

## **Standard Terms and Conditions for the Contract for Accommodation at the Hotel Best Western Hotel Halle-Merseburg**

### **I. Scope of application**

1. These Standard Terms and Conditions shall apply to contracts on the rental of hotel rooms for purposes of accommodation as well as any ancillary services provided by the hotel business Best Western Hotel Halle-Merseburg between the Hotel and the customer (hereinafter: "Customer"; Hotel and Customer shall hereinafter also be referred to as the "Parties").
2. The Customer's standard terms and conditions shall only apply if the Hotel has expressly and in advance confirmed their application in writing to the Customer.

### **II. Conclusion of the contract, contracting partners**

1. The Hotel's offers are subject to confirmation. The contract is concluded by the Hotel accepting the Customer's application. The Hotel shall not be required to confirm conclusion of the contract in writing.
2. The Hotel and the Customer shall be the contracting partners. If a third party places the order on behalf of the Customer, such third party shall be liable to the Hotel together with the Customer as joint-and-several debtors, for all obligations under the hotel accommodation contract, provided that the Hotel was provided with a corresponding declaration by such third party.

### **III. Sub-letting / type of use; information obligation**

1. Subletting or further rental of the provided hotel rooms, premises or spaces, as well as invitations to job interviews, sales events or other similar events require prior approval by the Hotel in text form (Section 126b of the German Civil Code, BGB). Section 540 (1) 2 BGB shall not apply to transactions with other commercial businesses.
2. The Customer agrees to inform the Hotel without undue delay and without a prior request, however, no later than upon the conclusion of the contract, of whether the provision of the services, due to political, religious or other reasons, may cause public interest or may be detrimental to the Hotel's interests.

### **IV. Availability, handing over and returning rooms**

1. The Customer shall not have a right to request that specific rooms be made available, except if the Hotel has confirmed in writing that a specific room will be made available.
2. Except if agreed otherwise with the Customer, hotel rooms shall be available from 3 p.m. on the arrival date (check-in time). The Customer does not have a right to request that the rooms be made available earlier.
3. On the agreed departure date, the rooms must be vacated no later than by 11 a.m. (check-out time). If the rooms are not vacated in good time, the Hotel shall have the right to invoice one half of the room price as per the price list for the additional use of the room until 6 p.m., and 90 % of the full room price as per the price list for use after 6 p.m. This does not result in any contractual claims between the Hotel and the Customer. The Customer shall be free to provide proof that the Hotel did not incur any damage, or that the damage incurred was substantially

lower.

#### **V. Services; prices, payments, set-off; right of lien**

1. The Hotel agrees to have available the rooms booked by the Customer, and to provide the agreed services.
2. The Customer agrees to pay the Hotel's applicable or agreed prices for the rooms and for the other services used by the Customer. This shall also apply to services initiated by the Customer, and to the Hotel's expenditures for third parties. For the use of normal hotel and/or restaurant services that require the presence of staff, the Hotel shall have the right to request payment of adequate surcharges for each hour or part thereof after midnight.
3. The agreed prices include applicable statutory value added tax as well as any local taxes and duties, if any, provided that the Customer uses the hotel rooms, premises or other Hotel services as part of his/her private life and to satisfy his/her personal needs. Local charges owed by the guest personally under municipal law are not included in the agreed prices. Should the period between the conclusion of the contract and the performance of the contract exceed four months, and should the price usually invoiced by the Hotel for such services increase after the conclusion of the contract, the Hotel may adequately raise the contractually agreed price, however, by no more than 5%. Should the VAT rate applicable at the time the contract is concluded be increased, the gross price for the contractual services shall be increased by the percentage of the difference between the VAT rates. Accordingly, if the applicable VAT rate is reduced, the gross price shall be reduced by this difference.
4. Billing shall be in the Euro currency. In the event of payment in foreign currencies, any exchange rate differences and bank charges shall be borne by the Party that is liable to pay the relevant amount.
5. The Hotel shall have the right to adjust prices if the Customer retroactively requests changes to the number of booked rooms, the Hotel's services or the duration of the guests' stay, and if the Hotel approves such changes.
6. Invoices that do not specify a due date shall be due and payable within ten days from receipt of such invoice, without deductions. The Hotel may charge the applicable statutory default interest of currently 8 % or, if a consumer is involved in a transaction, of 5 % above the base rate. The Hotel shall be free to provide proof that the damage incurred was higher; the Customer shall be free to provide proof that the damage incurred was lower.
7. The Hotel shall at all times have the right to request payment of an adequate advance payment or security. The sum of advance payments and the payment dates can be agreed in the contract. For advance payments and the provision of security for package holidays, the statutory provisions shall remain unaffected.
8. Set-offs by the Customer against the Hotel's claims are only permitted if the Customer's claim is uncontested or has been finally and bindingly determined.
9. With regard to its claims, the Hotel shall have a right of lien pursuant to Section 704 BGB in all objects brought to the Hotel by the Customer.

#### **VI. No-show / withdrawal / cancellation by the Customer**

1. Any withdrawal by the Customer from the contract concluded with the Hotel requires the Hotel's approval in text form pursuant to Section 126b BGB, subject to sub-clause 4 below.
2. For rented Hotel rooms, the agreed remuneration has to be paid, subject to sub-clause 4 below, if approval pursuant to clause 1 is not granted, if the Customer cancels the booking or in the event of a no-show. The Hotel agrees to accept that the Customer sets off any saved expenses and any other benefits obtained by the Hotel letting the rooms to other guests. In the event of a withdrawal, the Customer shall, subject to sub-clause 4 below, pay 90 % of the contractually agreed price for accommodation with or without breakfast, 70 % for half board and 60 % for full board arrangements. However, the Customer shall be free to provide proof that the Hotel did not incur any damage, or that the damage incurred was substantially lower.

3. If the Hotel and the Customer had agreed that the Customer may withdraw from the contract free of charge if this is done prior to a specific date, the Customer may withdraw from the contract up until such time without triggering claims for payments or damages for the Hotel. The Customer's withdrawal right expires if he/she does not exercise his/her right of withdrawal in text form towards the Hotel, except if the Customer withdraws in accordance with sub-clause 4 below.
4. The above clauses shall not apply if the Hotel breaches the obligation to take into consideration the Customer's rights, claims and legal interests, provided that the Customer cannot reasonably be expected to continue the contract because of this, or if the Customer has other statutory or contractual withdrawal rights.

## **VII. Withdrawal by the Hotel**

1. If a free right of withdrawal for the Customer during a specific time period was agreed, the Hotel shall in turn have the right to also withdraw from the contract during this period if other customers submit inquiries regarding the contractually booked rooms and the Customer does not waive its right of withdrawal upon a corresponding request by the Hotel.
2. If an advance payment that has been agreed or requested pursuant to sub-clause 5 (7) above is not made even after expiry of an adequate period of grace set by the Hotel, including the threat to refuse acceptance after that, the Hotel shall also have the right to withdraw from the contract.
3. The Hotel shall furthermore have the right to extraordinarily withdraw from the contract for objectively justified reasons, for instance in the following cases
  - if force majeure or other circumstances for which the Hotel is not responsible render performance of the contract impossible (e.g. strikes or power failures);
  - if misleading or incorrect information on essential facts, e.g. regarding the Customer's identity or the purpose of such rental, is provided when rooms are booked;
  - if the Hotel has justified reason to believe that the use of the Hotel services may endanger the smooth operation of business, security or the Hotel's public reputation, without this originating from the Hotel's sphere of control or organisation;
  - if the purpose or occasion of the stay is unlawful;
  - if the Customer sub-lets the rented rooms, or uses them for purposes other than accommodation purposes, without the Hotel's prior written consent.
4. A withdrawal shall not affect the Hotel's right to request payment of damages.
5. The Customer shall not have a claim to damages if the Hotel withdraws from the contract for justified reasons.

## **VIII. Hotel's general liability; limitation periods**

1. The Hotel's liability for its own fault and fault on the part of its vicarious agents shall be limited to wilful acts and gross negligence. This limitation of liability shall not apply to product liability claims, claims under a voluntary warranty assumed by the Hotel, or to claims due to the death of an individual, bodily injuries or adverse health effects, or breaches of so-called cardinal obligations, i.e. obligations, compliance with which is indispensable in order to achieve the purpose of the contract, and in compliance with which the Customer has a right to trust. However, in the latter case, liability shall be limited to replacement of the typical, foreseeable average damage.
2. Should disruptions or defects exist with regard to the Hotel's services, the Hotel shall endeavour to provide a remedy, provided that it has knowledge thereof or the Customer has promptly given notice of such disruption or defect. The Customer agrees to make all reasonable contributions in order to eliminate the disruption and to minimise the potential damage.
3. The Hotel's liability towards the Customer for objects brought to the Hotel shall be governed by the statutory provisions, which is up to one hundred times the rooms price for one day, up to a maximum of 3,500 €, and for cash, securities and valuables up to an amount of 800 €. Cash, securities and valuables up to a maximum value of 800 € may be stored in the room

safe, up to a maximum value of 20,000 € in the hotel safe. The Hotel advises the Customer to use this option. The Hotel's liability shall end if the Customer fails to immediately notify the Hotel after obtaining knowledge of a loss, destruction or damage (Section 703 BGB). Sub-clause 1 above shall apply *mutatis mutandis* to any further liability on the part of the Hotel.

4. In as far as the Customer is granted the right to use a space in the Hotel garage or parking lot, whether for free or for payment of a fee, this does not result in a safekeeping contract within the meaning of Sections 668 et seq. BGB. Should vehicles parked or manoeuvred on the Hotel premises or their contents be lost or damaged, the Hotel shall only be liable for wilful misconduct or gross negligence. Sub-clause 1 above shall apply *mutatis mutandis*.
5. Wake-up services shall be handled with utmost care by the Hotel. Claims for damages shall be excluded, except if they are due to wilful acts or gross negligence.
6. The Hotel shall handle messages, mail and deliveries of goods for the guests with due care. The Hotel shall deliver, store and - upon request and for payment of a fee - forward the above. Sub-clause 1 above shall apply *mutatis mutandis*.
7. The Customer's claims shall become time-barred in accordance with the statutory provisions. Deviating from Section 195 BGB, the limitation period for all of the Customer's claims shall be one year. Deviating from Section 199 (3) No. 1 and (4) BGB, claims for damages and other claims, irrespective of whether the relevant party had knowledge of such claims, or should have had knowledge had it acted without gross negligence, shall become time-barred after expiry of five years from the time they originate. The above exceptions shall not apply to damages caused by the death of an individual, bodily injuries or adverse health effects, or if the Hotel acted wilfully or with gross negligence.

## **IX. Lost property**

Objects that are left behind will only be forwarded upon request and only if the costs are taken over. The Hotel shall store objects that are left behind for six months. After expiry of this period, such objects shall be handed over to the local lost-and-found office.

## **X. Final Provisions**

1. Modifications of, and amendments to the contract or these Standard Terms and Conditions for Hotel Accommodation must be set out in text form in order to be valid. Unilateral changes or amendments by the Customer shall not be valid.
2. The place of performance and payment shall be the Hotel's registered place of business.
3. The exclusive place of jurisdiction - also for disputes relating to cheques and bills of exchange - in transactions with other commercial businesses shall be the Hotel's registered place of business. If a contracting partner meets the requirements in Section 38 (2) of the German Civil Procedure Code (ZPO), and does not have a general place of jurisdiction in the Federal Republic of Germany, the applicable place of jurisdiction shall be the Hotel's registered place of business.
4. The law of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and of the conflict of laws provisions shall be excluded.
5. Should individual provisions contained in these Standard Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. Otherwise, the statutory provisions shall apply.