

# General Standard Terms and Conditions of Trading for Hotel Accommodation Contracts /

## Congress Hotel am Stadtpark GmbH & Co. KG

### I. Applicability

1. The present General Standard Terms and Conditions shall apply to any rental use of hotel rooms for lodging purposes as well as to any further services provided by the hotel (referred to as "hotel" in the following) for the customer.
2. Sub-letting or re-letting of the provided rooms for purposes other than lodging require the prior written consent of the hotel, whereby § 540, section 1, sentence 2 German Civil Code (BGB) is waived if the customer is not a consumer.
3. The customer's terms and conditions apply only if so agreed in advance in writing.

### II. Conclusion of contract, contracting parties, limitation period

1. The contract comes into being upon the acceptance of the customer's application by the hotel. At its own discretion, the hotel may confirm the room reservation in writing.
2. The parties to the contract are the hotel and the customer. If a third party placed the order, then that party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor with the customer in the case that the hotel has a written statement to this effect from the third party.
3. All claims against the hotel become statute-barred one year after the commencement of the general statute of limitations period. Damage claims shall be time-barred after five years, independent of knowledge. The reduction of the statute of limitation periods shall not apply for claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

### III. Performances, rates, payment, set-off

1. The hotel undertakes to keep the rooms reserved by the customer available, and to render the services which have been agreed in advance.
2. The customer is obligated to pay the applicable or agreed hotel rates in accordance with the agreed number of rooms, category, arrival and departure and other services used. This also applies to the hotel's services and outlays to third parties caused by the customer. The agreed rates include relevant and statutory value-added tax. VAT changes will be to the expense of the customer, independent of the time of contract conclusion.
3. The hotel may change rates if the customer later wishes to make alterations in the number of reserved hotel rooms, the services of the hotel, or the length of the stay of customers, and the hotel consents to them.
4. Hotel bills bearing no settlement date have to be paid in full within ten days of receipt. At any time, the hotel is entitled to call in accruing amounts owed and to insist upon immediate payment. In case of delayed payment, the hotel may charge interest to the extent of 8% or, with legal transactions with a consumer, in the amount of 5% above the base interest rate. The hotel reserves the right to provide evidence of higher damages.
5. The hotel is entitled to insist upon an appropriate advance payment (incl. not refundable, non-cancellable, immediately payable "Hot Deal Bookings") or security deposit upon conclusion of contract. The amount of the advance payment and dates for payment may be agreed in writing in the contract. In case of

advance payments or security deposits for package tours, the legal regulations shall remain unaffected.

6. In justified cases, e.g. the customer's default in payment, the hotel shall be entitled, also after the conclusion of the contract up to the commencement of the stay, to demand an advance payment or security deposit within the meaning of the above-mentioned No. 6 or an increase of the advance payment or security deposit agreed in the contract up to the total agreed remuneration.

7. Furthermore, the hotel shall be entitled, at the commencement and during the customer's stay, to demand a reasonable advance payment or security deposit within the meaning of the above-mentioned No. 7 for existing and future accounts receivable from the contract, insofar as such has not already been paid pursuant to the above-mentioned No. 6. or 7.

8. The customer may offset or reduce a claim made by the hotel only against an indisputable and legally binding claim.

### IV. Rescission by customer (i. e. cancellation) / Non-utilization of the hotel's services (no-show)

1. Rescission of the contract concluded with the hotel by the customer requires the hotel's written consent. If it is not granted on the part of the hotel, then the rate agreed in the contract must be paid even if the customer does not avail himself of contractual services. In this case, the corresponding invoice incl. VAT is issued. If the written consent for the rescission of the contract by the customer is granted on condition that the customer has to pay compensation for the rooms that are not used, the corresponding invoice is issued excl. VAT. This provision is subject to changes of the revenue authorities' administrative instructions.

The provisions of the above paragraph shall not apply with the breach of obligation of the hotel to take into account the rights, objects of legal protection and interests of the customer, if holding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.

2. To the extent that the hotel and customer agreed upon in writing a date for rescinding the contract, the customer may rescind the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of rescission expires if he does not exercise his rescission right in writing vis-à-vis the hotel by the agreed date, insofar as no cancellation case pursuant to clause IV., No. 1, sentence 6 exists.
3. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses. If the rooms are not otherwise rented, the hotel can demand the contractually agreed rate and assess a flat rate for the saved expenses of the hotel. In this case, the customer is obligated to pay at least 90% of the contractually agreed rate for lodging with or without breakfast, half-board and full-board arrangements. These fees will be immediately due upon cancellation. Compensations and no-shows are non-commissionable. The customer is at liberty to show that the claim mentioned above was not created or not created in the amount demanded.

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### V. Rescission by hotel

1. In the event that a right of rescission within a certain period time was agreed in writing for the customer, the hotel is entitled for its part to rescind the contract during that period if there are inquiries from other customers concerning the contractually reserved rooms and the customer does not waive his right of rescission when asked by the hotel.
2. If an agreed advance payment or security deposit is not made pursuant to clause III, No. 6 and/or 7, then the hotel is likewise entitled to rescind the contract.
3. Furthermore, the hotel is entitled to effect an extraordinary rescission of the contract for a materially justifiable cause, for example if

a. force major (an act of god) or other circumstances for which the hotel is not responsible, make it impossible to fulfil the contract;

b. rooms are reserved with misleading or false information regarding major facts such as the identity of the customer or the purpose;

c. the hotel has justifiable cause to believe that use of the hotel's services and performances might jeopardise the smooth operation of the hotel, its security or public reputation without being attributable to the hotel's sphere of control or organisation; there is a violation of clause Applicability (1.2), see above.

4. The customer cannot derive any claim for compensation from justified rescission by the hotel.

### VI. Room availability, delivery and return

1. The customer does not acquire the right to be provided specific rooms.
2. Reserved rooms are not available before 3.00 p.m. to the customer on the agreed arrival date. The customer does not have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 12.00 noon on the agreed departure date. After that time, the hotel may charge 50 % of the full accommodation rate (list price) in addition to damages so incurred for the additional use of the room until 6.00 p.m., after 6.00 p.m. 100 %. This shall not constitute any contractual claims on the part of the customer. The customer is at liberty to prove to the hotel that it incurred no or much lesser damages.

### VII. Liability of the hotel

1. The hotel is liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims to compensation on the part of the customer shall be excluded. Excluded from this are damages leading to death, injury or negatively affecting health, as far as the hotel is to be held responsible for the evasion of this duty, and other damages resulting from intent

or gross negligence on the part of the hotel. A breach of duty by the hotel is identical to that by a legal representative or vicarious agents. Should faults or defects of the hotel's services occur, the hotel will endeavour to remedy the situation when the hotel is notified of this or upon the customer's immediate notification of the defect or fault. The customer undertakes to contribute reasonable assistance in remedying the fault and minimising any possible damages.

2. The hotel's liability towards the customer's property brought into the hotel is in accordance with the statutory provisions, i.e., up to one hundred times the room rate, not to exceed €3,500,- and up to €800,- for cash and valuables. Cash and valuables up to a maximum value of €7,500,- may be stored in the hotel or room safe. The hotel recommends to make use of this facility.
3. Insofar as a parking space is provided to the customer in the hotel car park or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is charged. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's premises or its contents except cases of intent or gross negligence. This also applies to people carrying out jobs for and being employed by the hotel. The preceding clause No. 1, sentence 2 to 4 shall apply accordingly.
4. Wake-up calls are carried out with the greatest possible diligence. Messages, mail and merchandise deliveries for hotel guests are handled with care. The hotel will deliver, hold and for a certain fee forward such items by request. The preceding clause No. 1, sentence 2 to 4 shall apply accordingly.

### VIII. Final provisions

1. Alterations or amendments to the contract, the acceptance of order or these General Standard Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral changes and amendments by the customer are not valid.
2. Place of performance and place of payment is the hotel's registered seat.
3. Hannover is for commercial and official transactions the exclusive area of jurisdiction as well as for cheques and drafts. Insofar as a contracting party fulfils the requirements of the §38 section 2 of the German Code of Civil Procedure and does not have a domestic place of general jurisdiction, the court of jurisdiction is the hotel's registered seat.
4. German law applies. The appliance of the UN Convention on Contracts for the International Sale of Goods and the conflict of law provisions is excluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become null and void, or if the contract has to include blank provision, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall be applicable.