

GENERAL TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS

(Last updated: Feb 02, 2021)

1 SCOPE OF APPLICATION

1.1 These terms and conditions apply to contracts for the rental of hotel rooms for lodging purposes as well as all to other services and deliveries provided by the hotel to the customer in this context (hotel accommodation contract). The term "hotel accommodation contract" encompasses and replaces the following terms: accommodation agreement, guest accommodation agreement, hotel accommodation agreement, hotel room agreement.

1.2 The subletting or re-letting of the rooms provided as well as their use for purposes other than accommodation require the prior consent of the hotel in written form, whereby Section 540

(1) sentence 2 of the German Civil Code (BGB) is waived insofar as the customer is not a consumer within the meaning of Section 13 of the German Civil Code (BGB).

1.3 The customer's general terms and conditions only apply if this has been expressly agreed in written form in advance.

2 COMPLETION OF A CONTRACT, CONTRACTING PARTIES, STATUTE OF LIMITATIONS

2.1 The contracting parties are the hotel and the customer. The contract is completed when the hotel accepts the customer's application. The hotel is free to confirm the room booking in written form.

2.2 All claims against the hotel are generally subject to a limitation period of one year from the beginning of the statute of limitations. This does not apply to claims for damages and other claims, provided that the latter are based on an intentional or grossly negligent breach of duty by the hotel.

3 SERVICES, PRICES, PAYMENT, OFFSETTING CLAIMS

3.1 The hotel is obligated to provide the rooms booked by the customer and to render the arranged services.

3.2 The customer is obligated to pay the hotel's arranged or applicable prices for providing the room(s) and other services used by the customer. This also applies to any services ordered by the customer directly or through the hotel which are provided by third parties and paid for by the hotel.

3.3 The arranged prices include the taxes and local charges applicable at the time the contract is completed. They do not include the local taxes that are owed by the guest according to the respective local laws, such as visitors' tax. Prices are adjusted accordingly after the contract is completed in the event of a change in the statutory value added tax (VAT) or the introduction, amendment or abolition of local levies involving the services rendered. In the case of contracts with consumers, this only applies if the period between the completion of the contract and the rendering of services exceeds four months.

3.4 The hotel may make its consent to a subsequent reduction requested by the customer in the number of rooms booked, the hotel's service or the customer's length of stay conditional upon a reasonable increase in the price for the rooms and/or for the hotel's other services.

3.5 Invoices of the hotel are due in full immediately upon receipt. If payment on invoice has been agreed, payment is to be made in full within ten days of receipt of the invoice, unless otherwise arranged.

3.6 The hotel is entitled to demand an appropriate advance payment or security deposit from the customer upon completion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be arranged in written form in the contract. The statutory provisions are unaffected in cases of advance payments or security deposits for package tours. Statutory provisions apply in the event of default of payment by the customer.

3.7 In justified cases (such as when the customer is in arrears in payments or when the scope of the contract is expanded), the hotel is entitled to demand an advance payment or security deposit as defined in 3.6 above or an increase in the advance payment or security deposit agreed in the contract; this may extend up to the full agreed remuneration, and this is possible even after the contract has been completed and until the beginning of the stay.

3.8 Furthermore, the hotel is also entitled to demand from the customer an appropriate advance payment or security deposit as defined under 3.6 above for existing and future claims arising from the contract at the beginning of and during the stay, insofar as such a payment has not already been made in accordance with 3.6 above and/or 3.7 above.

3.9 The customer may only offset an undisputed or legally binding claim against a claim of the hotel.

3.10 The customer agrees that the invoice may be sent electronically.

4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION) / NON-UTILIZATION OF THE HOTEL'S

SERVICES ("NO SHOW")

4.1 The customer may only cancel the contract completed with the hotel if a right of cancellation has been expressly arranged in the contract, if a statutory right of cancellation exists, or if the hotel expressly agrees to the cancellation of the contract.

4.2 If a date for withdrawal from the contract free of charge has been agreed upon between the hotel and the customer, the customer may withdraw from the contract up to that date without incurring claims to payment or damage compensation by the hotel.

4.3 The hotel retains the claim to the agreed remuneration despite the non-utilization of the service if a right of withdrawal has not been agreed or has already expired, if there is also no statutory right of withdrawal or termination, and if the hotel does not agree to a cancellation of the contract. The hotel is to credit the income from renting the rooms to other parties as well as the saved expenses. If the rooms are not rented to other parties, the hotel may make a lump-sum deduction for expenses it has saved. In this case, the customer is obligated to pay 90% of the contractually arranged price for overnight stays with or without breakfast as well as for package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is free to prove that the aforementioned claim was not used or not to the extent demanded.

5 CANCELLATION BY THE HOTEL

5.1 If it has been agreed that the customer may withdraw from the contract free of charge within a certain period of time, for its part the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive their right to withdraw upon inquiry by the hotel within a reasonable deadline. This applies accordingly in the case of granting an option if other inquiries exist and the customer is not prepared to make a firm booking upon inquiry by the hotel within a reasonable deadline.

5.2 If an advance payment or security deposit agreed or demanded pursuant to 3.6 and/or 3.7 is not made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

5.3 Furthermore, the hotel is entitled to withdraw from the contract under extraordinary and objectively justified reasons, in particular in the following circumstances:

- force majeure or other circumstances for which the hotel is not responsible and which make it impossible to fulfill the contract;
- if rooms are knowingly booked using misleading or false information or concealment of material facts; material facts may be the identity of the customer, the ability to pay or the purpose of the stay;
- if the hotel has reasonable grounds to believe that the use of the service may jeopardize the smooth operation of the business, the security or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization;
- if the purpose or the reason for the stay is unlawful;
- if there is a violation of 1.2 above.

5.4 The justified withdrawal of the hotel does not justify any claim to damages on the part of the customer.

6 PROVISION, HANDOVER AND RETURN OF ROOMS

6.1 The customer does not have any claim to the provision of specific rooms, unless this has been expressly agreed.

6.2 Booked rooms are available to the customer from 3:00 p.m. on the arranged day of arrival. The customer has no right to earlier access.

6.3 On the arranged departure day, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. After this time, the hotel may charge 50% of the full accommodation price (list price) for use of the room in excess of the contract until 6:00 p.m., and 90% after 6:00 p.m., due to the late vacating of the room. Contractual claims of the customer are not justified by this. The customer is at liberty to prove that the hotel has not incurred any or a significantly lower claim to a usage fee.

7 LIABILITY OF THE HOTEL

7.1 The hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it is liable for other damages based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of duties typical for the contract with the hotel. Typical contractual obligations are those obligations that make the proper performance of the contract possible in the first place; the fulfillment of these obligations is what customers rely and may rely upon. A breach of duty by the hotel is equivalent to that of a legal representative or proxy agent.

Further claims for damages are ruled out, unless otherwise provided for here under [7]. In the event of disruptions or deficiencies in the hotel's services, the hotel will endeavor to remedy

these situations upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable in order to remedy the disruption and keep any possible damage to a minimum.

7.2 The hotel is liable to the customer for items brought into the hotel in accordance with statutory provisions. The hotel recommends the use of the hotel safe or room safe. If the customer wishes to bring in money, securities or valuables worth more than 800 euros or other items with a value of more than 3,500 euros, a separate storage agreement must be made with the hotel.

7.3 Insofar as a parking space is made available to the customer in the hotel garage or in the hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. In the event of loss of or damage to motor vehicles parked or maneuvered on hotel property and their contents, the hotel is liable only in accordance with 7.1 above, sentences 1 to 4.

7.4 Wake-up calls shall be executed by the hotel with the utmost care. Messages, mail and shipments of goods intended for customers will be handled with care. Upon prior arrangement with the customer, the hotel may accept, store and - upon request - forward mail and shipments for a fee. In this respect, the hotel is only liable in accordance with 7.1 above, sentences 1 to 4.

8 FINAL PROVISIONS

8.1 Amendments and supplements to the contract, the acceptance of the application or these general terms and conditions are to be made in written form. Unilateral amendments or supplements by the customer are not valid.

8.2 The venue where the contract is upheld and payment is rendered as well as the exclusive place of jurisdiction - including for disputes relating to checks and bills of exchange - is Zweibrücken in commercial transactions. If a contractual partner fulfills the requirements of §38 paragraph 2 ZPO (German Code of Civil Procedure) and does not have a general place of jurisdiction in Germany, the place of jurisdiction is Zweibrücken.

8.3 German law applies. The UN Convention on Contracts for the International Sale of Goods and the conflict of laws may not be applied.

8.4 In accordance with its legal obligation, the Hotel points out that the European Union has established an online platform for the out-of-court resolution of consumer disputes ("ODR platform"): <https://ec.europa.eu/consumers/odr/>

8.5 Should individual provisions of these General Terms and Conditions be or become invalid or void, this does not affect the validity of the remaining provisions. In all other respects, statutory provisions apply.

HOTEL

ROSEN
GARTEN

Please note: The above is a translation of an original document in German that has been provided as a courtesy. In all matters of interpretation, the German original takes precedence.