

GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT (STAND: APRIL 2012)

1 SCOPE OF APPLICATION

- 1.1 These terms and conditions apply to contracts for the rental of hotel rooms for accommodation and all other services and deliveries provided by the hotel for the customer in this context (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract, hotel room contract.
- 1.2 The subletting or re-letting of the rooms provided and their use for purposes other than accommodation require the prior consent of the hotel in text form, whereby § 540 paragraph 1 sentence 2 BGB is waived insofar as the customer is not a consumer.
- 1.3 The customer's general terms and conditions shall only apply if this has been expressly agreed in advance.

2 CONCLUSION OF CONTRACT, CONTRACT PARTNERS, LIMITATION PERIOD

- 2.1 The contractual partners are the hotel and the customer. The contract is concluded upon acceptance of the customer's application by the hotel. The hotel is at liberty to confirm the room booking in text form.
- 2.2 All claims against the hotel are generally subject to a limitation period of one year from the start of the statutory limitation period. Claims for damages are subject to a limitation period of five years depending on knowledge, unless they are based on injury to life, limb, health or freedom. These claims for damages are subject to a limitation period of ten years irrespective of knowledge. The shortening of the limitation period shall not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

3 SERVICES, PRICES, PAYMENT, OFFSETTING

- 3.1 The hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
- 3.2 The customer is obliged to pay the agreed or applicable prices of the hotel for the room rental and the other services used by him. This also applies to services commissioned by the customer directly or via the hotel, which are provided by third parties and disbursed by the hotel.
- 3.3 The agreed prices include the taxes and local charges applicable at the time the contract is concluded. Not included are local taxes which are owed by the guest according to the respective municipal law, such as visitor's tax. In the event of a change in the statutory value added tax or the introduction, change or abolition of local levies on the subject matter of the service after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between conclusion and fulfillment of the contract exceeds four months.
- 3.4 The hotel may make its consent to a subsequent reduction in the number of rooms booked, the hotel's services or the length of the customer's stay requested by the customer dependent on the price for the rooms and/or for the hotel's other services being increased.
- 3.5 Hotel invoices without a due date are payable in full within fourteen days of receipt of the invoice. The hotel may demand immediate payment of due claims from the customer at any time. In the event of late payment, the hotel is entitled to charge the applicable statutory default interest of currently 8% or, in the case of legal transactions in which a consumer is involved, 5% above the base interest rate. The hotel reserves the right to provide evidence of higher damages.
- 3.6 The hotel is entitled to demand a reasonable advance payment or security deposit from the customer upon conclusion of the contract, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in text form in the contract. In the case of advance payments or security deposits for package tours, the statutory provisions shall remain unaffected.
- 3.7 In justified cases, for example if the customer is in arrears with payment or if the scope of the contract is extended, the hotel is entitled, even after conclusion of the contract up to the start of the stay, to demand an advance payment or security deposit within the meaning of Section 3.6 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.
- 3.8 Furthermore, the hotel is entitled to demand a reasonable advance payment or security deposit from the customer at the beginning and during the stay within the meaning of Section 3.6 above for existing and future claims arising from the contract, insofar as such a payment has not already been made in accordance with Section 3.6 and/or Section 3.7 above.
- 3.9 The customer may only offset or set off an undisputed or legally binding claim against a claim of the hotel.

4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION, CANCELLATION)/NON-UTILIZATION OF THE HOTEL'S SERVICES (NO SHOW)

- 4.1 The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed in the contract, another statutory right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as any consent to a contract termination should be made in text form.
- 4.2 If the hotel and the customer have agreed on a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal expires if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed date.
- 4.3 If a right of withdrawal has not been agreed or has already expired, there is also no statutory right of withdrawal or termination and if the hotel does not agree to a termination of the contract, the hotel shall retain the claim to the agreed remuneration despite non-utilization of the service. The hotel must offset the income from renting the rooms to other parties and the expenses saved. If the rooms are not rented to other parties, the hotel may make a lump-sum deduction for saved expenses. In this case, the customer is obliged to pay at least 80% of the contractually agreed price for overnight accommodation with or without breakfast and for package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is at liberty to prove that the aforementioned claim did not arise or did not arise in the amount demanded.

5 WITHDRAWAL OF THE HOTEL

- 5.1 If it has been agreed that the customer can withdraw from the contract free of charge within a certain period, the hotel is entitled to withdraw from the contract during this period if there are inquiries from other customers for the contractually booked rooms and the customer does not waive his right of withdrawal upon enquiry by the hotel with a reasonable deadline.
- 5.2 If an advance payment or security deposit agreed or demanded in accordance with Section 3.6 and/or Section 3.7 is not made even after a reasonable grace period set by the hotel has expired, the hotel shall also be entitled to withdraw from the contract.
- 5.3 Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular if
 - Force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
 - Rooms or spaces are culpably booked with misleading or false information or concealment of material facts; material facts may include the identity of the customer, the ability to pay or the purpose of the stay;
 - the hotel has justified cause to believe that the use of the service may jeopardize the smooth operation, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organization;
 - the purpose or reason for the stay is unlawful;
 - there is a breach of section 1.2 above.
- 5.4 The justified withdrawal of the hotel does not constitute a claim for damages on the part of the customer.

6 ROOM PROVISION, HANDOVER AND RETURN

- 6.1 The customer shall not acquire any entitlement to the provision of specific rooms unless this has been expressly agreed.
- 6.2 Booked rooms are available to the customer from 15:00 on the agreed day of arrival. The customer is not entitled to earlier availability.
- 6.3 On the agreed day of departure, 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 late vacating of the room until 6:00 p.m., and 90% from 6:00 p.m. onwards. This shall not give rise to any contractual claims on the part of the customer. The customer is at liberty to prove that the hotel has no 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 which are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of typical contractual obligations by the hotel. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages are excluded, unless otherwise regulated in this clause 7. Should disruptions or defects in the hotel's services occur, the hotel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to do what can reasonably be expected of him in order to remedy the disruption and minimize any possible damage.
- 7.2 The hotel is liable to the customer for items brought into the hotel in accordance with the statutory provisions. The hotel recommends the use of the hotel or room safe. If the guest wishes to bring in money, securities and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with the hotel.
- 7.3 Insofar as the customer is provided with a parking space in the hotel garage or on 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 the hotel property and their contents, the hotel shall only be liable in accordance with the above clause 7.1, sentences 1 to 4.
- 7.4 Wake-up calls are carried out by the hotel with the utmost care. Messages, mail and consignments of goods for guests are handled with care. The hotel will deliver, store and - on request - forward them for a fee. The hotel shall only be liable in this respect in accordance with the above clause 7.1, sentences 1 to 4.

8 DATA PRIVACY

The customer's personal data is collected, processed and used exclusively for the purpose of establishing, processing and terminating this contractual relationship.

9 FINAL PROVISIONS

- 9.1 Amendments and additions to the contract, the acceptance of the application or these General Terms and Conditions should be made in text form. Unilateral amendments or additions by the customer are invalid.
- 9.2 The place of fulfillment and payment as well as the exclusive place of jurisdiction - also for check and bill of exchange disputes - is Tübingen for commercial transactions. If a contractual partner fulfills the requirements of § 38 paragraph 2 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Tübingen.
- 9.3 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
- 9.4 Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.