

# General Terms and Conditions of Derag Livinghotel am Olympiapark GmbH

## I. Scope of application

1. The following General Terms and Conditions shall apply to all contracts which comply with the characteristics of the law on general terms and conditions (AGB-Gesetz). These General Terms and Conditions are clearly and generally visible on display in the Hotel (particularly in the reception area) and will be separately handed out to the guest or client when entering into an agreement.
2. These Terms and Conditions in particular apply to contracts regarding the rental provision of hotel rooms and apartments for accommodation purposes as well as any other services and deliveries rendered by the hotel to the customer.
3. Subletting or re-letting as well as the use for any purpose other than the agreed one require prior written approval.
4. Terms and Conditions of the customer will only be applicable if this was beforehand agreed in writing.

## II. Conclusion of contract; contracting party; liability; statutes of limitation

1. The contract shall be concluded on acceptance of the customer's application by the Hotel. It is up to the Hotel to confirm the hotel reservation in writing.
2. Contracting parties are the Hotel and the customer. If a third party makes the reservation as agent on behalf of the customer, this third party together with the customer shall be liable towards the Hotel as joint and several debtor for all obligations arising out of the hotel accommodation contract.
3. The Hotel shall be liable for its obligations arising out of the contract. In non-typical service areas, liability shall be restricted to intent and gross negligence on part of the Hotel.
4. The period of limitation with regard to any claims by the customer shall be one year.
5. This limitation of liability and short period of limitation for the benefit of the Hotel shall also apply in case of infringement of obligations in initiating a contract and in case of positive breach of contract. They shall not apply in cases of § 309 section 7 BGB (Civil Code).

## III. Services, prices, payment, offsetting

1. The agreed prices include the respective legal value-added tax. If the period between conclusion of contract and implementation of contract exceeds 4 months and if the price generally charged by the Hotel for such services has increased, the Hotel will be entitled to increase the price agreed by contract appropriately, but at most by 15%.
2. Invoices by the Hotel are immediately payable without deduction. The Hotel shall be entitled any time to call due accumulated accounts receivable. On delay of payment, the Hotel shall be entitled to charge the statutory interests and to terminate the contract.
3. Assertion of further damage caused by delay on the part of the Hotel remains reserved.
4. On conclusion of the contract or afterwards, the Hotel shall be entitled to demand an appropriate advance payment or furnishing of security. The amount of the advance payment and dates of payment may be stipulated in the contract by writing.
5. The customer may only offset or reduce a claim by the hotel with a claim which is undisputed or legally valid.

## IV. Withdrawal of the customer (counter-order, cancellation) / non-utilization of the Hotel's service

1. If there is neither a right of rescission under contract nor under law to the favour of the customer, the Hotel will still have a claim to the agreed compensation although the service has not been used.
2. If rooms have not been used by the customer, the Hotel has to set-off the receipts from the renting of the rooms to other parties as well as the saved expenditures.
3. In case of a reservation up to max. 3 apartments, the Hotel shall be entitled to lump-sum the compensation for damage as follows:  
On cancellation by the customer 1-6 days before arrival, the customer will pay 50 % of the price agreed for the reserved duration of stay as lump-sum damages, for max. 7 nights.  
In case of cancellation by the customer one day before arrival or on No Show, the customer will pay 100 % of the price agreed for the reserved duration of stay as lump-sum damages, for max. 7 nights.

4. In case of premature departure, the remaining booking period will be charged up to max. 7 days. ....

5. The customer is free in any case to furnish evidence that the damage mentioned has not been caused or has not been caused to the amount claimed.  
The Hotel is free to furnish evidence of a larger damage, as well.

## V. Withdrawal of the Hotel

1. As far as a right of rescission within a certain period has been agreed to the favour of the customer in writing, the Hotel will also be entitled to withdraw from the contract within this period if other customers have asked for the rooms booked by contract and if the customer on inquiry by the Hotel does not waive his right of rescission.
3. If an agreed advance payment is not paid in due time, the Hotel will be entitled to withdraw from the contract, as well.
4. Furthermore, the Hotel shall be entitled to an extraordinary withdrawal from the contract for practically justified reasons, for example
  - If force majeure or other circumstances for which the Hotel is not responsible make it impossible to fulfil the contract,
  - If rooms are booked under misleading or false information with regard to relevant facts, e.g. regarding the person of the customer or the purpose;
  - If there are reasonable grounds for the Hotel to believe that the utilization of the service rendered by the Hotel may impair the smooth operation of business while this risk cannot be attributed to the hotel's control or organisation.
  - If a violation against Paragraph I section 3 of these General Terms and Conditions occurs.
5. The customer commits him/herself to informing the Hotel immediately of his/her own accord, on conclusion of the contract at the latest, however, that the conditions of the service and/or event, whether due to its political, religious or other nature, could attract public interest or affect the Hotel's interests adversely. Newspaper advertisements, other advertising efforts and publications which include any reference to the Hotel always require written approval by the Hotel.

If the customer violates this duty of discovery or if publication is effected without such approval, the Hotel shall be entitled to cancel the event.

6. In case of justified cancellation by the Hotel, the Customer will not be entitled to compensation for damage. In case of claims for damages on the part of the Hotel, the statutory provisions shall apply.

## VI. Provision of rooms, checking in and out

1. The customer shall not be entitled to the provision of certain rooms.
2. Booked rooms are available to the customer as from 03.00 pm of the agreed day of arrival. The customer shall not be entitled to claim earlier provision.
3. On the agreed day of departure, the rooms have to be vacated and made available to the Hotel by 11.00 am at the latest. Afterwards, in addition to the damage caused by this, the Hotel may charge for the additional use of the room 50 % of the full lodging price (list price) until 06.00 pm and as from 06.00 pm 100%. The customer is free to furnish evidence that no damage or a considerably smaller damage has been caused to the Hotel.
4. In case of extension of the duration of stay with regard to apartment bookings, a new reservation has to be effected up to 14 days before expiration of the contract. Tacit extension of reservation shall be excluded. If the customer does not leave the room in due time, this constitutes the fact of illegitimate interference. The Hotel shall therefore be entitled to exercise the right of self-redress, to resume possession in the apartment and to place the items left in the room by the guest temporarily in a storage room at the expense and risk of the guest by exercising a right of lien.

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### VII. Liability of the Hotel

1. In the non-typical service area, with exception of the cases mentioned under § 309 section 7, liability shall be restricted to damages, consequential damages or disturbances which are to be put down to intent or gross negligence. The customer shall be obliged to contribute to a reasonable degree to the removal of the disturbance and to minimize any damage.
2. The Hotel will be liable for items brought along by the customer in accordance with the statutory provisions, in case of money, securities and other valuables for no more than Euro 800.00. Money and objects of value may be deposited in the Hotel's safe. Liability claims become extinct if the customer does not report the loss, destruction or damage to the Hotel immediately after it came to the customer's knowledge (§ 703 BGB).
3. If the customer is provided with a parking space in the Hotel's garage or on the Hotel's car park - whether against payment or not - this does not constitute a custody agreement. If vehicles that have been parked or shunted on the hotel premises or if contents of such vehicles get lost or are damaged, the Hotel will not be liable with the exception of intent or gross negligence. This shall also apply to vicarious agents of the Hotel.
4. Wake-up services are performed by the Hotel with utmost care. Claims for damages shall be excluded with the exception of gross negligence and intent.
5. Messages, post and shipments for the guests are treated with care. The Hotel undertakes to send, deposit and - on request - forward them against payment. Claims for damages shall be excluded with the exception of gross negligence and intent.
6. Objections against telephone invoices may only be raised within one month after receipt.

### VIII. Final provisions

1. Modifications of or supplements to this contract or the acceptance of application require to be made in writing. A change of the form requires the written form, as well. Unilateral changes or supplements by the customer shall be ineffective.
2. Place of performance and place of payment is the registered seat of the Hotel.
3. Exclusive place of jurisdiction is the registered seat of the Hotel. As far as the contracting party does not have a place of general jurisdiction within the country, it shall expressly be regarded as agreed that the registered seat of the Hotel is the place of jurisdiction.
4. German law shall apply.
5. Should individual provisions of these General Terms and Conditions be or become ineffective or void, the effectiveness of the remaining provisions shall not be affected by this.