

# General Terms & Conditions for Hotel Accommodation

## Purview

1. The following General Terms and Conditions apply to rental contracts for hotel accommodation as well as to further services and deliveries provided by Azure Alexanderplatz Hotel Operations GmbH (herein after referred to as the "Hotel") for the client.
2. Subletting and re-letting of the rooms as well as the use for any other purpose than accommodation requires the consent of the hotel in writing.
3. Contrary Conditions of the client shall only apply prior to written agreement.

## General Terms & Conditions apply as follows:

### 1. Conclusion of the Contract, Contracting Parties, Contract Liabilities

- a) The contract becomes effective with the hotel's acceptance. The hotel is free to confirm the booking of rooms in written form.
- b) Contracting parties are the hotel and the client. If a third party orders on account of the client the third party is jointly and severally liable with the client for all contract obligations provided the hotel has an appropriate statement of the third party.
- c) In principle, all claims against the hotel become statute-barred within one year from the beginning of the regular statutory limitation regardless knowledge according to § 199 paragraph 1 of the German Civil Code BGB (Bürgerliches Gesetzbuch). Claims for damage become statute-barred in five years regardless knowledge. Reduction of limitation shall not apply to claims based on deliberate or gross breach of duty through the hotel.

### 2. Service, Price, Payment, Invoicing

- a) The hotel is obliged to have the rooms ready for the client and to provide the service as contracted.
- b) In order to use the room and additional services the client is obliged to pay the valid price respectively the price as contracted. This also applies to services and expenses of the hotel towards third arranged by the client.
- c) The prices contracted include the legal value added tax. Provided, the time period between conclusion and performance of the contract exceeds four months and the generally calculated price for hotel services increase, the hotel has the right to increase the contracted price adequately, however by 5% at the most.
- d) The hotel reserves the right to adjust prices in case the client requires later amendments regarding the contracted number of rooms, hotel services or length of stay and the hotel agrees to it.
- e) Invoices of the hotel without settlement date are payable with no discount within ten (10) days of the invoice date if not contracted differently. In case of delay of payment the hotel has the right to charge penal interest according to § 288 of the German Civil Code BGB (Bürgerliches Gesetzbuch). The hotel reserves the right to proof greater damage.
- f) The hotel reserves the right to charge an appropriate advance payment or bail upon conclusion of the contract or later with regard to legal terms of all-inclusive traveling. The amount of the advance payment and payment date must be contracted in writing.
- g) The client is only entitled to offset or reduce a hotel claim subject to an indisputable or legally valid claim.

### 3. Cancellation of the Contract by the Client

- a) The client has the right to cancel the contract only prior to written consent of the hotel. In case this written consent is not available, the contracted price is to be paid even if the client does not use all contracted services. This does not apply in case of violation of the hotel's obligation to consider the rights, legal objects and interests of the client if it is no longer reasonable for the client to adhere to the contract or if the client has any other legal or contractual right for cancellation.
- b) If a cancellation date was contracted between the hotel and the client in written form, the client has the right to cancel the contract until that date without causing demands for payment or claim for damages from the hotel. The client's right of cancellation expires, if he does not exercise this right in writing towards the hotel until the agreed date, provided the cancellation is not according to above lit. a).
- c) If the client does not use all contracted rooms and the hotel is able to sell the rooms otherwise, the hotel has to credit the room rent and as well as other saved expenditures.
- d) The hotel has the right to charge a lump-sum for any damage caused and reimbursed by the client. Then the client is obliged to pay 90% for the room nights with or without breakfast, 70% for half-board and 60% for full board service of the contracted price. The client is free to proof that there is no damage or less than the amount required.

### 4. Cancellation of the Contract by the Hotel

- a) Provided the client's right to cancel the contract within a fixed time was contracted in writing, the hotel on his part has the right to cancel the contract if there are requests from other clients for the contracted rooms and the client renounces his right to withdraw from the contract upon enquiry. Place of fulfillment and jurisdiction shall be the domicile of the hotel.
- b) If a contracted advance payment is not made even after an appropriately extended deadline with a notice of rejection set by the hotel, the hotel has the right to withdraw from the contract.
- c) In addition the hotel has the right to cancel contract extraordinarily due to an objective justified reason, for example if force majeure or other circumstances beyond the control of the hotel makes fulfillment of contract impossible

- rooms are booked on misleading or false statements regarding the person or the purpose.

- the hotel has reasonable grounds to assume that use of the hotel services may endanger the hotel operation, the security or the image of the hotel in public without being attributed to the territory and/or organization of the hotel.

- there is a violation of the above mentioned rules and regulations under „Purview“ No. 2.

d) Without delay the hotel has to inform the client about the execution of the right of withdrawal.

e) Provided a rightful withdrawal from the contract the client is not entitled to claim damages.

## 5. Use of Rooms, Service and Return

- a) The client cannot claim for the use of particular rooms.
- b) Rooms booked are available to the client on the contracted arrival date from 2pm. The client cannot claim for earlier availability.
- c) Rooms must be available to the hotel at 12:00 the latest on the contracted departure date. Afterwards the hotel has the right to charge 50% of the best available public rate for the additional use of the room until 6 pm on top of the damage occurred. And from 6pm 100% of the best available public rate is charged. Any contractual claims of the client are not justified by this. The client is free to prove the hotel that no or considerable less damage occurred.

## 6. Liability of the Hotel

- a) The hotel is liable with due care and diligence of a prudent businessman for its contractual obligations. The client has no right to claim for compensation. This does not apply to damage due to injury of life, body or health, if the hotel is responsible for the breach of duty, other damages based on deliberate or gross breach of duty of the hotel and damages based on deliberate or negligent offence of contractual obligations of the hotel. A breach of duty of the hotel is on par with a legal representative or a vicarious agent. Should there be any disturbance or imperfection in service, the hotel will resolve the matter upon knowledge or reproach by the client. The client is obliged to make a reasonable contribution in order to resolve the problem and to minimize the possible damage.
- b) The hotel is liable for tangible assets of the client according to legal requirements, which is up to hundred (100) times the amount of the room rate, € 3,500 at the most, as well as for cash, securities and valuables up to € 800. Cash, securities and valuables can be deposited in the hotel's main safe or in-room safe up to a maximum value of € 3,500. The hotel advises to make use of this opportunity. Liability claims expire if the client does not bring an immediate charge to the hotel (§ 703 German Civil Code BGB, Bürgerliches Gesetzbuch) upon knowledge of loss, destruction or damage. Regarding an extensive liability of the hotel aforementioned No. 1 clause 1 to 4 apply accordingly.
- c) A bailment contract does not materialize, even if the client uses a parking space in the hotel garage or on the hotel's parking lot at no cost. The hotel is not liable in case of loss or damage of motor vehicles and their contents parked or driven on the hotel property, except in the case of intent or gross negligence. Regarding an extensive liability of the hotel the aforementioned lit. A) clauses 2 to 4 apply accordingly. This also applies to vicarious agents of the hotel.
- d) The hotel executes wake-up calls with due care.
- e) Messages, correspondence and consignments for guests are handed with due care. The hotel will take care of the delivery, storage and (if requested) forwarding at the client's costs. The client has no right to claim for compensation except in the case of intent or gross negligence.

## 7. Final Provision

- a) Alterations or supplements to the contract, the acceptance of the order or the Terms and Conditions for Hotel Accommodation must be in writing. Unilateral alterations or supplements through the client are ineffective.
- b) Place of fulfillment and payment is seat of the hotel.
- c) Exclusive place of jurisdiction is seat of the hotel.
- d) It applies German law. UN-sales law and the law of conflicts do not apply.
- e) Should certain provisions of these General Terms and Conditions for Hotel Accommodation become invalid or void, the effectiveness of the remaining provisions is not affected. Besides statutory provisions apply.