

**Terms and Conditions Adina Germany Holding GmbH & Co. KG
for hotel contracts at Adina Apartment Hotels in Germany **

- Adina Apartment Hotel Berlin Checkpoint Charlie
- Adina Apartment Hotel Berlin Mitte
- Adina Apartment Hotel Berlin Hackescher Markt
- Adina Apartment Hotel Frankfurt
- Adina Apartment Hotel Frankfurt Neue Oper
- Adina Apartment Hotel Nuremberg
- Adina Apartment Hotel Hamburg Michel

I. Scope of validity

1.

These general terms and conditions are applicable for contracts leasing guest rooms from the respective Adina Group hotel that is mentioned in the respective contract ("hotel") to customers for the purpose of accommodation and for any additional services to customers.

2.

Any sub-leasing of the premises booked, for any purpose other than accommodation (e.g., for public invitations, other promotional activities, job-seeking interviews, for sales events of a commercial nature) as well as any use of hotel rooms and premises excluding activities of the above nature, shall require prior written consent from the hotel. An additional charge may be billed for such uses. Art. 540, Section 1, Subsection 2, German Civil Law Code (BGB) shall not apply insofar as the customer is not a consumer.

3.

Where accommodation is used to meet the needs of temporary housing/accommodation, this shall only be intended to cover the particular occasion as a one-off event. Provision of such accommodation shall not, in the absence of an alternative place of residence, be taken to constitute any general right to accommodation in the sense of a permanent right of residence. Such residence shall continue to be at the guest's stated registered address.

4.

General terms and conditions of the customer shall only apply if this was expressly agreed beforehand.

II. Closing, contracting parties, limitation of actions

1.

A contract comes into effect through acceptance by the hotel of the customer's order. The hotel is free to confirm room bookings in text form.

2.

Where a customer wishes to book more than 10 nights, written acceptance by the hotel is required in order for the contract to come into effect.

Where such written acceptance is at variance with the customer's order, it constitutes a new application by the hotel to which the latter feels bound for 5 business days unless it is revoked vis-à-vis the customer before that deadline.

3.

Where a customer books through a third party, the latter is liable to the hotel together with the customer as joint and several debtors for all obligations under the contract provided that the hotel has obtained a corresponding declaration from the third party concerned.

4.

The customer is obligated to inform the hotel, without being especially asked to do so, no later than at closing if any of his/her activities at the hotel are apt to affect the hotel's business activities, security or public image.

5.

All claims against the hotel become statute-barred, as a matter of principle, within one year of the commencement of the regular period of limitations pursuant to § 199 para. 1 BGB provided that the claimant is aware of that period. Claims for damages shall become statute-barred,

irrespective of such awareness, within 5 years. Reduced periods of limitation are not applicable to claims (based on loss of life, physical injury and damage to health) but also for deliberate or grossly negligent breaches of duty by the hotel.

III. Services, prices, payment and set-off

1.

The customer is obligated to pay the hotel's prices applicable to and/or agreed for the use of the room and for the additional services claimed by him/her. This shall also apply to services rendered and amounts advanced by the hotel to third parties on the customer's instructions. The agreed prices are inclusive of the applicable sales tax and/or VAT.

2.

If there is an interval of more than four months between closing and performance and if during that period a change occurs to the statutory sales tax and/or VAT, the prices shall be adjusted accordingly.

3.

If the interval between closing and performance exceeds four months and if there is an increase in the price generally charged by the hotel for the given service, the hotel may reasonably raise the contractually agreed price, not, however, by more than 5%. This upper limit shall increase by 5% in respect of any one year by which the interval between closing and performance exceeds the above four-month period. No account is taken, in this context, of price changes made pursuant to para. 2.

4.

Moreover, the hotel may change its prices if the customer, with the hotel's concurrence, subsequently modifies his/her order in terms of the number of rooms, the scope of the hotel's services or the length of stay.

5.

The hotel's bills shall be due and payable without deductions, unless agreed otherwise, upon receipt. A bill is deemed received by the customer no later than 3 days after its dispatch unless earlier receipt can be proven by the hotel or later receipt by the customer.

6.

Unless agreed otherwise in writing, the hotel may at any time declare accrued accounts receivable mature and ask for immediate payment. In case of default in payment, the hotel is entitled to charge the applicable statutory default interest. The hotel reserves the right to furnish proof of a heavier loss.

7.

The customer shall refund dunning charges to the Hotel for each reminder after default has occurred in an amount of € 5,-. In particular, the

customer is free to prove that substantially lower or no charges at all have been occurred.

8.

The hotel is entitled to ask, at closing or thereafter, for a reasonable down payment or security of up to 100% of the expected payment obligation, taking account of the statutory provisions governing package arrangements. The hotel may, before rendering its services, require the customer to present a valid credit card.

9.

Only uncontroversial, undisputed or non-appealable claims may be set off by or credited to the customer against claims of the hotel.

IV. Customer's withdrawal (countermanding, cancellation) and failure to claim hotel services

1.

For withdrawal from the contract concluded with the hotel the customer requires the latter's written consent. If it is withheld, the contractually agreed price shall be payable even if the customer does not claim the services contracted for. This shall not apply if the hotel infringes its obligation to take account of the customer's rights, objects of legal protection and interests where it would no longer be conscionable to expect the customer to uphold the contract, or where the customer is entitled to a statutory or contractual right of withdrawal.

2.

Where the hotel and the customer have agreed in writing on a date, by which the latter a withdrawal from the contract without charge is possible, the customer may do so by that date without triggering payment or compensation claims of the hotel. The customer's right of withdrawal lapses if he/she fails to exercise that right vis-à-vis the hotel in writing by the agreed deadline unless the withdrawal is governed by para. 1, third sentence.

3.

Where a customer does not make use of a room booking, the hotel shall offset the earnings from alternative bookings of the room against the customer's stated claim.

4.

Where the customer has no contractual or statutory right to rescind the contract and the customer does not take advantage of the hotel's contractual performance, the hotel may demand the contractually agreed upon sum and to consolidate the discount for expenses saved into a lump sum. In particular, in the event of non-refundable bookings, the customer is obligated to pay 100%, however at least 90%, of the contractually agreed price for the entire stay with or without breakfast. In the event of guaranteed

bookings (free cancellations up to 24 hours prior to arrival), the customer is in particular obligated to pay 100%, however at least 90%, of the contractually agreed price for the first night with or without breakfast. For lump-sum arrangements including outsourced services, the customer is obliged to pay 70% for half-board and 60% for full-board arrangements. The customer is free to prove that the above claim has not arisen at all or not in the amount claimed. The Adina Apartment Hotels in Germany offer their customers in cooperation with Allianz ELVIA a hotel cancellation insurance, which covers incurring costs. Detailed information can be requested at one of the hotels at any time.

V. Withdrawal by the hotel and unauthorised events

1.

Where it was agreed in writing that the customer may withdraw free of charge by a certain deadline, the hotel is for its part entitled to withdraw from the contract if there are inquiries by other customers about contractually booked rooms and the customer, on inquiry by the hotel, refuses to waive his/her right to withdraw. The same shall analogously apply where the customer has been granted an option, but is not prepared, on inquiry by the hotel, to make a firm booking in a situation where the hotel has other inquiries.

2.

Where a down payment that has either been agreed or is asked for pursuant to section III para. 8 is not made even after expiry of a reasonable extension granted by the hotel, the hotel may likewise withdraw from the contract.

3.

Moreover, the hotel may withdraw from the contract for an extraordinary cause, i.e. a cause supported by facts, which shall be deemed to exist e.g.

- where the performance of a contract is rendered impossible by force majeure or other circumstances for which the hotel is not liable;
- where hotel services are booked on the basis of the misleading or false presentation of material facts, e.g. relating to the customer's identity or the purpose of his/her stay;
- Where the hotel has reason to believe that the use of its services is likely to affect its business operations, security or public image provided the cause is not rooted in the hotel's sphere of control and/or organisation, or;

- Where the purpose or the reason for the stay contravenes the law or where it contravenes common decency;
- In the event of an infringement of section I, para. 2.

4.

The hotel is free to stop and/or break off unauthorised job-seeking interviews or promotional and similar events.

5.

The customer may not claim damages if the hotel withdraws for good cause or breaks off an unauthorised event pursuant to the above para. 4 6.

In the event that the hotel is entitled to damages from a customer in the context of a withdrawal pursuant to the above paras. 2 or 3, it may consolidate its claim into a lump sum. In that case, section IV para. 2 to 5, second and third sentences, shall analogously apply.

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

1.

Unless subject to written agreement, the customer shall not have a right to choose and obtain a specific room.

2.

Booked rooms are available from 2 p.m. on the agreed day of arrival. There is no claim to earlier availability. Unless a later time of arrival has expressly been agreed or the given room has been paid for in advance, the hotel may make alternative arrangements for the booked room after 6 p.m. without giving rise to a claim by the customer against it. Claims of the hotel under section IV are not affected by the above provision. The hotel is not obligated to make alternative arrangements for unclaimed rooms.

3.

The rooms shall be vacated no later than by 11.00 a.m. on the agreed day of departure. Unless the room is vacated by that hour, the hotel may, if it is vacated by 4 p.m., charge 50% of the full room rate for its use beyond the hour contracted for and the full room rate beyond that hour. This does not give rise to any contractual claims of the customer. In particular, the customer is free to prove that the hotel has no claim to the charge asked for or that its claim is substantially lower.

VII. Liability by the hotel

1.

The hotel is liable for its contractual obligations with the diligence of a prudent businessman. Claims for damages by the customer are ruled

out. Exempt are damages associated with the loss of life, bodily harm or injury to health if the hotel is answerable for the underlying breach of duty. The hotel is further liable for damage caused by simple carelessness to the extent that the carelessness affects material contractual obligations under the contract enabling the proper performance of the contract and which the customer may generally expect to have honoured (cardinal duty).

A breach of duty by the hotel shall be deemed on a par with a corresponding breach by one of its legal representatives or vicarious agents. In case of interference with or shortcomings of the hotel's services, the hotel shall endeavour, on learning or promptly being notified thereof by the customer, to take remedial action. The customer is obligated to reasonably assist in putting an end to the disturbance and in minimising any potential damage. Moreover, the customer is obligated to draw the hotel's attention in time to the possible occurrence of an exceptionally heavy loss.

2.

Subject to the provisions in [VII.1.], liability of the hotel for articles brought in by the customer is subject to the following:

The hotel shall be liable for articles brought with by the customer in accordance with the statutory provisions out of Arts. 701 et seq. German Civil Law Code [BGB].

The hotel shall be held liable for the loss, destruction or damage to articles brought into the hotel in an amount corresponding no greater than one hundredth of a room's rate, insofar that the sum is no more than € 3,500 as well as for cash, securities and valuables to an amount no more than € 800. The hotel recommends storing cash, securities and valuables in the hotel or room safe.

Further liability on the part of the hotel shall only apply in cases where the loss, destruction or damage was caused by the malice aforethought or gross negligence of the hotel or its employees, or where the hotel refused to store the said articles in contravention of Art. 702, s. 3 German Civil Law Code [BGB] [*In accordance with Art. 702, s. 3 German Civil Law Code, the hotel is obligated to accept storage of cash, securities, valuables and other valued items, except where their value is excessive in relation to the size or status of the hotel or if they are dangerous.*]

The obligation to pay compensation does not apply in cases where the loss, destruction or damage was caused by the customer, a companion of the customer or a person otherwise belonging to the company of the customer, or which is due to the nature of the articles themselves or is otherwise caused by force majeure.

The obligation to pay compensation shall not cover vehicles, items which were left inside a vehicle or living animals.

Liability claims lapse if the customer fails to notify the hotel immediately after learning of the loss, destruction or damage (Art. 703 German Civil Law Code [BGB]).

3.

Objects left behind are sent on only at the customer's request, risk and costs. The hotel shall safe-keep such objects for a period of six months after communicating the find to the entitled party or the competent authority. Upon expiry of that time limit, the hotel shall pass the object on to the relevant authorities.

4.

Where the hotel provides car parking space at its garage or parking lot, this does not give rise to a custody agreement even if a charge is billed therefor. The hotel is not obligated to guard such parking sites. It is not liable for any loss of or damage to motor vehicles parked or stopping on the hotel's grounds and their contents except in case of intent or gross negligence. Clauses 2 to 5 of the above para. 1 shall apply analogously. Incidents of this kind shall promptly be communicated to the hotel. In all other respects, the conditions governing the use of parking space on display at the hotel's garage shall apply.

5.

Requests for wake-up calls are attended to with the diligence of a prudent businessman. Messages, mail and deliveries addressed to guests are handled with care. The hotel shall deliver and/or store such items and shall, on request and for a charge, send them on. Sentences 2 to 5 of the above para. 1 shall analogously apply.

VIII. Liability of the guest

The guest is obliged to treat the hotel rooms and facilities with care. In particular and notwithstanding additional claims, the customer is liable for:

- Malicious damage or destruction of fixtures, in particular but not limited to, the use of permanent marker pens;
- Harm caused by overflowing bathtubs or sinks;
- Harm caused in
- Harm caused in the course of setting off the smoke detector, in particular but not limited to ovens, toasters, microwaves etc. left unattended, on switched on hobs, through prohibited smoking, open fires, incense sticks, candles, incense

ceremonies (smoke rituals), etc., through irons left on the carpet or through children left unattended. This list is simply illustrative and is not to be considered exhaustive. This does not affect the right of the hotel to state further claims.

IX. Final provisions

1.

Modifications of or amendments to a contract or the present terms and conditions governing admission to this hotel shall require the textual form in order to be effective. Unilateral modifications or amendments by the customer are ineffective.

2.

The place of fulfilment and payment shall be the hotel's domicile.

3.

Exclusive venue - including for disputes involving cheques - shall be, in commercial intercourse, the hotel's domicile. The same applies if the customer has no general venue inside the country, thus satisfying the requirement of § 38 para. 2 ZPO (Code of Civil Procedure).

4.

German law shall apply. UN law on the international sale of goods and the conflict of law rules may not be invoked.

5.

Should individual provisions of these general terms and conditions governing admission to this hotel be or become ineffective or void, the effectiveness of their remaining provisions shall not be affected thereby. In that case the Parties shall agree on a new arrangement which comes as close as possible to the meaning of the ineffective provision.

6.

In line with its general duty to keep customers informed, Adina operates according to § 36 VSBG and is neither obliged nor willing to participate in a consumer arbitration board for reconciliation procedures.

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