

# General Terms and Conditions for the Hotel Accommodation Contract for ADAPT APARTMENTS GmbH

## I. Scope of Application

These terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all other services and deliveries provided to the customer by ADAPT APARTMENTS BERLIN GmbH (hereinafter referred to as “hotel” or “Adapt”). The term

“hotel accommodation contract” encompasses and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract, hotel room contract.

The subletting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, require the prior written consent of the hotel.

The customer's general terms and conditions shall only apply if this has been expressly agreed in writing in advance.

Customers within the meaning of these terms and conditions are both consumers and entrepreneurs within the meaning of §§13,14 BGB (German Civil Code).

### I.I Scope of application Giessen property

Accommodation is only provided for verifiable business or academic trips.

Private trips are only possible on request and for special reasons.

- II. Conclusion of contract, contracting parties; limitation period
- The contract is concluded when the hotel accepts the customer's application. If the hotel makes a binding offer to the customer, the contract is concluded when the customer accepts the hotel's offer. The room reservation should be confirmed in writing.
- The contracting parties are the hotel and the customer. If a third party has made the reservation on behalf of the customer, the customer shall be liable to the hotel together with the third party 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.
- All claims of the customer or the third party against the hotel shall generally become statute-barred 1 year after the start of the regular limitation period within the meaning of § 199 (1) BGB (German Civil Code).

- However, claims for damages against the hotel shall become time-barred at the latest in 3 years, depending on knowledge, and at the latest in 10 years from the breach of duty, regardless of knowledge. These reductions in the limitation period shall not apply ...
- to claims based on intent or gross negligence on the part of the hotel – including its vicarious agents.

in the event of negligently caused damage resulting from injury to life, limb, or health.

In the event of negligently caused property damage and financial loss, the shortened limitation periods shall not apply in the event of a breach of a material contractual obligation. Material contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely.

1. III. Services, prices, payments, offsetting
2. The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
3. The customer is obliged to pay the hotel's applicable or agreed prices for the provision of rooms and any other services used by him. This also applies to services and expenses incurred by the hotel to third parties at the customer's request. The agreed prices include the taxes and local charges applicable at the time of conclusion of the contract. Local charges owed by the guest themselves under local law, such as visitor's tax, are not included. In the event of a change in the statutory value added tax or the introduction, change, or abolition of local charges on the subject of the service after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between the conclusion of the contract and the performance of the contract exceeds 4 months.
4. The hotel may make its consent to a subsequent reduction in the number of rooms booked, the hotel's services or the length of the customer's stay requested by the customer dependent on an increase in the price of the rooms or other services provided by the hotel.
5. Hotel invoices without a due date are payable without deduction within 14 calendar days of receipt of the invoice. The hotel is entitled to declare accrued claims due at any time and to demand immediate payment. In the event of default in payment, the hotel is entitled to charge the applicable statutory default interest. In addition, the hotel may charge a fee of EUR 5.00 per reminder letter in the event of default. The hotel reserves the right to prove and claim higher damages.

6. The hotel is entitled to demand an appropriate advance payment or security deposit upon conclusion of the contract or thereafter, taking into account the legal provisions for package tours. The amount of the advance payment and the payment dates can be agreed in writing in the contract.
  7. Invoices from third parties (agency) for arranged accommodation services will only be paid by us after the service recipient has paid for the arranged accommodation service. In the event of partial or complete non-payment by the service recipient, the commission claim for the arranged services and goods shall automatically expire.
1. In justified cases, e.g. if the customer is in arrears with payment or the scope of the contract is extended, the hotel is entitled, even after conclusion of the contract, to demand an advance payment or security deposit within the meaning of clause 5 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.
  2. The customer may only offset a claim against a claim by the hotel if the claim is undisputed or legally binding.
  3. IV. Withdrawal by the customer (cancellation)/non-utilisation of the hotel's services (no show)
  4. The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract, if there is another statutory right of withdrawal, or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal and any consent to the cancellation of the contract must be made in writing.
  5. If a date for free withdrawal from the contract has been agreed between the hotel and the customer (option), the customer may withdraw from the contract until that date without triggering any payment or compensation claims by the hotel. The customer's right of withdrawal expires if he does not exercise his right of withdrawal vis-à-vis the hotel in writing by the agreed date.

If a right of withdrawal has not been agreed or has already expired, and there is no statutory right of withdrawal or termination, and the hotel does not agree to cancel the contract, the hotel retains the right to the agreed remuneration despite the service not being used. The hotel must offset the income from renting the rooms to other parties and the expenses saved. If the rooms are not rented to other parties, the hotel may apply a flat rate deduction for saved expenses. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for overnight accommodation with or without breakfast, as well as for package deals with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is free to prove that the claim has not arisen or has not arisen in the amount claimed.

If the hotel calculates the compensation specifically, the amount of compensation shall not exceed the contractually agreed price for the service to be provided by the hotel, less the value of the expenses saved by the hotel and what the hotel earns through other uses of the hotel services.

The above provisions on compensation shall apply mutatis mutandis if the guest does not make use of the booked room or the booked services without giving timely notice (no-show).

- V. Withdrawal by the hotel
- If a free right of withdrawal for the customer within a certain period has been agreed in writing, the hotel is also entitled to withdraw from the contract free of charge during this period if there are inquiries from other customers for the contractually booked rooms and the customer does not waive his right of withdrawal within 2 weeks of being asked to do so by the hotel. If the customer allows this period to elapse without taking action, the hotel is entitled to withdraw from the contract.
- If an agreed advance payment or security deposit, or one requested in accordance with III. Clause 5, is not made even after a reasonable grace period set by the hotel has elapsed, the hotel is also entitled to withdraw from the contract.
- Furthermore, the hotel is entitled to withdraw from the contract for objectively justified reasons, in particular if...
- force majeure or other circumstances beyond the hotel's control make it impossible to fulfill the contract;

Rooms are booked culpably under misleading or false information or by concealing essential facts (e.g., regarding the customer's identity, solvency, or purpose of stay);

the hotel has reasonable grounds to believe that the use of the hotel's services may jeopardize the smooth running of the business, the safety, or the public reputation of the hotel, without this being attributable to the hotel's sphere of control or organization;

there is a violation of I. Clause 2.

In the event of justified withdrawal by the hotel, the customer shall have no claim to compensation.

#### VI. Room provision, handover, and return

The customer shall not be entitled to the provision of specific rooms unless this has been expressly agreed.

Booked rooms are available to the customer from 4 p.m. on the agreed arrival date at the earliest. Booked country houses/apartments are available to the customer from 5 p.m. on the agreed arrival date at the earliest. The customer has no right to earlier provision.

On the agreed departure date, the rooms must be vacated and made available to the hotel by 12 noon at the latest. The country houses/apartments must be made available to the hotel by 10 a.m. at the latest on the agreed departure date. After this time, in the event of late vacating of the room/country house or apartment, the hotel may charge 50% of the currently valid daily accommodation price for use exceeding the contract until 6:00 p.m., and 100% after 6:00 p.m. This does not justify any contractual claims on the part of the customer. The customer is free to prove that the hotel has incurred no or a significantly lower claim for usage fees. In addition, the hotel reserves the right to prove and assert higher damages.

1. VII. Liability of the hotel
2. Adapt shall be liable for damages caused by intent and gross negligence—including that of its vicarious agents—in accordance with the statutory provisions. The same applies to damages caused by negligence resulting in injury to life, limb, or health. In the event of negligently caused property damage and financial loss, Adapt and its vicarious agents shall only be liable in the event of a breach of a material contractual obligation, but the amount of liability shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract; material contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely. Should disruptions or defects occur in the hotel's services, the hotel will endeavor to remedy the situation upon becoming aware of it or upon immediate complaint by the customer. The customer is obliged to contribute what is reasonable to remedy the disruption and minimize any possible damage, as well as to notify the hotel immediately of any disruptions or damage.
3. The hotel is liable to the customer for items brought into the hotel in accordance with the statutory provisions of §§ 701 ff. BGB (German Civil Code) up to a maximum amount of EUR 3,500.00. For money, securities, and valuables, the amount of EUR 3,500.00 is replaced by the amount of EUR 800.00.

Sofern der Gast Geld, Wertpapiere und Kostbarkeiten mit einem Wert von mehr als 800,00 EUR oder sonstige Sachen mit einem Wert von mehr als 3.500,00 EUR einzubringen wünscht, bedarf dies einer gesonderten Aufbewahrungsvereinbarung mit dem Hotel. Eine Aufbewahrung im Hotel- oder Zimmersafe wird grundsätzlich empfohlen. Für eine weitergehende Haftung des Hotels gilt die vorstehende Regelung des VII.Ziffer1.

Soweit dem Kunden ein Stellplatz in der Hotelgarage oder auf einem Hotelparkplatz auch gegen Entgelt zur Verfügung gestellt wird, kommt dadurch kein Verwahrungsvertrag zustande. Bei Abhandenkommen oder Beschädigungen auf dem Hotelgrundstück abgestellter oder rangierter Kraftfahrzeuge und deren Inhalte haftet das Hotel nur entsprechend VII.Ziffer1.

Weckaufträge werden vom Hotel mit größter Sorgfalt ausgeführt. Nachrichten, Post und Warensendungen für die Kunden werden ebenfalls mit größter Sorgfalt behandelt. Das Hotel übernimmt die Zustellung und Aufbewahrung (jeweils im Hotel) sowie – auf Wunsch – gegen Entgelt die Nachsendung derselben. Vorstehende Ziffer 1 gilt entsprechend.

Jeder Gast ist für die Sicherheit seiner Geräte, während der Verbindung zum Internet, selbst verantwortlich. Das Hotel übernimmt keine Haftung sollten Schäden, Störungen oder Mängel vorkommen. Ebenso kann das Hotel nicht gewährleisten, dass alle angebotenen Services einwandfrei funktionieren, sollte das Gastgerät nicht auf dem neuesten Stand aller Softwareupdates sein.

#### VIII. Final provisions

Amendments or additions to the contract, the acceptance of the application, or these general terms and conditions for the hotel accommodation contract must be made in writing. Unilateral amendments or additions by the customer are invalid.

The place of performance and payment is the registered office of the respective hotel.

The exclusive place of jurisdiction – also for disputes concerning checks and bills of exchange – in commercial transactions is Cologne. If a contractual partner fulfills the requirements of § 38 (2) ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel.

German law applies exclusively. The application of the UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions is excluded.

Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions apply.

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