

## **I. Area of Application / Validity**

1. These business regulations apply for contracts referring to leased provision of Hotel rooms for housing, as well as all services and deliveries provided to the customer by the Hotel.
2. The subleasing or further leasing to a third party, as well as the use for purposes other than lodging, requires the previous written concurrence of the Hotel. Reference §540 Paragraph 1 Sentence 2 BGB (German Federal Law).
3. All further agreements are valid only when previously received and agreed upon in written form.

## **II. Closing of Contract, Partnerships, and Time Limitation of Liability.**

1. The Hotel establishes the contract with the receipt of the customer's request. The Hotel is free to confirm the room booking in writing.
2. The contract partners are the Hotel and the customer. If a third party reserves for the customer, this third party is also liable for the total amount in question and for all contractual obligations, arising from the receipt of the customer's request for lodging, in as far as relative third party definition exists.
3. All claims and demands against the Hotel are basically void, after a period of one year from the begin of the standard receipt of information and as according to the statute of limitations §199 of the German Federal Law. Damage claims are time limited, regardless of information transfer, to five years. There are no time limitations in cases of severe or wilful negligence on the part of the Hotel.

## **III. Services, Prices, Payments and Invoicing.**

1. The hotel is obligated, to make booked rooms available and to fulfil all services agreed upon.
2. The customer is obligated, to pay the agreed upon price for the rooms and services provided as per agreements. This includes services sub-contracted by the hotel on behalf of the customer.
3. The agreed upon prices include „Value Added Tax“ .
4. Hotel invoices are to be paid within 10 days of receipt without any form of rebate or discount. In cases of payment delay, the hotel is allowed to assess collection charges and fees according to the current lawful tariffs and standard applicable procedures.
5. The hotel reserves the right, at the time of contractual obligation closing or afterwards, according the local lawful procedures for all-inclusive holidays, to demand a reasonable down payment or security fee. The amount and actual timing of this amount may be set formally in the contract.
6. The customer can only reduce a hotel invoice payment when allowed by local lawfully formal accepted procedures.

## **IV. Cancellation by the Customer / Non usage of hotel services.**

1. A cancellation by the customer of the contracted hotel services is only acceptable in written form and requires the acquiescence of the hotel in written form so that it may be considered binding. Should this not occur, the agreed upon price is to be paid, even if the customer has not taken advantage of the services contractually agreed upon. This does not apply when the explicit obligations of the hotel in this respect are not met.
2. Should a written agreement between the hotel and the customer be in effect, providing a time boundary arrangement for a cost free cancellation, the customer may cancel free of cost within this time period. If the hotel receives no written request, prior to the end of the gratis cancellation period the customer automatically foregoes this right, as long as the explicit obligations of the hotel have been met.
3. Furthermore the following cancellation rules apply:  
Lodging (up to 9 persons):
  - A minimum of 5 days before arrival: Gratis.
  - A minimum of 1 day before arrival: 80 % of the agreed upon total price for lodging, with or without breakfast, 60% for 2 meal arrangements and 50% for full arrangements.Lodging (10 persons and above):
  - A minimum of 21 days before arrival: Gratis.
  - A minimum of 10 days before arrival: 50 %, with or without breakfast, 40% for 2 meal arrangements and 30% for full arrangements
  - A minimum of 3 days before arrival: 80 % of the agreed total price for lodging, with or without breakfast, 60% for 2 meal arrangements and 50% for full arrangements.

4. Should a cancellation be only received on the date arrival or not at all, the hotel reserves the right, to demand the contractually agreed upon sum and to set a flat fee for the deduction of the saved costs. The customer is in this case obligated, to pay a minimum of 90% of the contractually agreed upon price for lodging with or without breakfast, 70% for 2 meal arrangements and 60% for full arrangements.
5. Other income from the rooms which were not used by the customer, through further occupancy, as well as saved costs are to be calculated in favour of the customer.
6. The burden of proof, regarding the above mentioned demands and the monetary volume thereof, lies with the customer.

#### **V. Cancellation by the hotel.**

1. Should a written agreement between the hotel and the customer be in effect, providing a time boundary arrangement for a cost free cancellation, the hotel may also cancel free of cost within this time period. This may be the case due to inquiries from other customers regarding the contractually booked rooms and when the customer does not forego these reservations upon the hotel's request.
2. Should an agreed upon and requested down-payment or security fee according to paragraph III Nr.5, not have been received, after an appropriate dead-line, all arrangements are cancelled free of cost, to the hotel.
3. Furthermore the hotel has the right of contract cancellation, due to factually valid grounds as in the following examples:
  - Rooms being reserved using false or invalid information, factually distorting the identity of the customer or the purpose of the stay for which the room was booked.
  - The hotel has valid grounds to assume that, the usage of the hotel services and facilities endanger the hotel operations, the security of the guests or it's public image.
  - The subleasing or further leasing to a third party, as well as the use for purposes other than lodging, requires the previous written concurrence of the Hotel.
4. The customer, due to a valid cancellation on the part of the hotel, may make no liability claim.

#### **VI. Room availability, -turnover and – return.**

1. The customer receives no right to a specific room.
2. Reserved rooms are made available to the customer starting at 14.00 hours on the date of arrival. The customer has no right to prior room availability.
3. At the agreed upon date of departure the rooms are to be cleared and made available at 11.00 hours. Accordingly the hotel can assess fees for the time period over and above it's contractual obligation. The fees are set as follows: Until 18.00 hours 50% of the full lodging price (Standard Price List) will be due. Beyond 18.00 hours 100%. All disputes that may arise are to be regulated through local German law and legal procedures.

#### **VII. Hotel liability.**

1. The hotel is contractually liable to perform all tasks, obligations and services in a conscientious manner. Customer demands for reimbursement are negated. This does not apply to physical, health or mortal damage or in cases of severe hotel negligence. Should discrepancies or deficiencies on the part of the hotel be evident the hotel staff is to be informed immediately and they are obligated to take corrective action. The customer is obligated to be reasonably involved in order to facilitate the alleviation of the deficiency.
2. For objects brought in by the customer the hotel liability is generally limited to the 100 fold of the room price provided this does not exceed € 3,500.00. This is governed by the local German laws and regulations and includes, currency, bonds and valuables to the limit of € 800.00. Currency, Bonds and valuables may be stored in the hotel safe provided it does not exceed the set value of € 10,000.00. The hotel recommends making use of this possibility for the storage of valuables. Liability claim demands are not considered valid if the customer has not immediately informed the hotel of any loss, damage or destruction of valuable items, in accordance with German law. This does not apply when the items were in the custody of the hotel or when hotel employees caused the loss, damage, or destruction.

3. Should the customer be provided with parking in the hotel garage or in the hotel parking area, even if a parking fee is required, there is no contractual security obligation created and no general hotel liability. The hotel cannot be held liable due to theft or damage to the vehicles or items stored therein. This does not include cases where wilful negligence by hotel personnel is ascertained.
4. The hotel will conscientiously perform wake up calls. Messages, mail and package delivery for the guests will be handled with the greatest of care. The hotel will perform the delivery, storage and – according to wishes – chargeable forwarding thereof.

#### **VIII. Closing regulations**

1. Contract changes or completions of the application form or of these business regulations to be received by the hotel, are to be submitted in writing. One sided changes or clarifications by the customer are invalid.
2. Place of service performance and payment is the hotel's location.
3. Sole governing laws and regulations for all disputes are the ones applicable in the location of the hotel. Local German Laws are to be applied in all instances.
4. German laws apply. The usage of UN laws and regulations is prohibited.
5. Should a part of these regulations or single item be deemed invalid, it does not cause the rest listed to be invalidated. Their application remains in place and as always local laws and regulations apply.