



MELTER

Terms and Conditions of Alpha Inn GmbH ("Hotel") for the Hotel Agreement ("TCHA") Melter Hotel & Apartments Nuremberg

1. Validity

These terms and conditions apply exclusively and conclusively to agreements for the rental of hotel rooms for accommodation as well as further deliveries and services ("Services") of the Hotel rendered in this context for the Customer ("Contract"). Partners of the Contract are the Hotel and the Customer. The Contract is concluded by the acceptance of the request of the Customer by the Hotel. The Hotel is free to confirm the room reservation in text form. Deviating terms from the TCHA shall not apply unless the Hotel has expressly agreed to them in writing.

2. Services, Prices, Payment, Setoff

2.1 The Hotel shall provide the hotel rooms booked by the Customer and provide the agreed Services.

2.2 The Customer shall pay the agreed or applicable prices of the Hotel for the hotel rooms provided and the Services used. This also applies to the Services ordered by the Customer directly or via the Hotel which are provided by third parties and are paid in advance by the Hotel.

2.3 Prices are in euro ("EUR") including the current taxes and local charges applicable at the time the Contract was concluded.

2.4 The Hotel shall make its consent to a subsequent change requested by the Customer (e.g. reduction of the number of booked hotel rooms, reduction of Services or a reduction the length of stay), dependent on the price of the hotel room and/or other Services of the Hotel being increased.

2.5 Invoices of the Hotel without a due date are due for payment without any deductions within eight days of receipt of the invoice by the Customer. The Hotel may demand immediate payment of due claims from the Customer at any time. In case of default in payment of the Customer the statutory provisions shall apply. The Hotel reserves the right to prove higher damages.

2.6 The Hotel is entitled to demand from the Customer, upon conclusion of the Contract, a reasonable advance payment or security deposit (e.g. in the form of a credit card guarantee).

2.7 In justified cases (e.g. payment arrears of the Customer or extension of the scope of the Contract) the Hotel is entitled to demand an advance payment or security deposit (2.6) or an increase of the advance payment or security deposit agreed in the Contract up to the full agreed price even after conclusion of the Contract.

2.8 The Customer can only set off a counterclaim against a claim of the Hotel if its counterclaim is undisputed or confirmed by a final and unappealable judgment.

2.9 The Customer is jointly and severally liable for the invoice amount of the Hotel in addition to the ordering person of the hotel room and the Services for the Customer.

3. Withdrawal of the Customer

3.1 A withdrawal of the Customer from the Contract concluded with the Hotel is only possible if a right of withdrawal has been expressly agreed in the Contract, another legal right of withdrawal exists or if the Hotel expressly agrees to the cancellation of the Contract. The agreement of a right of withdrawal as well as the possible consent to a cancellation of the Contract shall take place in text form.

3.2 If a date for a free withdrawal from the Contract has been agreed between the Hotel and the Customer, the Customer may withdraw from the Contract until the agreed date, without triggering payment or damage claims of the Hotel. The right of the Customer of withdrawal expires if the Customer does not exercise his right to withdraw from the Contract by the agreed date.

3.3 If a right of withdrawal has not been agreed or has already expired, if there is also no statutory right of withdrawal or termination and if the Hotel does not agree to a cancellation of the Contract, the Hotel reserves the right to claim for the agreed price despite a non-use of the Service. The Hotel has to take into account the revenues from other rental of the hotel rooms as well as the saved expenses. If the hotel rooms are not otherwise rented, the Hotel may charge the deduction for expenses saved.

In this case, the Customer shall pay at least 90 % of the contractually agreed price for the booked hotel room and per night. The Customer is free to prove that the aforementioned claim was not incurred or not incurred in the demanded amount.

4. Withdrawal of the Hotel

4.1 In case it has been agreed that the Customer may withdraw from the Contract free of charge within a certain period of time, the Hotel is in turn entitled to withdraw from the Contract, if there are inquiries from other persons for the hotel rooms booked in the Contract and the Customer on request of the Hotel with a reasonable deadline not waived his right to withdraw.

4.2 In case an advance payment or security deposit agreed or demanded in accordance with 2.6 and/or 2.7 is not made by the Customer even after the expiry of a reasonable grace period set by the Hotel, the Hotel is entitled to withdraw from the Contract.

4.3 The Hotel is entitled to withdraw from the Contract for a materially justified reason, in particular if

- force majeure or other circumstances for which the Hotel is not responsible render the fulfillment of the Contract impossible;
- hotel rooms or rooms are culpably booked under misleading or false information or concealment of material facts; in doing so, the identity of the Customer, the solvency or the purpose of the stay of the Customer may be essential;
- the Hotel has reasonable grounds to assume that the use of the Service may jeopardize the running of the business free from interferences, the security or the reputation of the Hotel in public, without this being attributable to the domain or organization of the Hotel;
- the purpose or occasion of the stay is unlawful;
- there is a violation of subletting or re-letting the hotel rooms provided and their use for purposes other than accommodation.

4.4 The justified withdrawal of the Hotel does not constitute a claim of the Customer against the Hotel for damages.



MELTER

5. Provision, Handover and Return of the booked Hotel Rooms

5.1 The Customer does not acquire the right for provision of certain hotel rooms, unless this was not expressly agreed.

5.2 Booked hotel rooms are available to the Customer from 03:00 p.m. on the agreed arrival day. The Customer has no claim against the Hotel to an earlier provision of the hotel rooms.

5.3 For arrivals after 10:00 p.m., the Customer is obliged to contact the Hotel in time to receive the code for the night safe. If no feedback is received by the Customer until 10:00 p.m., the claim against the Hotel to a provision of the booked hotel room expires. This regulation applies in particular to bookings via hotel portals, because the hotel portals do not provide any contact data of the Customer to the Hotel. The costs of providing the hotel room shall be charged to the Customer at 90 %.

5.4 On the agreed day of departure, the hotel rooms are to be vacated and made available to the Hotel no later than 11:00 a.m. Thereafter, the Hotel may charge 50 % of the applicable prices of the hotel room provided until 06:00 p.m. due to the delayed vacating of the hotel room for contractually agreed use, and 90 % from 06:00 p.m. onwards. Contractual claims of the Customer against the Hotel are not justified by this. The Customer is free to prove that the Hotel has no or a much lower entitlement to claim usage fees against the Customer.

6. Smoking Ban, Loss of the Room Card

6.1 There is a smoking ban throughout the Hotel. Failure to comply with the smoking ban shall entitle the Hotel to demand a special cleaning fee in the amount of EUR 250.00. The Customer is free to prove that the Hotel has no or a much lower entitlement to claim cleaning fees against the Customer.

6.2 If the Customer loses the room card the Hotel has a claim against the Customer on replacement costs for the room card in the amount of EUR 10.00.

7. Liability of the Hotel

7.1 The Hotel is liable for damages caused by culpable loss of life, bodily injury or damage to health. Furthermore, the Hotel is liable for other damages caused by an intentional or grossly negligent breach of duty by the Hotel or on an intentional or negligent breach of contractual obligations of the Hotel. A breach of duty by a legal representative or vicarious agent of the Hotel is equal to the breach of duty by the Hotel. Further claims for damages are excluded, unless otherwise stipulated in 7. In case of any disruption or deficiency in the Services provided by the Hotel, the Hotel shall immediately do its utmost to remedy the situation as soon as the Hotel becomes aware of it or is notified by the Customer. The Customer shall do his utmost to remedy the incident and minimize possible damage.

7.2 For things brought into the Hotel the Hotel is liable to the Customer in accordance with the statutory provisions. The Hotel recommends the use of the hotel or room safe. If the Customer wishes to contribute money, securities and valuables with a value of more than EUR 800.00 or other items with a value of more than EUR 3,500.00, this requires a separate retention agreement with the Hotel.

7.3 A parking space in the garage of the Hotel or on the car park of the Hotel, even for a fee, does not constitute an agreement of secure custody. In case of loss or damage of motor vehicles parked or maneuvered on the property of the Hotel and their contents, the Hotel is liable to the Customer only in accordance with 7.1, sentences 1 to 4.

7.4 Wake-up calls are carried out by the Hotel with the utmost care. Messages, post and consignments of goods for guests are treated with care. The Hotel shall take over the delivery, storage and - if desired - for a fee the forwarding of the same. The Hotel is liable to the Customer only in accordance with 7.1, sentences 1 to 4.

8. Data Protection

The privacy of personal data of the Customer is subject to the General Data Protection Regulation ("GDPR") and the German Federal Data Protection Act. For the purpose of processing the Contract between the Hotel and the Customer, personal data are processed by the Hotel (Art. 4 (2) GDPR). If personal data of the Customer are passed on to the processor, this only takes place within the framework of an agreement for order processing (Art. 28 GDPR). The Hotel shall only forward personal data of the Customer to third parties with the express written consent of the Customer. For the rest, the Hotel refers to the privacy policy on the website www.melter.xyz.

9. Final Provisions

9.1 Claims against the Hotel shall be time-barred after one year starting from the beginning of the statutory limitation period. This does not apply to claims for damages and other claims of the Customer, if the latter are based on an intentional or grossly negligent breach of duty of the Hotel.

9.2 Place of performance and place of payment as well as the exclusive place of jurisdiction - also for cheques and bills receivable - for commercial transactions is the registered seat of the Hotel. If a contracting party fulfills the requirements of Section 38 (2) German Code of Civil Procedure and has no general place of jurisdiction in Germany, the place of jurisdiction is the corporate seat of the Hotel (Nuremberg, Federal Republic of Germany).

9.3 The substantive law of the Federal Republic of Germany shall apply exclusively. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 shall be excluded.

Notice

The European Commission provides a platform regarding online dispute resolution, available at <https://ec.europa.eu/consumers/odr>. Further information is available at this link. If the Customer has any questions about a possible dispute resolution, please contact the Hotel via info@melter.xyz. In addition, the Hotel is unwilling and not obliged to participate in dispute resolution proceedings in front of a consumer arbitration board.