

Terms and conditions for hotel accommodation contracts

The following general terms and conditions are based on recommendations of the Hotelverband Deutschland e.V. (IHA German Hotel Association).

Section 1 Scope of applicability

- (1) These terms and conditions apply to agreements concerning the renting of hotel rooms for accommodation purposes only as well as all other goods and services rendered by the hotel for the customer.
- (2) The hotel's prior consent in written form is required if rooms provided are to be sublet or rented to a third party, or used for other than lodging purposes, whereby section 540, para. 1, sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
- (3) All rooms are non-smokers rooms. The customer and possible visitors obligate themselves not to smoke in the allocated rooms
- (4) The customer's general terms and conditions shall apply only if these are previously expressly agreed.

Section 2 CONCLUSION OF CONTRACT, PARTIES, STATUTE OF LIMITATIONS

- (1) The contract shall come into force upon the hotel's acceptance of the customer's offer. This means that the hotel accommodation contract is already deemed to be effective with the customer's order by telephone and the oral confirmation of the booking by the hotel. At its discretion, the hotel may confirm the room reservation in written form.
- (2) The hotel and the customer are the contracting parties. In case a third party has ordered for the customer this person is liable to the hotel jointly with the customer for all obligations from the hotel accommodation contract in as far a corresponding declaration of the third party exists.
- (3) Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations period of section 199 para. 1 BGB (German Civil Code). Damage claims shall be time-barred after five years, dependent on knowledge thereof. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.
- (4) TourOnline AG is only responsible for the operation of the booking system "DIRS 21". It is neither a contract party of the guest in case of booking nor a travel agent. Therefore, they are not liable for the information of the hotel, services or default of service regarding the performance to be provided by the hotel.

Section 3 SERVICES, PRICES, PAYMENT, SET-OFF

(1) The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.

(2) The customer is obligated to pay the agreed or applicable hotel prices for rooms provided and for other services accepted. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses.

In case a guest or a possible visitor of the guest smokes in the room contrary to the agreement in section 1(3), the guest obligates himself to pay the costs of the necessary extra cleaning of the room to the amount of 150 Euros.

Payment in foreign currency and by collection-only cheque is not possible. Payment by credit card is only possible if this has been agreed upon beforehand or is generally offered by the hotel on a sign. Payment by bank transfer at the end of the stay is not possible.

(3) The agreed prices include statutory VAT valid at the time of the contract. If four months have passed between the conclusion and fulfilment of the contract and the price generally charged by the hotel for such services increases, then the hotel may reasonably increase the contractually agreed price but only by 5% at the most.

(4) The hotel can make its consent to the customer's later request for a reduction of the number of reserved rooms, services of the hotel or the customer's length of stay dependent on the increase of the price for the rooms and/or for the other services.

(5) Hotel invoices not stating a due date are payable without deduction and due within ten days of receipt of the invoice. The hotel can demand immediate payment of due debt from the customer. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 % or, with legal transactions with a consumer, in the amount of 5 % above the base interest rate. The hotel reserves the right to prove greater damage.

(6) The hotel is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form in the contract.

The statutory provisions shall remain unaffected with advance payments or residual payments and is based on the written offer and the written confirmation of the booking. If not otherwise provided the total price for accommodation including the remuneration for incidental expenditures and added services shall be due for payment at the end of the stay and paid to the hotel.

(7) The customer may only set-off, reduce or clear a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

(8) Bringing and accommodation of pets in the hotel shall only be admitted in case of an explicit respective agreement if the hotel provides this possibility in its offer. The customer is obligated to make a true statement as to type and size of the pet. In case of a violation of these provisions the hotel shall be entitled to an extraordinary termination of the hotel accommodation contract.

Section 4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT)/FAILURE TO USE HOTEL SERVICES (NO SHOW)

(1) The customer's withdrawal from the contract concluded with the hotel requires the written consent to withdrawal by the hotel. The hotel is entitled to the contractually agreed rate even if the rooms are not used, if the hotel does not give its consent to the cancellation of the contract. This shall not be applicable in case of violation of the hotel's obligation to take rights, legal rights and interests of the customer into account if he cannot reasonably be expected to adhere to the contract or another statutory or contractual cancellation right exists.

(2) Insofar as the hotel and customer have agreed upon a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal shall expire, if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed date unless it is a case of withdrawal of the customer according to para. 1 sent. 3.

(3) In case of rooms not used by the customer the hotel must credit the income from renting the rooms to other parties as well as for saved expenses.

(4) The hotel can demand the contractually agreed rate and assess a lump sum for the saved expenses of the hotel. In this case, the customer is obligated to pay at least 80 % of the contractually agreed rate for lodging with or without breakfast as well as all-inclusive arrangements with contracted services, 70 % for half board and 60 % for full-board arrangements.

(5) The customer is at liberty to show that the above-mentioned claim was or has not amounted to the demanded sum.

Section 5 WITHDRAWAL OF THE HOTEL

Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereof by the hotel with a reasonable deadline set, does not waive his right of withdrawal.

(2) If an agreed advance payment or an advance payment or a security demanded pursuant to No. 3.6 is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.

(3) Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if

- force majeure or other circumstances beyond the hotel's control render the fulfillment of the contract impossible;
- rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
- the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
- if the guest severely interrupts the operation of the hotel or the provision of their services despite a warning from the hotel or the customer's behaviour is contrary to the contractual obligations and justifies the immediate termination of the contract;
- there is a breach of the above-mentioned section 1 para. 2 or Art. 3 para. 8;

Section 4 para. 4 shall apply correspondingly.

(4) In the event of a justified termination by the hotel the customer shall not be entitled to be indemnified.

Section 6 ROOM AVAILABILITY, DELIVERY AND RETURN

(1) The customer does not acquire the right to be provided specific rooms.

(2) Reserved rooms are available to the customer starting at 2:00 p.m. on the agreed arrival date.

(3) The customer does not have the right to earlier availability.

(4) Rooms must be vacated and made available to the hotel no later than 10:30 a.m. on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50 % of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m., after 6:00 p.m. 100 %. Contractual claims of the customer shall not be established hereby. The customer is at liberty to prove that the hotel has no or a much lower claim for charges for use of the room.

Section 7 LIABILITY OF THE HOTEL

(1) The hotel is liable for its obligations from this contract with the due diligence of a prudent businessman. Claims for damages are excluded. This excludes harm inflicted on life, limb and physical health if the hotel is responsible for the breach of obligation, other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract with the hotel. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. Should disruptions or defects in the performance of the hotel occur the hotel shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum.

(2) Liability for property brought into the hotel

- By means of public liability insurance for hotels the damage, destruction or loss of the property brought into the hotel by the customers (except for animals, vehicles of all kind with equipment and content) can be insured.
- Pursuant to sections 701, 702 BGB (German Civil Code) under these provisions the hotel owner needs a strict liability insurance, i.e. a liability without fault up to the hundredfold of the price for a single night, at least 600 Euros, but at most 3,500 Euros per guest. In case of the hotel owner's fault he shall be liable in excess of this sum (Section 702 para. 2 BGB (German Civil Code)). Maximum insurance cover will be the amount of the coverage for material damage.
- Insurance cover is automatically extended to:
- Damage, destruction or loss of items brought in by conference participants (except for animals, all kinds of vehicles with accessories and contents); Insurance cover for hotel guests shall be governed by no. 1. The maximum amount shall be 10,000 Euros per guest and day. The total insurance benefits payable for all damages during one insurance year is double the maximum cover per guest and day.
- The hotel recommends using this possibility. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction, or damage (Section 703 BGB (German Civil Code)). With regard to more extensive liability of the hotel, no. 1, sentences 2 to 4 supra shall apply respectively.

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. The hotel does not assume any liability for loss of or damage to motor vehicles parked or maneuvered on the hotel's property and the contents thereof unless in cases of intention or gross negligence. No. 1, sentences 2 to 4 supra shall apply respectively.

(4) Messages, mail, and merchandise deliveries for guests shall be handled with care. The hotel will deliver, hold, and, for a fee, forward such items (on request). No. 1, sentences 2 to 4 supra shall apply respectively.

Section 8 Final provisions

Amendments and supplements to the contract, the acceptance of offers or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid.

(2) Place of performance and payment is at the registered office of the hotel.

Exclusive place of jurisdiction including disputes for checks and bills of exchange, the exclusive court of jurisdiction is at the registered office of the hotel. Insofar as a contracting party fulfills the requirements of section 38, para. 2 of the ZPO (German Code of Civil Procedure) and does not have a place of general jurisdiction within the country, the courts at the registered office of the hotel shall have exclusive jurisdiction.

(4) The contract is governed by and shall be construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and Conflict Law are precluded.

Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.