

General Terms and Conditions for the Hiring of Hotel Rooms

I. Scope

- 1) The present terms and conditions apply to contracts for the renting of hotel rooms for lodging purposes, including all the additional goods and services of the hotel provided for the client.
- 2) The subletting or renting on of the rooms made available as well as the use of these for purposes other than providing lodging require the prior consent of the hotel in writing.
- 3) The terms and conditions of the client are only applicable if this has been agreed in writing in advance.

II. Services, Prices, Payment, Offsetting

- 1) The hotel is obliged to keep the rooms booked by the client ready and to provide those other services agreed.
- 2) The client is obliged to pay the prices agreed or normally charged by the hotel for making the rooms available and for any other goods and services used. This also applies to goods and services (including ancillary services such as food and drink, telephone calls, etc.) which are made use of by guests, visitors etc. of the parties to the present contract.
- 3) The prices agreed include value added tax at the relevant statutory rate. If the period between the conclusion of the contract and the agreed date of arrival exceeds four months, and the price generally charged by the hotel for the services that are the subject of the present contract, then the contractual price agreed may be increased to a reasonable extent, however by 10% at the most.
- 4) If the client subsequently wishes to make changes to the number of rooms booked, other services of the hotel or the length of stay of the guests, then this requires the written consent of the hotel, which may be made dependent on a price adjustment.
- 5) Invoices from the hotel without a due date are payable within 10 days of receipt of the invoice without any discount. If the hotel has granted the client a payment term or another form of credit, and the client falls into arrears with this or with other payment obligations with regard to the hotel, then the payment term and all claims may be made payable immediately. In the case of default in payment the hotel is entitled to charge interest at a rate of 8% per annum. The organiser of the event has the right to prove that the loss is lower, and the hotel the right to prove that the loss is higher.
- 6) The organiser of the event may only offset claims of the hotel with counterclaims that are undisputed or have been established as being legally valid or, in this respect, exercise the right to withhold payment.

III. Withdrawal/Cancellation by the Client

1) The client only has the right to withdraw from the contract concluded with him with regard to the renting of hotel rooms if this has been agreed in writing in the contract. If any right of withdrawal has not been exercised within the agreed time limit, then this is extinguished upon the expiry of the time limit and the contract remains in full force with the consequence that the client must also then pay the agreed consideration, if he does not make use of the goods and services ordered, in particular the rooms booked.

2) If, and to the extent that the client does not make use of the rooms booked, the hotel must take into account the income from otherwise renting them out as well as any saved expenses. The saved expenses are agreed as being 10% of the rate per room/night (including or excluding breakfast). The client is free to prove a higher percentage for the calculation of the expenses saved.

IV. Withdrawal by the Hotel

1) If, and to the extent that a right of withdrawal at no cost has been agreed in favour of the client, the hotel is entitled, for the purpose of exercising the right of withdrawal on its part within the agreed time limit, to withdraw from the contract, if the hotel has enquiries from third parties with regard to the rooms booked by the client and the client does not waive any right of withdrawal granted to him after the hotel has queried this whilst informing him of such circumstances.

2) If, and to the extent that advance payments have been agreed with the client, and the client does not make these, even within a reasonable period of grace set by the hotel with the threat of refusal of performance, the hotel has the right, as it so chooses, to withdraw from the contract or to demand compensation due to nonperformance. Clause III.2) applies mutatis mutandis for the calculation of the loss.

3) Furthermore, the hotel is entitled to withdraw from the contract for a materially justifiable reason such as in the event of:

- force majeure or other circumstances for which the hotel is not answerable which make it impossible to fulfill the contract or make it unreasonably difficult for the hotel to do so;
- rooms having been booked giving misleading or false information with regard to essential facts such as the identity of the client or the purpose in renting them;
- the hotel having a valid reason for believing that the use of the goods and services of the hotel may jeopardize the smooth operation of the business or the safety or the public reputation of the hotel, without this being attributable to the control or organizational sphere of the hotel;
- Clause I.2) having been breached.

4) The client will not be entitled to claim compensation in the event of the justified withdrawal of the hotel.

V. Availability, Delivery and Return of Rooms

- 1) Unless otherwise agreed in writing in an individual instance, the client does not have any entitlement to have specific rooms made available within any room category.
- 2) Rooms booked will be available to the client from 3 p.m. on the agreed date of arrival.
- 3) The rooms must be vacated and returned to the hotel at 12 noon at the latest on the agreed date of departure. The hotel may claim compensation in respect of any use which exceeds this as follows: up to 6 p.m. 50% of the normal overnight rate (list price), and 100% of the normal overnight rate (list price) if longer than 6 p.m.. The client is free to prove to the hotel that the latter has incurred no loss or a smaller loss. The hotel is free to prove that there has been a greater loss.

VI. Shortcomings, Liability, Statute of Limitations

- 1) In the event of shortcomings occurring with regard to the goods or services provided by the hotel and/or the services being disrupted, then the client must lodge a complaint immediately after these are discovered - in any event prior to departure - so that the hotel is given the opportunity to do something about this as quickly as possible or to bring its goods and services into compliance with the contract. The client is obliged to assist in this as much as can be reasonably expected of him and also to otherwise keep any loss to a minimum.
- 2) Insofar as the client takes up a parking space in the hotel garage/in the hotel car park - even against payment of a charge -, this will occur outwith the contract concerning the renting out of hotel rooms within the context of a separate contractual agreement with the operator of the car parking facility.
- 3) Wake-up calls will be made by the hotel with the care and attention that is normal within the industry. However, in the event of nonperformance or malperformance, claims for compensation are excluded, unless the hotel has acted with gross negligence or wilful intent.
- 4) Messages, mail and goods sent for the customer will be treated with the care and attention that is normal within the industry. The hotel will undertake to deliver, store and - upon being expressly requested to do so - forward the same against payment of a charge. However, in the event of nonperformance or malperformance, claims for compensation are excluded, unless the hotel has acted with gross negligence or wilful intent.
- 5) Otherwise the liability of the hotel is restricted, in the case of services that are not typical of the sector, to shortcomings in performance that are attributable to intent or gross negligence. This applies, in particular, to claims on account of features assured and *culpa in contrahendo* [negligence in contracting].
- 6) Claims on the part of the client on account of nonfulfilment or malperformance or for reasons of any liability on the part of the hotel expire - unless a shorter limitation period is provided for by law - in six months, at the latest, calculated from the agreed date of departure according to the contract concerning the renting of hotel rooms.

VII. Final Provisions

- 1) Amendments and additions to the contract concerning the renting of hotel rooms or the present terms and conditions require to be put in writing in order to take effect.
- 2) The place of fulfilment and payment is Cologne.
- 3) The court in the place of fulfilment mentioned in Clause VII.2) also has sole jurisdiction with regard to disputes concerning cheques and bills of exchange. The competence of this court is also agreed in any event in relation to those customers who fulfil the requirements of Paragraph 38 Section I of the German Code of Civil Procedure and/or who do not have any general jurisdiction within Germany (whereby, however, the hotel is entitled, in the event of the latter, as it so chooses, to file an action with any foreign court having jurisdiction over the client.
- 4) German law is applicable.
- 5) In the event of individual provisions of the contract concerning the renting of hotel rooms and/or the present terms and conditions being or becoming ineffective, then the effectiveness of the remaining provisions is not affected as a result of this.