

1 SCOPE OF APPLICABILITY

1.1 These terms and conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel to the customer in this context (Hotel Accommodation Contract).

1.2 In order to sublet the rooms that have been rented, to use the hotel rooms for other purposes than for accommodation, for public invitations or other advertising purposes, for interviews, sales or similar events the customer must obtain the prior written consent of the hotel who may also demand payment of an additional remuneration. Section 540 para. 1, sentence 2 of the German Civil Code (BGB) is waived insofar as the customer is not a consumer.

1.3 The customer's general terms and conditions only apply if this is previously expressly agreed.

1.4 For group bookings, the organizer / group leader or booker is liable for individual group members.

2 CONCLUSION OF CONTRACT, LIMITATION OF CLAIM

2.1 The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm the room reservation in text form.

2.2 All claims against the hotel expire in principle one year from the statutory limitation period. Compensation claims become time-barred in five years, depending on knowledge, unless they are based on an injury to life, limb, health or freedom. These claims for damages become statute-barred independent of knowledge in ten years. The limitation periods do not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

3 SERVICES, PRICES, PAYMENT, SET-OFF

3.1 The hotel is obliged to keep the rooms booked by the customer ready and to provide the agreed services.

3.2 The customer is obligated to pay the agreed or applicable prices of the hotel for rooms provided and for other services supplied. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses. Unless otherwise agreed, payment will be made upon arrival.

3.3 The agreed prices include all taxes and local taxes in effect at the time of the conclusion of contract. This does not include locally levied taxes, which are owed by the guest himself according to the particular municipal law, such as visitor's tax. If the statutory value added tax is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if the period between conclusion and fulfilment of the contract exceeds four months.

3.4 The hotel can make its consent to the customer's later request for a reduction of the number of reserved rooms, services of the hotel or the customer's length of stay dependent on the increase of the price for the rooms and/or for the other services.

3.5 If payment on receipt of the invoice is agreed, the invoice is payable without deduction and due within ten days of receipt, if not otherwise agreed.

3.6 The hotel is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in text form in the contract. The statutory provisions shall remain unaffected with advance payments or a security for package tours.

3.7 In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, the hotel shall be entitled, also after the conclusion of the contract up to the commencement of the stay, to demand an advance payment or a security within the meaning of the above-mentioned No. 3.6 or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.

3.8 Furthermore, the hotel shall be entitled, at the commencement and during the customer's stay, to demand a reasonable advance payment or security deposit within the meaning of the above-mentioned No. 3.6, insofar as such has not already been paid pursuant to the above-mentioned No. 3.6 and/or No. 3.7.

3.9 The customer may only set-off, reduce or clear a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT) / FAILURE TO USE HOTEL SERVICES (NO SHOW)

4.1 The customer can only withdraw from the contract concluded with the hotel, if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists or if the hotel gives its explicit consent to the withdrawal. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in text form.

4.2 To the extent that a date for a cost-free withdrawal from the contract has been agreed upon, 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 shall expire if he does not exercise it in text form vis-à-vis the hotel by the agreed date.

4.3 The hotel is entitled to the contractual agreed rate even if the rooms are not used, if a contractual right of withdrawal was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and the hotel does not give its consent to the cancellation of the contract. The hotel must credit the income from renting the rooms to other parties as well as for saved expenses. If the rooms are not rented otherwise, the hotel can demand the contractually agreed rate and assess a lump sum for the saved expenses. In this case, the customer is obligated to pay 90 percent of the contractually agreed rate for lodging with or without breakfast as well as all-inclusive arrangements with contracted external services, 70 percent for half-board and 60 percent for full-board arrangements. The customer is at liberty to show, that the above-mentioned claim has not arisen at all or has not amounted to the demanded sum.

4.4 Credit cards deposited or transmitted via online portals may be used as a guarantee by the hotel for any compensation, e.g. in the case of cancellation after the cancellation period, for damage to the hotel property or in case of violations of the house rules.

4.5 The non-use of the hotel's services in the "No Show" case, corresponds to the cancellation of the contract after expiry of the right of withdrawal. In this case, the provisions of section 4.3 apply.

5 CANCELLATION BY THE HOTEL

5.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost up to a specific date, the hotel is also entitled for its part to withdraw from the contract all or in part up to this specific date, if for example inquiries from other customers regarding the contractually reserved rooms exist. The same applies to reservations with an option. In this case, any security payments made will be refunded to the customer.

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

5.3 As no other agreements have been made, a late arrival of the customer after 6 p.m. (or after 10 p.m. if the reservation is guaranteed by a credit card or a pre payment) entitles the hotel to withdraw from the contract. In this case, the customer will be charged with a cancellation fee according to clause 4.3.

5.4 Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if

- force majeure or other circumstances beyond the hotel's control render the fulfilment of the contract impossible;

- hotel services are reserved with culpably misleading or false information or concealment regarding essential facts. The identity or solvency of the customer or the purpose of his stay can constitute essential facts;

- the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organisation;

- the purpose or the cause of the stay is illegal;

- there is a breach of clause 1.2;

- there is a violation of the house rules.

- a stored credit card turns out to be invalid or a transaction is rejected.

5.5 The justified withdrawal by the hotel does not constitute any claims for damages for the customer.

6 ROOM AVAILABILITY, DELIVERY AND RETURN

6.1 The customer does not acquire the right to be provided specific rooms insofar as this is not expressly agreed. The room distribution is carried out by the Hotel, while individual room categories can be rebooked.

6.2 The rooms provided may differ from those shown in the room pictures.

6.3 Reserved rooms are available to the customer starting at 2 p.m. on the agreed arrival date without exception.

6.4 Reserved rooms are available to the customer until 6 p.m. (or until 10 p.m. for guaranteed reservations with a credit card or pre payment) on the agreed arrival day. The customer is not entitled to subsequent provision. If the customer is unable to arrive by 10 p.m. (only guaranteed reservations), by prior arrangement the arrival time can be extended to midnight for a fee of 50 € (25 € per started hour).

6.5 Rooms must be vacated and made available to the hotel no later than 11 a.m. on the agreed departure date. If the customer wishes to exceed this point of time, a longer availability can be agreed upon beforehand by paying a time-related charge, subject to vacancy. If the customer uses the room after 11 a.m. without concluding an explicit agreement with the hotel prior to this, the hotel may charge 50 percent of the full accommodation rate (list price) for the additional use of the room until 2 p.m., after 2 p.m. at least 90 percent. The customer is at liberty to prove that the hotel has no or a much lower claim for charges for use of the room.

6.6 The customer does not acquire a right to hotel parking when booking a room. Parking is only provided by the Hotel subject to availability and for a fee of 6 € per day.

7 LIABILITY OF THE HOTEL

7.1 The hotel is liable for harm inflicted on life, limb and physical health. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. Typical contractual obligations are those obligations that enable the proper execution of the contract and on whose fulfilment the customer relies and may rely. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this clause VII. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum. Moreover, the customer shall be obliged to inform the hotel as soon as possible if an extraordinary high loss is liable to arise.

7.2 The hotel is liable to the customer for property brought into the hotel in accordance with the statutory provisions. It recommends the use of the hotel or room safe. If the customer wishes to bring with him money, securities, stocks, bonds or valuables with a value of more than € 800 or other things with a value of more than € 3,500, a separate safekeeping agreement is necessary.

7.3 If the customer is provided with a parking space in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is charged. The hotel has no monitoring obligation. The hotel only assumes liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and the contents thereof pursuant to the preceding No. 1, sentences 1 to 5. The hotel must be informed immediately about possible damages.

7.4 Messages, mail, and merchandise deliveries for guests are handled with care. The hotel will deliver, keep, and for a fee forward such items (on request). Merchandise deliveries can only be kept if so agreed to beforehand. With regard to the hotel's liability, No. 1, sentences 1 to 5 supra shall apply respectively.

7.5 Any remaining items of the customer will not be forwarded. The customer can order a courier service and have the goods picked up. The hotel keeps the things up for two weeks; then they are disposed of.

8 FINAL PROVISIONS

8.1 Amendments and supplements to the contract or these general terms and conditions should be made in text form. Unilateral amendments and supplements by the customer are not valid.

8.2 For commercial transactions the place of performance and payment is Nuremberg (Bavaria - Germany). For commercial transactions the courts at Nuremberg shall have exclusive jurisdiction in the event of litigation, including cheque disputes. The hotel can also sue the customer – at the hotel's choice – at the location of the respective hotel or the domicile of the customer. The same applies insofar as a customer fulfills the requirements of section 38 para. 2 of the German Code of Civil Procedure (ZPO) and does not have a legal domicile in Germany.

8.3 The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.

8.4 Should individual provisions of these General Terms and Conditions for Hotel Accommodation Contracts be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.

Version: April 2018