

General Terms and Conditions of Business of R&S Hotelbetriebsgesellschaft mbH (hereinafter referred to as “Hotel”) for all places of business:

Hotel AMANO, Auguststraße 43, 10119 Berlin
Hotel AMANO Grand Central, Heidestraße 62, 10557 Berlin
Hotel MANI by AMANO Group, Torstraße 136, 10119 Berlin
Hotel ZOE by AMANO Group, Große Präsidentenstraße 6-7, 10178 Berlin
AMANO Home, Torstraße 52, 10119 Berlin
Hotel AMO by AMANO, Friedrichstraße 113, 10117 Berlin
Hotel Düsseldorf Mitte, Graf-Adolf-Straße 60, 40210 Düsseldorf

1. SCOPE OF APPLICATION

1.1

These terms and conditions of business shall apply to all agreements on letting out hotel rooms to accommodate guests for a fee, as well as any further services and deliveries of the hotel provided for customers in this context (Hotel Accommodation Agreement). The term “Hotel Accommodation Agreement” comprises and replaces the following terms: Agreement to provide accommodation/agreement for receiving guests/hotel agreement/hotel room agreement.

1.2

Any general terms and conditions of business of the Customer shall not be acknowledged, and shall only apply if it has been explicitly agreed between the parties in advance.

2. CONCLUSION OF THE AGREEMENT

2.1

The contractual partners are the Hotel and the Customer. The agreement shall materialise through the acceptance of the Customer’s application by the Hotel. The Hotel shall be free to confirm the room booking in text form.

2.2

Should a third party have placed an order on behalf of the Customer, it shall be liable vis-à-vis the Hotel together with the Customer as a joint and several debtor for any obligations arising from the hotel accommodation agreement, provided that the hotel holds a corresponding statement by said third party. These terms and conditions of business shall also apply to the third party.

2.3

The sub-letting or re-letting of the premises let, the use of them for purposes other than accommodation and the use of hotel space outside the premises rented for advertising efforts, job interviews, sales and similar events shall require the Hotel’s prior express consent in text form. Sec. 540 (1) sentence 2 German Civil Code (*BGB*) shall not apply in so far as the Customer is not a consumer.

3. PRICES, PRICE ADJUSTMENT, PAYMENT

3.1

The Customer shall be obliged to pay the agreed or applicable prices of the Hotel for the letting of the room and any further services made use of by the Customer. This shall also apply to any services commissioned by the Customer directly or via the Hotel which are provided by third parties and the cost of which is laid out by the Hotel.

3.2

The agreed prices shall be in line with the price list applicable as at the date of concluding the agreement, which shall be presented at any time upon request. The prices are understood to be inclusive of the tax and local duties applicable as at the date of concluding the agreement. Not included are local duties which are owed by the guest personally under the respective municipal law, such as the visitor’s tax.

In the event of a change in the statutory VAT or the introduction, a change in or the abolition of local duties on the subject of the services after the agreement has been concluded, the prices will be adjusted accordingly. In the

case of agreements with consumers, the latter shall only apply if the period between concluding the agreement and fulfilling the contract exceeds four months.

3.3

The Hotel may make its consent to a subsequent reduction in the number of rooms booked, the services of the Hotel or the length of the Customer's stay dependent upon the price of the rooms and/or the other services of the Hotel being increased.

3.4

The Hotel shall be entitled, when concluding the agreement, to require the Customer to provide an appropriate advance payment or security deposit, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in the agreement, in text form. In the case of advance payments or security deposits for package tours, the statutory provisions shall not be affected thereby. In the event of arrears of payment on the part of the Customer, the statutory provisions shall apply.

3.5

In substantiated cases, for instance arrears of payment on the part of the Customer or an extension of the scope of the agreement, the Hotel shall be entitled, also after concluding the agreement, up to the beginning of the stay, to require an advance payment or security deposit within the meaning of Clause 3.4 above, or an increase in the advance payment or security deposit agreed in the agreement up to the full remuneration agreed.

3.6

The Hotel shall, moreover, be entitled, at the beginning of and during the Customer's stay, to require an appropriate advance payment or security deposit within the meaning of Clause 3.4 above for existing and future claims arising from the agreement, in so far as such has not already been paid in accordance with Clause 3.4 and/or Clause 3.5 above.

3.7

Invoices of the Hotel not bearing a due date for payment shall be due for payment within fourteen days as from receipt of the invoice, without any deduction. The Hotel may require the immediate payment of any claims due by the Customer, at any time. In the event of arrears of payment on the part of the Customer, the statutory provisions shall apply. It shall be up to the Hotel to prove any greater damage.

3.8

The Customer may only offset a claim on the part of the Hotel against a claim that is undisputed or legally final.

4. WITHDRAWAL ON THE PART OF THE CUSTOMER (CANCELLATION)/NOT MAKING USE OF THE HOTEL'S SERVICES (NO SHOW)

4.1

A withdrawal on the part of the Customer from the agreement concluded with the Hotel shall only be possible if a right of withdrawal was explicitly agreed in the agreement, any other statutory right of withdrawal exists, or if the Hotel expressly agrees to revoking the agreement. Agreeing a right of withdrawal, as well as any consent to the rescission of the agreement, always needs to be implemented in text form.

4.2

Should a date for withdrawing from the agreement free of charge have been agreed between the Hotel and the Customer, the Customer may withdraw from the agreement until that date, without triggering any claims to payment or damages on the part of the Hotel. The Customer's right of withdrawal shall lapse if it fails to exercise its right of withdrawal vis-à-vis the Hotel by the agreed date.

4.3

Should no right of withdrawal have been agreed, or should it already have lapsed, no statutory right of withdrawal or termination shall exist either, and, should the Hotel not agree to rescinding the agreement, the Hotel will still have a claim to the agreed remuneration, in spite of the services not being used. In the process, the Hotel shall offset the income from any other letting of the rooms, as well as the expenses saved. Should the rooms not be let to anyone else, the Hotel may deduct a global amount for the expenses saved, in accordance with Clauses 4.4 and 4.5. It shall be up to the Customer to prove that the above-mentioned claim did not arise, or not in the amount claimed.

4.4

Should nothing to the contrary have been agreed between the Hotel and the Customer in the agreement, the Customer may withdraw, free of charge, until 6 p.m. two days prior to the day of arrival. Should the Customer withdraw from the agreement at a later date, the Hotel shall be entitled to invoice 80% of all services reserved. In the event of discounted rates and bookings, cancellation is not possible free of charge.

4.5

Unless anything to the contrary has been agreed between the Hotel and the Customer in the agreement, in the case of a group booking (as from 10 rooms) it shall be possible for the Customer to withdraw up to eight weeks prior to arrival. Should the Customer withdraw from the agreement up to four weeks prior to arrival, the Hotel shall be entitled to invoice 50% of all services reserved. Should the Customer withdraw at a later date, the Hotel shall be entitled to invoice 100% of all services reserved.

4.6

Should the Hotel specifically charge the Customer for the amount of the compensation, the amount of the compensation shall amount to a maximum of the amount of the contractually agreed price for the services to be provided by the Hotel subject to deduction of the amount of the expenses saved by the Hotel, as well as whatever the Hotel acquires by using the hotel services otherwise.

4.7

The above provisions on the compensation shall apply accordingly if the guest fails to make use of the room or services booked without notifying it in good time (no show). They shall likewise apply accordingly if the Customer departs at an earlier date than agreed.

5. WITHDRAWAL BY THE HOTEL

5.1

Should it have been agreed that the Customer may withdraw from the agreement within a certain period of time, free of charge, the Hotel shall, on its part, be entitled, during this period of time, to withdraw from the agreement if enquiries from other customers are received for the rooms contractually booked and the Customer, when consulted by the Hotel, does not waive his or her right to withdraw after being set a reasonable deadline to do so.

5.2

Should an advance payment or security deposit agreed or requested in accordance with Clause 3.4 and/or Clause 3.5 still not have been paid once a reasonable grace period set by the Hotel has expired, the Hotel shall likewise be entitled to withdraw from the agreement.

5.3

The Hotel shall, moreover, be entitled, on objectively justified grounds, to withdraw from the agreement extraordinarily, in particular if

- Acts of God or any other circumstances that are not the fault of the Hotel make it impossible to fulfil the contract;
- rooms or premises are culpably booked, giving misleading or false details or concealing important facts. Important may, in that respect, mean the identity of the Customer, the Customer's ability to pay or the purpose of the stay;
- the Hotel has justifiable grounds for assuming that making use of the services may jeopardise the smooth running of business operations, the security or the reputation of the Hotel in the public eye, without it being attributable to the domain or organisational sphere of the Hotel;
- the purpose or the occasion of the stay is unlawful;
- a violation of Clause 2.3 above exists.

5.4

The justified withdrawal of the Hotel shall not substantiate any claim on the part of the Customer to compensation for damage.

6. PROVISION, HANDING OVER OR RETURN OF ROOM

6.1

The Customer shall not acquire any claim to the provision of particular rooms, unless the latter has explicitly been agreed.

6.2

Any rooms booked shall be available to the Customer as from 3 p.m. on the agreed day of arrival. The Customer shall not have any claim to the room being provided earlier.

6.3

The rooms are to be handed back to the Hotel, cleared, at the latest by 12 noon on the agreed day of departure. After that time, the Hotel may, due to the room being cleared late, invoice 50% of the full price of the accommodation (list price) for use until 6 p.m. that has exceeded the terms of the agreement. As from 6 p.m., the charge will be 90%. No contractual claims on the part of the Customer shall be substantiated thereby. It shall be up to the Customer to prove that the Hotel has no claim to a usage fee, or a considerably lesser one.

7. LIABILITY ON THE PART OF THE HOTEL, STATUTE OF LIMITATIONS

7.1

The Hotel shall be liable for any losses which are its fault arising from injury to life, the body or the health. It shall, moreover, be liable for any other damage based on wilful or grossly negligent breach of duty on the part of the Hotel or any wilful or negligent infringement of contractually typical obligations of the Hotel. A breach of duty on the part of the Hotel shall be equivalent to that of a legal representative or vicarious agent. Any further claims for compensation for damage shall, in so far as nothing to the contrary has been provided for in this Clause 7, be excluded. Should any faults or defects occur to the Hotel's services, the Hotel shall, if it becomes aware of them, or if the Customer immediately complains about them, seek a remedy. The Customer shall be obliged to contribute what can reasonably be expected of him or her towards eliminating the defect and keeping the damage to a minimum.

7.2

The Hotel shall be liable vis-à-vis the Customer for items introduced onto the premises in accordance with the statutory provisions. The Hotel recommends using the hotel or room safe. Should the guest wish to bring with him or her money, securities and valuables having a value of over € 800.00 or any other items having a value of over € 3,500.00, a separate safekeeping agreement with the Hotel shall be required.

7.3

Should the Customer be provided with a parking space in the hotel garage or in the hotel car park, also in return for a fee, no custody agreement shall materialise as a result. In the event of cars and their contents that are parked or manoeuvred in the hotel grounds being stolen or damaged, the Hotel shall only be liable in accordance with Clause 7.1, sentences 1 to 4, above.

7.4

Secs. 536 and 536a German Civil Code (*BGB*) shall not apply. The Hotel shall not be liable for theft of or damage to clothes or any other items of the Customer and his or her accompanying persons introduced onto the premises.

7.5

Any claims against the Hotel shall essentially become statute-barred after one year as from the statutory commencement of the period of limitation. This shall not apply in the case of claims for compensation for damage or in the case of any other claims, in so far as the latter are based on intentional or grossly negligent breach of duty on the part of the Hotel.

8. WAKE-UP SERVICES, POST, LOST PROPERTY

8.1

The Hotel makes every effort to carry out wake-up services with the greatest possible care.

8.2

E-mails, post and consignments of goods intended for the Customer shall be handled with care by the Hotel. The Hotel takes on the safekeeping, return and, if desired - in return for a fee - forwarding of the same.

8.3

Any items belonging to the Customer that are left behind shall be sent on to the Customer upon request at the Customer's expense and risk. The Hotel shall keep the items for six months, and shall charge an appropriate, usual fee for the service, which will be in line with the effort required to keep the items safe. Following the expiry of the period of safekeeping, the items shall, if they have any recognisable value, be handed over to the local Lost Property Office.

8.4

The Hotel shall only be liable for any infringement of the duty outlined in Clauses 8.1 to 8.3 in accordance with Clause 7.1, sentences 1 to 4.

9. IMPAIRMENT BY THE CUSTOMER, LIABILITY ON THE PART OF THE CUSTOMER

9.1

The Customer shall be liable vis-à-vis the Hotel for any impairments or losses caused culpably, within the meaning of Sec. 275 German Civil Code (*BGB*). Already slight negligence shall substantiate the Customer's obligation to compensate the damage.

9.2

The same shall apply to any losses caused by third parties, in so far as the latter are present on the Hotel premises at the Customer's behest.

10. FINAL PROVISIONS

10.1

Any amendments and additions to the agreement, the acceptance of the application or these General Terms and Conditions of Business shall require to be made in writing. Any unilateral amendments or additions by the Customer shall be invalid.

10.2

The place of fulfilment and payment shall, in commercial dealings, be the site of the respective hotel.

10.3

The exclusive place of jurisdiction – also in regard to any disputes regarding cheques or bills of exchange – shall, in commercial dealings, be Berlin. Should either contracting party fulfil the prerequisite of Sec. 38(2) German Code on Civil Procedure (*ZPO*), and not have any general place of jurisdiction domestically, the place of jurisdiction shall be deemed to be Berlin.

10.4

German law shall apply. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (*CISG*) and the conflict of laws provisions shall be excluded.

10.5

Should any individual provisions of these General Terms and Conditions of Business be or become invalid or null and void, the validity of the remaining provisions shall not be affected thereby. In addition, the statutory provisions shall apply.

Status: July 28, 2018