

## **General terms and conditions**

### **Contract of accommodation**

The general terms and conditions contain the data protection declaration.

#### **1. Scope**

- 1.1 These terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all other services and deliveries provided by the hotel for the customer.
- 1.2 The subletting or re-letting of the rooms provided and their use for purposes other than accommodation require the prior written consent of the hotel.
- 1.3 The customer's terms and conditions shall only apply if this has been expressly agreed in advance in text form.

#### **2. Conclusion of contract, contract partner, liability; limitation period**

- 2.1 The contractual partners are the hotel and the customer. The contract is concluded upon acceptance of the customer's request by the hotel. The hotel is free to confirm the room booking in writing.
- 2.2 If a third party has ordered on behalf of the customer, it shall be liable to the hotel together with the customer as joint and several debtors for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.
- 2.3 The hotel is liable for its obligations arising from the contract. In the area not typical for the service, liability is limited to intent and gross negligence on the part of the hotel.
- 2.4 All claims of the customer shall lapse after one year from the date of conclusion of the contract. Excluded from this are claims for damages due to injury to life, limb or health or due to damage caused by gross negligence or wilful intent. In all other respects, the general provisions of the BGB shall apply.
- 2.5 This limitation of liability and short limitation period shall also apply in favour of the hotel in the event of a breach of obligations during the initiation of the contract and positive breach of contract.

#### **3. Services, prices, payment, offsetting**

- 3.1 The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
- 3.2 The customer is obliged to pay the hotel's applicable or agreed prices for the provision of the room and the other services utilised by the customer. This also applies to services and expenses of the hotel to third parties arranged by the customer.
- 3.3 The agreed prices include the taxes and local charges applicable at the time the contract is concluded. Not included are local taxes that are owed by the guest according to the respective

municipal law, such as visitor's tax. If the period between conclusion and fulfilment of the contract exceeds 4 months and the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price appropriately, but by no more than 10%.

- 3.4 The prices may also be changed by the hotel if the customer subsequently requests changes to the number of rooms booked, the hotel's services or the length of the guests' stay and the hotel agrees to this.
- 3.5 Hotel invoices without a due date are payable in full within 14 days of receipt of the invoice. The hotel is entitled to declare accrued receivables due at any time and to demand immediate payment. In the event of late payment, the hotel is entitled to charge interest on arrears at a rate of 9% (for legal transactions not involving a consumer) or 5% (for legal transactions involving a consumer) above the applicable base rate of the ECB. The customer reserves the right to prove lower damages, the hotel reserves the right to prove higher damages. A reminder fee of up to EUR 10 may be charged in each individual case for reminders sent after default has occurred.
- 3.6 The hotel is entitled to demand an appropriate advance payment or security deposit upon conclusion of the contract or thereafter, considering the legal provisions for package holidays. The amount of the advance payment and the payment dates may be agreed in writing in the contract.
- 3.7 The customer may only offset or reduce a claim of the hotel with an undisputed or legally binding claim.
- 3.8 The customer agrees that the invoice may be sent to him electronically.

#### **4. Withdrawal by the customer (cancellation)**

- 4.1 Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If this is not given, the agreed price from the contract must be paid even if the customer does not utilise contractual services. This shall not apply in the event of a delay in performance on the part of the hotel or an impossibility of performance for which the hotel is responsible.
- 4.2 If a date for cancellation of the contract has been agreed in writing between the hotel and the customer, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if he does not exercise his right of cancellation in writing vis-à-vis the hotel by the agreed date, unless there is a case of default on the part of the hotel or an impossibility of performance for which it is responsible.
- 4.3 In the case of rooms not utilised by the customer, the hotel shall offset the income from renting the rooms to other parties as well as the expenses saved.
- 4.4 The hotel is at liberty to lump-sum the damages incurred by it and to be compensated by the customer. The customer is then obliged to pay 80% of the contractually agreed price for accommodation with or without breakfast, 70% for half-board and 60% for full-board arrangements. The customer is at liberty to prove that no damage was incurred or that the damage incurred by the hotel is lower than the lump sum demanded.

## **5. Cancellation by the hotel**

- 5.1 Insofar as a right of cancellation by the customer within a certain period has been agreed in writing, the hotel is entitled for its part to cancel the contract during this period if there are enquiries from other customers for the contractually booked rooms and the customer does not waive his right of cancellation upon enquiry by the hotel. This shall apply accordingly if an option is granted, if other enquiries are received and the customer is not prepared to make a firm booking upon enquiry by the hotel within a reasonable period of time.
- 5.2 If an agreed advance payment is not made even after a reasonable grace period set by the hotel with a warning of refusal has expired, the hotel is also entitled to withdraw from the contract.
- 5.3 Furthermore, the hotel is entitled to extraordinary cancellation of the contract for objectively justified reasons, for example if force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract, rooms are booked with misleading or false information regarding material facts, e.g. in the person of the customer or the purpose, the hotel has justified cause to believe that the use of the hotel's services may jeopardise the smooth operation of the business, the security or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organisation, a breach of paragraph 1.2 above has occurred.
- 5.4 The hotel must inform the customer of the exercise of the right of cancellation without delay.
- 5.5 In the event of justified cancellation by the hotel, the customer shall have no claim to compensation.

## **6. Room provision, handover and return**

- 6.1 The customer does not acquire any entitlement to the provision of specific rooms.
- 6.2 Booked rooms are available to the customer from 15:00 on the agreed day of arrival. The customer is not entitled to earlier availability.
- 6.3 On the agreed day of departure, the rooms of the Berlin hotels must be vacated by 11.00 a.m. at the latest. After this time, the hotel may charge 50% of the full accommodation price (list price) for the additional use of the room until 6.00 p.m., and 100% from 6.00 p.m. onwards. The customer is at liberty to prove to the hotel that it has incurred no or significantly less damage.

## **7. Liability of the hotel**

- 7.1 The hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it shall be liable for other damages which are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of typical contractual duties by the hotel. Typical contractual obligations are those obligations which make the proper fulfilment of the contract possible in the first place and on the fulfilment of which the customer relies and may rely. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages are excluded, unless otherwise regulated in this Section VII. Should disruptions or defects occur in the hotel's services, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and minimise any possible damage.

- 7.2 The hotel is liable to the guest for items brought into the hotel in accordance with the statutory provisions (§§ 701 ff. BGB). Liability for items brought into the hotel is excluded in accordance with § 702a BGB. Money, securities, valuables and other valuables should be handed over to the hotel for safekeeping in the hotel safe at reception. However, the hotel reserves the right to refuse storage (e.g. if the items have an estimated replacement value of more than EUR 10,000 or the items are otherwise unsuitable for storage under the circumstances). Liability claims shall lapse if the customer does not notify the hotel immediately after becoming aware of the loss, destruction or damage. (§ 703 BGB)
- 7.3 The hotel's unlimited liability is governed by the statutory provisions.
- 7.4 If the customer is provided with a parking space in the hotel garage or in a hotel car park, even for a fee, this does not constitute a safekeeping agreement. The hotel shall not be liable for loss of or damage to motor vehicles parked or manoeuvred on the hotel property and their contents, except in cases of intent or gross negligence. This also applies to vicarious agents of the hotel.
- 7.5 Wake-up calls are carried out by the hotel with the utmost care. Claims for damages, except for gross negligence or intent, are excluded.
- 7.6 Messages, post and consignments of goods for guests are handled with care. The hotel will deliver, store and - on request - forward them for a fee. Claims for damages, except for gross negligence or intent, are excluded.

## **8. Data protection**

See privacy policy terms and conditions (attachment -1)

## **9. Consumer arbitration board**

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

## **10. Package travel law**

- 10.1 In accordance with the provisions of the new Europe-wide travel law valid since 1 July 2018 (Sections 651a to 651y BGB as amended), the arrangements in which reference is made to this are subject to package travel law. In these cases, the services are covered by an insurance policy that takes effect in the event of insolvency or non-fulfilment. In the event of payment or down payment prior to departure, the customer will receive a travel insurance certificate evidencing this.

## **11. Final provisions**

- 11.1 Amendments or additions to the contract, the acceptance of the application or these General Terms and Conditions should be made in text form. Unilateral amendments or additions by the customer are invalid.

- 11.2 The place of fulfilment and payment is the hotel's registered office.
- 11.3 The exclusive place of jurisdiction - also for disputes relating to cheques and bills of exchange - in commercial transactions is the registered office of the hotel.
- 11.4 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 11.5 The hotel does not participate in dispute resolution proceedings before consumer arbitration boards.
- 11.6 Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.