

# **Standard Terms and Conditions for Hotel Admittance Contract (Status: July, 2008)**

**Hotel Schloss Reinach GmbH & Co. KG, St.-Erentrudis-Straße 12, 79112 Freiburg--hereafter referred to as the "Hotel."**

## **I. Scope of Application**

1. These terms and conditions apply to contracts concerning rental of the Hotel's rooms for the purposes of lodging, as well as to all further services and deliveries performed by the Hotel for the customer in this connection (Hotel admittance contract). The term "Hotel admittance contract" includes and replaces the following terms: lodging contract, guest admittance contract, hotel contract, hotel room contract.
2. The subletting of the rented rooms and their use for any purposes other than lodging require the advance written consent of the Hotel, in which case, § 540, par. 1, sentence 2 of the BGB (German Civil Code) is waived, provided the customer is not a consumer.
3. The customer's standard terms and conditions apply only when this has been expressly agreed to in advance, in writing.

## **II. Contract conclusion, contracting parties, liability limitation period**

1. The contract is concluded when the Hotel accepts the customer's application. The Hotel is free to confirm the room booking in text form.
2. The Hotel and the customer are the contractual parties. If a third party has reserved for the customer, the third party and the customer together assume liability vis a vis the Hotel as joint debtors for all obligations arising from the Hotel admittance contract, provided that the Hotel is in possession of a corresponding declaration from the third party.
3. All claims against the Hotel are subject to a one year limitation of liability period, dating from the statutory start of the limitation period. Loss compensation claims become time-barred, independent of knowledge, in five years. Reductions to the limitation of liability period do not apply to claims that arise due to an intentional or grossly negligent breach of duty on the part of the Hotel.

## **III. Services, prices, payment, offsetting**

1. The Hotel is obliged to hold in readiness the room booked by the customer and to provide the agreed-upon services.
2. The customer is obliged to pay the agreed-to or effective prices charged by the Hotel for the provision of a room and for further services that are made use of. This also applies to the services and disbursements ordered by the customer and performed by the Hotel for third parties. The agreed-to prices include the effective statutory VAT.
3. If the Hotel consents to a request by the customer for a subsequent reduction in the number of rooms booked, reduction in Hotel services or reduction in the length of stay, this consent can be made dependent upon an increase in the price of the rooms and/or the price of the other Hotel services.

4. Hotel invoices having no due date are to be paid in full within 10 days of receipt. The Hotel is authorized to demand at any time immediate payment of monies due. In case of arrears, the Hotel is entitled to demand payment of the effective statutory arrears interest, currently amounting to 8%, or, in the case of legal transactions in which a consumer is a participant, amounting to 5%, above the basis interest rate. The Hotel reserves the right to demonstrate a greater loss.

5. The Hotel is entitled, upon concluding the contract, to demand a reasonable advance payment from the customer or a security performance in the form of a credit card guarantee, a down payment, or the like. The amount of the advance payment and the payment schedule may be stipulated, in writing, in the contract. In the case of advance payments or security performances for all-inclusive tours, the statutory provisions remain unaffected.

6. In justified cases, for example, when the customer is in arrears, the Hotel is entitled to demand, up to to the time at which the stay in the Hotel begins and even after the contract has been concluded, an advance payment or security performance as described in 5. above, or an increase in the advance payment or security performance agreed upon in the contract, up to the full contractual amount.

7. The Hotel is furthermore entitled to demand from the customer, at the start of and during his stay in the Hotel, a reasonable advance payment or security performance as described in 5. above for existing and future requirements stemming from the contract, provided that such an advance payment or security performance has not already been made in accordance with 5. and/or 6. above.

8. The customer can only exercise a right of retention and/or offset or reduce a payment demand on the part of the Hotel by means of an uncontested or legally binding demand of his own.

#### **IV. Cancellation on the part of the customer (counter-order, discontinuance) / Non-use of the Hotel's services (No show)**

1. Cancellation by the customer of the contract concluded with the Hotel requires the written consent of the Hotel. If this is not granted, then the price agreed upon in the contract is to be paid, even when the customer makes no use of the contractual services. This does not apply when the Hotel is in breach of its obligation to consider the customer's rights, prerogatives and interests in such cases where adherence to the contract can no longer be expected of the customer without undue hardship or when the customer is entitled to some other legal or contractual right of cancellation.

2. Provided that a deadline for the cost-free cancellation of the contract has been agreed to in writing by the Hotel and the customer, the customer can withdraw from the contract up to that point in time without precipitating any payment or loss-reimbursement claims on the part of the Hotel. The customer's cancellation right expires if he does not exercise his cancellation right by the date agreed upon, in writing, vis a vis the Hotel, provided that a case of cancellation on the part of the customer as described in the third sentence of IV.1. above does not exist.

3. If the customer does not make use of the rooms booked, the Hotel is to deduct revenues stemming from rental of the rooms to other parties, along with the expenses saved through the non-use of the rooms. If the rooms are not rented to other parties, the Hotel can demand the contractually agreed-upon fee and determine a lump-sum deduction for the expenses saved. The customer is, in this case, obliged to pay at least 90% of the contractually agreed-upon price for overnight stays with or without breakfast, 70% for half-board and 60% for full-board arrangements. The customer is free to demonstrate that the above-mentioned claim has not been met or not been met in the amount demanded.

## **V. Cancellation on the part of the Hotel**

1. Provided that it has been agreed to in writing that the customer can cancel the contract up to a particular point in time without financial penalty, the Hotel is also entitled, within this same period of time, to cancel the contract, if inquiries from other customers for the contractually booked rooms exist and the customer, upon further inquiry on the part of the Hotel, is unwilling to relinquish his right to cancellation.

2. If an agreed-upon advance payment or security performance, or an advance payment or security performance demanded according to III. 5. and/or 6. above, has still not been made after the expiry of a reasonable grace period set by the Hotel, then the Hotel is likewise entitled to cancel the contract.

3. Moreover, the Hotel is entitled, for objectively justified reasons, to cancel the contract extraordinarily, should, for example

- force majeure or some other circumstance beyond the control of the Hotel make the fulfillment of the contract impossible;
- rooms be booked under misleading or falsified details concerning important information, e.g. regarding the person of the customer or the purpose of his stay;
- the Hotel have justified reason to assume that the usage of Hotel services might endanger the normal business operations, the security or the public image of the Hotel without this being attributable to the Hotel's domain of responsibility;
- a violation of the above-mentioned I 2. exist.

4. In the case of a justified cancellation on the part of the Hotel, the customer has no claim to loss compensation.

## **VI. Room allocation, handover and return**

1. The customer does not acquire a claim to the use of particular rooms.

2. Rooms that have been booked are available for the customer's use starting at 3 p.m. on the agreed-upon day of arrival. The customer has no claim to an earlier availability.

3. The rooms are to be cleared of personal belongings and vacated by 12 noon at the latest on the agreed-upon day of departure. Past that point, the Hotel can bill the customer for his use of the room past the contractual time, 50% (until 6 p.m.) or 100% (after 6 p.m.) of the full lodging fee (list price). This does not justify any contractual claims on the part of the customer. The customer is free to demonstrate that the Hotel is not entitled to charge a user fee or is only entitled to charge a significantly lesser amount.

## **VII. The Hotel's liability**

1. The Hotel will discharge its duties arising from the contract with the care of a prudent businessman. Customer claims for loss compensation are excluded. Exceptions here are losses arising from injury to life or limb when the Hotel is guilty of breach of duty, losses due to intentional or grossly negligent breach of duty on the part of the Hotel, and losses due to an intentional or negligent breach of typical contractual duties on the part of the Hotel. A breach of duty on the part of the Hotel's legal representative or vicarious agent is equivalent to a breach of duty on the part of the Hotel. Should disturbances to or insufficiencies in the Hotel's performance of services occur, the Hotel will, upon recognition of this fact or upon the customer's prompt notification thereof, take pains to remedy the situation. The customer is obliged to make all due efforts to redress the disturbance and to keep any possible loss as small as possible. In addition, the customer is obliged to promptly notify the Hotel of the possibility that an unusually high loss might arise.

2. The Hotel is liable for items brought in by the customer according to the statutory provisions, that is, up to 100 times the price of the room, at most, € 1500.00, for money, commercial paper and valuables, up to € 800.00. Money, commercial paper and valuables worth up to a maximum of € 1500.00 can be stored in the Hotel or room safe. The Hotel recommends that use be made of this possibility.

3. Should a parking place in the Hotel garage or parking lot be made available to the customer either in return for a fee or for free, this does not entail a safe custody contract. The Hotel is not liable for loss or damage to motor vehicles parked or manouvering on the Hotel property, nor for their contents, except in cases of deliberate intention or gross negligence. Sentences 2 through 4 in 1. above apply accordingly.

4. Wake-up requests will be carried out by the Hotel with the greatest care. Messages, mail and goods deliveries for the guests will be treated with care. The Hotel will carry out the delivery, storage and--per request--for a fee, the forwarding of same. Sentences 2 through 4 in 1. above apply accordingly.

## **XI. Final provisions**

1. Changes or supplements to this contract, to the application acceptance or to these Standard Terms and Conditions for Hotel Admittance are to be made in writing. Unilateral changes and supplements made by the customer are invalid.

2. Location of fulfillment and payment is the registered office of the Hotel.

3. For commercial dealings, the exclusive jurisdiction--including jurisdiction for check and exchange disputes--is the registered office of the Hotel under company law. Provided that a contractual party fulfills the pre-requisites of § 38, par. 2 of the ZPO and has no general place of jurisdiction in the country, the registered office of the Hotel under company law is to serve as the place of jurisdiction.

4. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and of Conflict of Laws provisions is excluded.

5. Should individual provisions of this Standard Terms and Conditions for Hotel Admittance be or become invalid or void, the validity of the remaining provisions remains unaffected. For the rest, the statutory regulations apply.