

# General Terms and Conditions (GTC)

## 1. Applicability

1.1 The General Terms and Conditions apply to contracts on the provision of hotel rooms for rent to accommodate the Customer and all further services and deliveries performed for the Customer in this context (“**Accommodation Agreement**”).

1.2 Contract partners are the Customer and the operator company of the hotel (“**Hotel**”).

1.3 General Terms and Conditions of the Customer shall not apply, unless they are expressly recognised by the Hotel in text form.

## 2. Conclusion of the contract, limitation period

2.1 The Accommodation Agreement will become effective by the offer and its acceptance. The Hotel’s declaration of intent requires the text form.

2.2 All claims against the Hotel shall generally expire by limitation within one year from the beginning of the statutory limitation period. This shall not apply in the case of damage compensation claims and other claims, if the latter are based on intentional or gross negligent breach of duty by the Hotel.

## 3. Services, prices, payment, offsetting

3.1 The Hotel is obligated to keep the rooms booked by the Customer ready and to perform the agreed services.

3.2 The Customer is obligated to pay the valid prices of the Hotel for the provision of rooms and the additional services used by the Customer. This shall also apply as regards services performed by third parties, which are paid for by the Hotel, and contracted either directly or through the Hotel.

3.3 Subletting or further renting of the provided rooms and their use for purposes other than accommodation requires the prior agreement of the Hotel in text form, whereas Sec. 540 (1) sent. 2 BGB [German Civil Code] is waived if the Customer is not a consumer.

3.4 The prices agreed for the provision of room shall become due at the time of the check-in and the payment for further services used shall become due at the latest at the end of the stay at the Hotel. Prepayments if any, which are made according to Section 3.9 to Section 3.11 shall be deducted from the total amount of the payment.

3.5 The agreed prices are understood including the taxes and local levies applicable at the time of the conclusion of the contract. Not included are local levies, which are owed by the Customer directly, pursuant to the respective municipal laws, such as a spa taxes. The prices shall be adjusted accordingly in the case of any changes to the statutory value added tax or the new introduction, change or abolishment of local levies on the object of the performance after the conclusion of the contract. In case of contracts with consumers, this shall only apply if the period between the conclusion of the contract and the performance of the contract is longer than four months.

3.6 The Hotel may make its agreement to a subsequent reduction of the number of booked rooms, the services of the Hotel, or the duration of the Customer's requested by the Customer contingent upon an increase of the price for the rooms and/or the services of the Hotel.

3.7 Invoices of the Hotel shall be due for payment immediately upon receipt and without deductions. In case of a default of payment by the Customer, the statutory provisions shall apply. The Hotel may charge a dunning fee of EUR 2.50 for each dunning notice after the occurrence of default, unless the Customer provides proof that actually no or a lesser loss has been incurred by the Hotel. The right remains reserved for the Hotel to prove a higher loss and accordingly assert damage compensation claims, after deduction of the forfeited lump-sum dunning fee.

3.8 The Customer agrees that the invoice can be sent to it electronically.

3.9 The Hotel is entitled to demand an appropriate advance or security payment on the conclusion of the contract, for example, in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in text from in the Accommodation Agreement. In case of advance or security payments for package trips, the statutory provisions shall remain unaffected.

3.10 In justified cases, for example, in case of arrears in payment by the Customer or expansion of the scope of the contract, the Hotel shall be entitled to demand an advance or security payment in the definition of the foregoing Section 3.9 or an increase of the advance or security payment agreed in the Accommodation Agreement up to the full amount of the agreed remuneration, even after the conclusion of the contract and up until the beginning of the stay.

3.11 The Hotel is furthermore entitled to demand an appropriate advance or security payment from the Customer for existing or future receivables arising from the Accommodation Agreement up until the beginning of the stay and during the stay.

3.12 The Customer may offset payments only an undisputed or final and absolute claim against the claims of the Hotel.

#### **4. Withdrawal by the Customer**

4.1 Withdrawal by the Customer from the Accommodation Agreement concluded with the Hotel is possible only if a right of withdrawal is expressly agreed upon in the Accommodation Agreement, or if another statutory right of withdrawal applies or if the Hotel expressly agrees in text from to the cancellation of the contract. The agreement on a right of withdrawal and any agreement on a cancellation of the contract shall each be declared in text from.

4.2 If a date for the withdrawal from the Accommodation Agreement was agreed between the Hotel and the Customer, the Customer may withdraw from the Accommodation Agreement by declaration in text from, without triggering any claims of the Hotel for payment or damage compensation. The Customer's right of withdrawal shall expire if the Customer does not exercise this right to withdraw in relation to the Hotel. The date of the receipt of the declaration shall be decisive for this.

4.3 If no right of withdrawal has been agreed, or if this right has already expired and no

statutory right of withdrawal or cancellation applies either, and if the Hotel does not agree to a cancellation of the contract, the Hotel shall retain the claim for the agreed remuneration even though the service has not been used. The Hotel shall deduct the income from renting the rooms to others and the saved expenses. If the room is not rented to anyone else, the Hotel can make the deduction for saved expenses in a lump sum. In that case, the Customer is obligated to pay at least 90% of the contractually agreed price for accommodation. It shall be up to the Customer to prove that the aforementioned claim has not arisen or not in the claimed amount.

## **5. Withdrawal by the Hotel**

5.1 If it has been agreed that the Customer can withdraw from the Accommodation Agreement at no cost within certain period, the Hotel shall be entitled on its part to withdraw from the Accommodation Agreement within this period, if requests from other customers have been received for the rooms reserved under the contract, and if the Customer does not waive its right of withdrawal on request by the Hotel, which shall set an appropriate period for this purpose. This shall apply analogously if an option is granted when other requests are received and if the Customer does not intend to make a binding reservation on request by the Hotel, which shall set an appropriate period for this purpose.

5.2 If an advance or security payment agreed or demanded according to Section 3.9 and/or Section 3.10 is not paid even after expiration of an appropriate grace period set by the Hotel, the Hotel shall likewise be entitled to withdraw from the Accommodation Agreement.

5.3 In addition, the Hotel shall have the right to withdraw from the Accommodation Agreement by extraordinary termination for objectively justified reason, in particular if

- force majeure or other circumstances outside of the Hotel's responsibility make the performance of the contract impossible;
- rooms or spaces have been reserved by culpably making misleading or false statements or concealing of relevant facts; the Customer's identity, solvency or purpose of the stay can be decisive in this respect;
- the Hotel has justified reason to believe that use of the service can threaten the unproblematic business operation, the safety or the public reputation of the Hotel without this being attributable to the Hotel's sphere of control or organisation;
- the purpose of the reason for the stay is illegal;
- rooms are used without the prior agreement of the Hotel, which requires the text form, for any purposes other than purely for accommodation, in particular for commercial purposes, for example, in the form of production (and subsequent publication) of photo or video recordings;
- a violation of the foregoing Section 3.3 is given.

5.4 The justified withdrawal by the Hotel shall not establish any claim of the Customer to damage compensation.

## **6. Provision, handover, and return of rooms**

6.1 The Customer shall not acquire any claim to the provision of certain rooms, unless this was expressly agreed. A right to rooms of the agreed room category remains unaffected by this.

6.2 Booked rooms will be available to the Customer from 3:00 p.m. on the agreed day of arrival. The Customer has no right to be provided with the rooms at an earlier time.

6.3 The Hotel offers exclusively non-smoking rooms, meaning a general smoking prohibition applies in all hotel rooms and the public areas of the Hotel. In case of a violation by the guest against the smoking prohibition, the Hotel shall be entitled to demand a flat amount from the Customer for damages of EUR 250.00 as compensation for cleaning measures. It shall be up to the Customer to prove that the Hotel has actually not incurred any loss or a lower loss. The right to prove of a higher loss and claims of corresponding damages shall remain reserved for the Hotel.

6.4 On the agreed day of departure, the rooms shall be returned to the Hotel in cleared condition at the latest at 12 noon. Thereafter, for reason of the belated vacating of the room, the Hotel may invoice 50% of the current daily room price for the use of the room in excess of the contract up until 6:0 p.m. and 90% of the current daily room price from 6:00 p.m. onward. The decisive current daily room price is the price stated on the Hotel's homepage for the day in question for a room of the corresponding category. Contractual claims of the Customer shall not be established thereby. It is up to the Customer to prove to the Hotel that not any or a significantly lower claim for payment for the use has arisen for it. The right to prove of a higher loss and claims of corresponding damages shall remain reserved for the Hotel.

## **7. Liability of the Hotel**

7.1 The Hotel shall be liable for damages caused by it from injury to life, body or health. In addition, it shall be liable for other damages that are based on the intentional or negligent breach of duty by the Hotel or an intentional or gross negligent breach of the Hotel's duties that are typical for the contract. Duties typical for the contract are such duties, which permit the correct performance of the Accommodation Agreement in the first place and upon the fulfilment of which the Customer relies and may rightly rely. A breach of duty by the Hotel is held equal to a breach by a legal representative or vicarious agent. Further damage compensation claims are excluded, unless this Section 7 provides otherwise. If disruptions or defects in the Hotel's services should occur, the Hotel shall work toward remedying the situation upon its taking notice thereof or upon the immediate complaint by the Customer. The Customer is obligated to contribute within reasonable limits to remedying the disruption and keeping potential damage at a minimum.

7.2 The Hotel shall be liable to the Customer for any items brought to the Hotel pursuant to the statutory provisions. The Hotel recommends using the hotel or room safe. Liability shall cease to apply if the Customer does not report the damage to the Hotel immediately upon taking notice of it. If the Customer wishes to bring money, securities and valuables with a value EUR 800.00 or more or other items worth more than EUR 3,500.00 to the Hotel, this requires a separate agreement on their retention with the Hotel.

7.3 If the Customer is assigned a parking space in the Hotel garage or on the Hotel parking lot, even if this is done against payment, no contract for retention will be established thereby. If motor vehicles parked or navigated on the Hotel premises or if their contents are lost or damaged, the Hotel shall be liable only in accordance with the foregoing Section 7.1 clauses 1 to 4.

7.4 Requests for wake-up calls will be treated carefully by the Hotel. Messages, mail and shipments of goods for the guests will be treated with care. The Hotel will see to the delivery, storage and – if requested – forwarding of the same. The Hotel shall be liable for violations of this Section 7.4 only in accordance with the foregoing Section 7.1 clauses 1 to 4.

7.5 The Hotel has the right to transfer items that have been brought to the Hotel to the local lost and found office one month after the end of the Customer's stay, if the Customer has not collected the items brought to the Hotel, in spite of a corresponding request, wherein an appropriate deadline is set, and if forwarding is not possible either. The costs incurred for taking the items to the lost and found office or the forwarding shall be borne by the Customer.

## **8. Final provisions**

8.1 Changes or amendments of the Accommodation Agreement or these General Terms and Conditions require the text form. Unilateral changes or amendments by the Customer are invalid.

8.2 The place of fulfilment and payment, and the exclusive place of jurisdiction – also as regards disputes relating to cheques and bills of exchange – is Hamburg for commercial dealings. If a contractual partner meets the requirements of Sec. 38 (2) ZPO [German Code of Civil Procedure] and does not have a place of jurisdiction in the domestic country, Hamburg will apply as the place of jurisdiction.

8.3 Exclusively the law of the Federal Republic of Germany applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods and the rules on the conflict of laws.

8.4 If individual provisions of this Agreement should be or become fully or partly void or ineffective, the validity of the remaining provisions shall not be affected by this. For the rest, the legal regulations apply.

8.5 In compliance with the legal duty, the Hotel points out that the European Union has set up an online platform for the out-of-court dispute resolution of conflicts under consumer law (“OS Platform”): <http://ec.europa.eu/consumers/odr/>. However, the Hotel does not participate in the dispute resolution procedure.

As of: December 2020