the agreement has been agreed upon in writing by the hotel and the customer, the latter may rescind the contract until the agreed date without giving rise to payment or damage claims on the part of the hotel.

The customer's right of rescission expires if he does not exercise his rescission right in writing vis-à-vis the hotel until the agreed date, to the extent there is no delay in performance by the hotel or impossibility of performance for which the hotel is at fault.

4.3 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.

4.4 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 80% of the contractually agreed price for accommodation with or without breakfast, 70% for half board and 60% for full board agreements. The customer is at liberty to show that no damages were incurred or that the damages incurred by the hotel were lower than the lump sum charged.

5. Rescission by the Hotel

5.1 Provided that for the customer a right of cost-free cancellation within a certain period was agreed in writing, 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.

This applies when an option date is admitted, alternative inquiries exist and customer is not willing to confirm contract within a certain time.

5.2 If an agreed to advance payment has not been effected even after the expiration of an appropriate extension set by the hotel while threatening rejection, the hotel shall also be entitled to withdraw from the agreement.

5.3 Furthermore, the hotel shall be entitled to rescind the agreement for substantially justified reasons, e.g. if:

- a force majeure of any kind 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 stating misleading or false information regarding material facts, e.g. the identity of the customer or the intended use of the room;

- the hotel has justified cause to assume that the use of the hotel's goods and services may endanger its smooth business operations, security or public image; without such matters being attributable to the Hotel's power of control or organisation;
- scope I.2 has been violated.

5.4 In the event of exercising its right to withdraw, the hotel is to inform the customer immediately.

5.5 In the case of justified termination on the part of the hotel, the customer is not entitled to compensation.

6. Provision, Handover and Return of Rooms

6.1 The customer is not entitled to the provision of certain specific rooms.

6.2 On the day of arrival, firmly booked rooms shall be available to the customer from 3 pm. The customer is not entitled to earlier provision.

6.3 The rooms of the Berlin hotels shall be vacated by 11 am and the rooms of the Luther-Hotel shall be vacated by 10 am 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 however retains the right to prove in particular that the hotel did not suffer any loss at all or suffered only a significantly lower loss.

7. Defects, Liability, Limitation of Actions

7.1 The hotel is liable for injuries of life, body and health. Furthermore it is liable for other damages that are based on gross negligence, were done wilfully or breach contract typical duties. Contract typical duties are duties that allow proper implementation of a contract and have to be trustworthy for customers. A misconduct of the hotel is equivalent to a misconduct of a legal representative. Further claims for compensation are excluded as long, as they are not settled in this subparagraph 7. The Hotel will endeavour to remedy any disruptions to or faults in the services it provides as soon as it becomes aware of them or on the customer's prompt complaint. The client is obliged to contribute to a reasonable degree to amend the disruption and minimise the damage.

7.2 The hotel is liable to the customer for brought-in items according to the statutory provisions (§§ 701 ff. BGB), but at most up to a hundredfold of the daily accommodation price, a maximum of 3,500 euros, of which a maximum of 800 euros for money, securities and valuables. Any additional liability for brought-in items is excluded, unless the loss, destruction or damage was caused intentionally or through gross negligence by the hotel or its employees. There are no liability claims of the hotel for money and valuables lost in the guest's room. Money, securities, valuables and other valuables should be stored in the hotel safe at the reception. The hotel may only refuse storage if the items have an estimated replacement value of more than 10,000 euros or if the items are otherwise not suitable for storage under the circumstances or if storage is unreasonable for the hotel. The liability claims expire if the customer does not notify the hotel immediately after becoming aware of the loss, destruction or damage. (§ 703 BGB)

7.3 With regard to more extensive liability of the hotel, legal requirements shall apply respectively.

7.4 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. Should there be any theft or damage of any vehicle parked on the hotel's property or of the contents thereof, the hotel shall not be liable except in the case of deliberate or gross negligence. This also applies in the case of action by vicarious agents.

7.5 Wake-up services are to be performed by the hotel with the greatest care. Claims for damages are excluded, except in cases of gross negligence or wilful intent.

7.6 Messages, mail and parcels for customer are to 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. Claims to compensation for damage shall be ruled out excepting for intent or gross negligence.

8. Data privacy

See Privacy Policy GTC (Annex - 1).

9. Consumer arbitration body

9.1 The entrepreneur does not undertake to take part in dispute resolution proceedings before a consumer arbitration board.

10. Package tour law

According to the regulations of the new European travel law which are valid since June 1 2018 (§§651a to 651y BGB duties.), the arrangements which are pointed out, are subject to the package tour law. In these cases, the benefits are covered by insurance, which is taken out in the event of insolvency or breach of contract. In the event of payment or down payment before departure, the customer will receive a travel security note certifying this.

11. Final Provisions

11.1 Any amendments or additions to either the accommodation agreement, booking order acceptance, or to the General Terms and Conditions need to be made in written form in order to be valid. Unilateral changes or additions made by the guest do not apply.

11.2 Place of performance and of payment is the registered office of the hotel.

11.3 The hotel's headquarters is venue of exclusive jurisdiction for commercial transactions including claims filed with regard to cheques and bills of exchange.

11.4 German law shall apply. Application of UN-purchasing law is excluded.

11.5 The Hotel will not attend dispute resolution procedure before consumer arbitration boards.

11.6 Should separate provisions of this agreement or of these General Terms and Conditions be or become ineffective or impracticable in full or in part, the validity or practicability of the remaining provisions of this agreement or these conditions are not affected thereby. In all other respects statutory provisions shall apply.

Annex - 1

The following data protection declaration applies only to the accommodation, conference and event contracts and in connection with the associated general terms and conditions:

a) Personal data (e.g. title, name, address, e-mail address, telephone number, bank details) are processed by us in accordance with the provisions of German or European data protection law. The following regulations inform the guest / customer about the type, scope and purpose of the collection, processing and use of personal data. This data protection declaration only refers to the creation/management of the accommodation, conference and event contracts and the resulting guest customer file in the Hotel Management Software Suite8, POS and FILOSOF used by us.

b) By requesting an offer from the customer or by booking guests (in writing or orally) and the associated registered/transmitted personal data, the guest/customer declares his consent to the database-related processing of the data for the purpose of preparing the offer/ -processing or reservation/accommodation. By sending the personal data (message text, first/last name, telephone number, address, arrival, departure and e-mail) entered by the guest / customer in the Internet form reservation enquiry / conference enquiry, the guest / customer declares his consent to the processing of the data for the purpose of preparing the offer / processing or reservation / accommodation and for transmission by fax and e-mail to the hotel concerned.

c) If data such as name, address, telephone number or e-mail address (personal data) are transmitted to the hotel concerned, the hotel concerned shall use these exclusively for the purpose of processing the enquiry or processing the contract (inventory data).

d) The hotel concerned collects, processes and uses the personal data on the use of the hotel administration software, insofar as this is necessary to enable the customer to make use of the offer (usage data) or to account for the use of this offer (accounting data).

e) Insofar as the billing for the use of the accommodation, conference or event contracts are made by the hotel concerned, the hotel concerned shall collect, store and process the customer's usage data in order to determine and invoice the services used by the customer. If the hotel concerned is unable to collect or only partially collect the usage fees or if the guest/customer fails to do so due to a complaint, the guest/customer will be blocked.

f) All personal data will only be stored as long as it is necessary or legally regulated/prescribed for the named purpose (offer preparation, useful life/accommodation, billing).

g) By order of the competent authorities, the hotel concerned may provide information on inventory data in individual cases, insofar as this is necessary for purposes of criminal prosecution, to avert danger by the police authorities of the countries, to fulfill the legal tasks of the Federal and State Office for the Protection of the Constitution, the Federal Intelligence Service or the Military Counter-Intelligence Service or to enforce intellectual property rights.

h) The guest/customer is basically entitled to the rights of information, correction, deletion, restriction, data transferability, revocation and objection as well as inquiries about the logical structure of the data collection. If you believe that the processing of your data violates data protection law or your data protection claims have otherwise been violated in any way, you can complain to the supervisory authority; Berliner Beauftragte für Datenschutz und Informationsfreiheit, Friedrichstr. 219, 10969 Berlin; e-mail: mailbox@datenschutz-berlin.de, Germany. This information can also be provided electronically on request. The guest / customer can contact the hotel concerned via the above contact details to obtain information.