

## Terms and conditions

### I. Scope

- (1) These Business Terms shall apply to contracts concerning the provision of hotel rooms for accommodation by way of rental as well as all further services and deliveries provided for the customer in this context by the hotel company with which the hotel admission contract has been closed (hereinafter: "the Hotel"). The term "hotel admission contract" comprises and replaces the following terms: accommodation, guest admission, hotel, hotel room contract.
- (2) The sub- or further letting of the provided rooms as well as their use for other purposes than for accommodation shall require the prior consent of the Hotel in a text form, whereby Section 540 Par. 1 Sentence 2 BGB is excluded, insofar as the customer is not a consumer.
- (3) General Business Terms of the customer will not apply, unless they are explicitly recognised by the Hotel in writing.

### II. Conclusion of contract, contractual partners, statute-of-limitations

- (1) The contract shall be concluded by an offer and acceptance. The declaration of intent of the Hotel shall require a text form.
- (2) The contractual partners are the Hotel and the customer.
- (3) All claims against the Hotel shall principally become statute-barred within one year from the legal start of the statute-of-limitations. This shall not apply in case of claims for damages and with other claims, insofar as the latter is due to a wilful or grossly negligent breach of obligations by the Hotel.

### III. Services, prices, payment, offsetting

- (1) The Hotel undertakes to hold the rooms booked by the customer in reserve and to provide the agreed services.
- (2) The customer undertakes to pay the prices of the Hotel applicable or agreed for the provision of the rooms and the further services used by him in the national currency of the Hotel. This shall also apply to services commissioned by the customer directly or through the Hotel, which are provided by third parties and are disbursed by the Hotel. Additional costs, incurred to the Hotel by the fact that the customer fulfils his payment obligation in another currency than the national currency of the Hotel, will be passed onto the customer by the Hotel and are to be borne hereby.
- (3) The prices agreed for the provision of the rooms will be due no later than the time of the check-in, the remuneration for further services used will be due and payable no later than at the end of the stay in the Hotel. If applicable, advance payments made according to Par. 7 to 9 will be offset against the total amount of the remuneration.
- (4) The agreed prices are deemed including the taxes and local duties applicable at the time when the contract is concluded. Not included are local duties, which are owed by the customer himself according to the respective municipal law, such as for example visitor's tax. In case of a change to the statutory value added tax or the new introduction, change to or abolishment of local duties on the object of service after conclusion of the contract the prices will be adjusted accordingly. In case of contracts with consumers this will only apply if the period of time between the conclusion and fulfilment of the contract exceeds four months.
- (5) The Hotel can render its consent to a subsequent reduction in the number of booked rooms requested by the customer, the service of the Hotel or the customer's duration of stay dependent on the fact that the price for the rooms and/or for the other services of the Hotel is increased.
- (6) Bills of the Hotel without a due date are payable without deduction within ten days from receipt of the bill. The Hotel can request the immediate payment of due claims from the customer at all times. In case of default of payment of the customer the statutory regulations shall apply. For each reminder after the occurrence of default the Hotel can charge a reminder fee of EUR 2.50 insofar as the customer does not provide the proof that the Hotel did not actually suffer any or less damages. The Hotel reserves the right to prove higher damages and to assert corresponding claims for damages by offsetting the forfeited flat rate reminder fee.
- (7) The Hotel is entitled to request a reasonable advance payment or provision of security upon 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 a text form in the contract. The statutory provisions shall remain unaffected with advance payments or provision of security for package holidays. The statutory regulations shall apply in case of a default of payment by the customer.
- (8) In justified cases, for example outstanding payments of the customer or the extension to the scope of the contract, the Hotel is entitled to also request an advance payment or provision of security within the meaning of Subclause III. Par. 7 above after conclusion of the contract until the start of the stay or to increase the advance payment or provision of security agreed in the contract up to the full agreed remuneration.
- (9) The Hotel is further entitled to request a reasonable advance payment or provision of security from the customer for existing and future claims from the contract at the beginning of the stay and during the stay, insofar as such has not been provided already.
- (10) The customer can only offset an undisputed claim or a claim that has been declared by final and binding judgement against a claim of the Hotel.

### IV. Cancellation of the customer

- (1) A cancellation of the customer of the contract concluded with the Hotel is only possible if a right to cancellation has been explicitly agreed in the contract, any other statutory right to cancellation exists, or if the Hotel explicitly approves the revocation of the contract in a text form. The agreement of a right to cancellation as well as the possible consent to a revocation of the contract respectively have to be carried out in a text form.
- (2) Insofar as a date for the cancellation of the contract was agreed between the Hotel and the customer, the customer can cancel the contract until this time by a declaration in a text form, without triggering off claims for payment or damages of the Hotel. The right to cancellation of the customer shall lapse if he does not exercise his right to cancellation towards the Hotel by the agreed date. Decisive is the receipt of the declaration by the Hotel.
- (3) If a right to cancellation has not been agreed or has lapsed already, no statutory right to cancellation or termination exists either and if the Hotel does not agree to a revocation of the contract, the Hotel will retain the entitlement to the agreed remuneration despite the non-use of the service. The Hotel has to offset the income from the letting of the rooms otherwise as well as the saved expenses. If the room is not let otherwise the Hotel can fix a flat rate for the deduction of saved expenses. In this case the customer is obliged to pay at least 90% of the contractually agreed price for an overnight stay with or without breakfast as well as for package arrangements with third party services, 70% for half-board and 60% for full-board arrangements. The customer is at liberty to prove that the aforementioned entitlement has not, or not in the claimed amount, been established.

### V. Cancellation of the Hotel

- (1) Insofar as it was agreed that the customer can cancel the contract within a certain period of time the Hotel is entitled on its part to cancel the contract in this period of time if enquiries exist from other guests for the contractually booked rooms and the customer does not waive his right to the cancellation in a text form following a query of the Hotel in a text form with the setting of a reasonable deadline.
- (2) If an advance payment or provision of security agreed or requested according to Subclause III. Par. 7 and/or III. Par. 8 is not provided after the unsuccessful expiry of a reasonable final deadline set by the Hotel then the Hotel is also entitled to cancel the contract.

- (3) The Hotel is further entitled to cancel the contract extraordinarily due to an objectively justified reason, in particular if
- force majeure or other circumstances, for which the Hotel is not responsible, render the fulfilment of the contract impossible;
  - rooms or premises are culpably booked under misleading or false details or non-disclosure of essential facts; the identity of the customer, the solvency or the purpose of the stay can be essential hereby;
  - the Hotel has a justified reason to assume that the use of the service may jeopardise the smooth business operation, the safety or the reputation of the Hotel in public without this being attributed to the scope of control or organisation of the Hotel;
  - the purpose or the reason for the stay is in breach of the law;
  - rooms are used for other than pure accommodation purposes without the prior consent of the Hotel, which requires a text form, in particular for commercial purposes, for example in the form of the production (and subsequent publication) of photo or film shootings;
  - there is a breach of Subclause I. Par. 2 above.
- (4) The justified cancellation of the Hotel will not substantiate an entitlement of the customer for damages.

#### VI. Provision, hand-over and return of rooms

- (1) The customer shall not acquire any entitlement to the provision of certain rooms, insofar as this was not explicitly agreed. An entitlement to rooms of the agreed room category shall remain unaffected hereby.
- (2) Booked rooms will be available to the customer from 3pm on the agreed day of arrival. The customer is not entitled to provision at an earlier time.
- (3) The Hotel only offers non-smoking rooms therefore a general ban on smoking (including electronic cigarettes) applies in all hotel rooms and public areas of the Hotel. In the event of a breach of the guest of the ban on smoking, the Hotel is entitled to assert flat rate damages in the amount of EUR 250.00 against the customer as compensation for in particular cleaning measures, insofar as the customer does not provide the proof that the Hotel has not actually suffered any or less damages. The Hotel remains at liberty to prove higher damages and to assert a corresponding claim for damages. Section 280 Par. 1 Sentence 2 BGB remains unaffected.
- (4) Furthermore, the customer has to refrain from any manipulations to the smoke alarm devices (e.g. deactivation, removing, damaging, and/or other manipulations).
- (5) In case of breach of the duty under Subclause VI. Par. 3 and/or Par. 4, the customer is liable towards the Hotel for any damage caused thereby (Section 280 Par. 1 Sentence 1 BGB). This applies in particular when the unlawful smoking (including by triggering of the smoke alarm devices) or the manipulation of the smoke alarm devices results in triggering a fire alarm causing damages to the hotel (e.g. costs for fire brigade operations). If and as far as the customer has by breach of his contractual obligations caused an operation of a fire brigade, the customer is obligated to indemnify the Hotel from possible respective claims by the fire department. It is hereby noted that the costs of the operation of a fire brigade may amount up to several thousands of Euros. Section 280 Par. 1 Sentence 2 BGB remains unaffected.
- (6) On the agreed day of departure the rooms are to be made available to the Hotel cleared by no later than 11am. After this time the Hotel can invoice owing to the late clearance of the room for the use of the rooms that exceeds the contract until 6pm 50% of the current daily room rate, from 6pm 90% of the current daily room rate. The decisive current daily room rate corresponds with the rate for a room of the corresponding category as stated on the homepage of the Hotel for the day in question. Contractual claims of the customer are not established hereby. The customer is at liberty to prove towards the Hotel that it has not suffered any or a substantially less entitlement to a usage charge. The Hotel remains at liberty to prove higher damages and to assert corresponding claims for damages.

#### VII. Liability of the Hotel

- (1) The Hotel is liable for damages for which it is responsible from the injury to life, the body or the health. It shall further be liable for other damages, which are caused by a wilful or grossly negligent breach of an obligation of the Hotel or an ordinarily negligent breach of material contractual obligations (obligations, without the fulfilment of which due performance of the contract would not be possible) of the Hotel, whereas the liability of the Hotel in case of an ordinarily negligent breach of material contractual obligations is limited to damages which are foreseeable and which typically occur. A breach of obligation of the Hotel shall be deemed equivalent to that of a legal representative or vicarious agent. Further claims for damages – regardless of their legal grounds – are, insofar as not otherwise regulated in this Subclause VII, excluded. Should interferences or defects occur to the services of the Hotel, the Hotel will make an effort to ensure that these are remedied in case of knowledge or following an immediate complaint of the customer. The customer undertakes to contribute that which is deemed reasonable for him in order to remedy the interference and to minimise possible damages.
- (2) The Hotel shall be liable towards the customer for objects brought into the Hotel according to the statutory provisions. The Hotel recommends the use of the Hotel or room safe. The liability will lapse if the customer does not report the damage to the Hotel immediately after gaining knowledge thereof. If the customer wishes to bring money, securities and valuables with him into the Hotel with a value of more than EUR 800 or other objects with a value of more than EUR 3,500, this shall require a separate storage agreement with the Hotel.
- (3) Insofar as a parking space in the hotel garage or on the hotel car park is made available to the customer, also against payment, no safekeeping contract is concluded hereby. In case motor vehicles and their contents parked or manoeuvring on the hotel property are stolen or damaged the Hotel will only be liable according to Subclause VII Par. 1 Sentences 1 to 4 above.
- (4) Alarm calls will be treated carefully by the Hotel. Messages, post and goods shipments for the guest will be treated carefully. The Hotel shall take over the service, storage and – upon request – against payment the forwarding thereof. The Hotel will only be liable for breaches of this Subclause VII. Par. 4 according to Subclause VII Par. 1 Sentences 1 to 4 above.
- (5) The Hotel is entitled to hand over objects brought into the Hotel to the local lost and found office one month after termination of the customer's stay if the customer has not collected the objects which were brought into the Hotel despite a request by setting a reasonable deadline and a forwarding is not possible either. Costs possibly incurred by taking the objects to the lost and found office or the forwarding have to be borne by the customer.

#### VIII. Final provisions

- (1) Amendments or addendums to the contract, or these Business Terms shall require a text form. Unilateral amendments or addendums by the customer are invalid.
- (2) The place of performance and payment as well as the exclusive place of jurisdiction – also for cheque and bill of exchange disputes – in commercial transactions – is Hamburg (Germany). Insofar as a contractual partner has fulfilled the pre-requisites of Section 38 Par. 2 ZPO [German Code of Civil Procedure] and does not have a general place of jurisdiction in the domestic country, Hamburg shall be deemed the place of jurisdiction. (3) The law of the Federal Republic of Germany shall apply under the exclusion of the UN Convention on Contracts for the International Sale of Goods and the law on conflicts.
- (4) Should individual provisions of these General Business Terms be or become invalid or null and void, this shall have no effect on the validity of the other provisions. Incidentally the statutory regulations will apply.