

**General Terms and Conditions for the Hotel Accommodation Agreement in
FLOTTWELL BERLIN
Hotel & Residenz am Park**

§ 1 Scope

- (1) These General Terms and Conditions apply to agreements for letting hotel rooms for lodging and to all further services and deliveries of the hotel performed for the customer.
- (2) Subletting or reletting the rooms provided and using them for purposes other than lodging require the prior written permission of the hotel, whereby § 540 para. 1 sentence 2 of the German Civil Code (BGB) is waived insofar as the customer is not a consumer.
- (3) Terms and conditions of the customer shall only apply if this has been expressly agreed in advance in writing.

§ 2 Conclusion of agreement, contractual partners, limitation period

- (1) The agreement comes into existence through the hotel's acceptance of the customer's request. This means that a hotel accommodation agreement is already concluded when the customer places the order by telephone and the hotel confirms the booking. The hotel is free to confirm the room booking in writing.
- (2) The contractual partners are the hotel and the customer. If a third party has placed the order for the customer, it shall be liable towards the hotel together with the customer as joint and several debtors for all obligations arising from the hotel accommodation agreement insofar as the hotel has received a corresponding declaration from the third party.
- (3) As a general rule, all claims against the hotel become time-barred one year from the beginning of the normal limitation period of § 199 para. 1 BGB, which is conditional on knowledge of the circumstances establishing the claim. Claims for damages become time-barred after five years, conditional on knowledge of the circumstances establishing the claim. The reduction of the limitation period does not apply to claims based on an intentional or grossly negligent breach of duty by the hotel.

§ 3 Services, prices, payment, offsetting

- (1) The hotel is obligated to provide the rooms booked by the customer and perform the agreed services.
- (2) The customer is obligated to pay the agreed prices of the hotel, as well as prices of the hotel that apply to the further services that the customer makes use of. This also applies to services and expenditures of the hotel vis-à-vis third parties that the customer instigates.
- (3) The agreed prices include the currently applicable statutory value-added tax. If the period between the conclusion of the agreement and performance of the agreement exceeds four months and the price generally charged by the hotel for such services increases, the hotel can increase the contractually agreed price appropriately, but by at most 5%.

(4) Furthermore, the hotel can change the prices if the customer subsequently requests changes to the number of rooms booked, the hotel's service or the duration of the guests' stay and the hotel approves.

(5) Invoices of the hotel without a due date are payable without deduction within 10 days of receipt of the invoice. The hotel is entitled to make accumulated charges due at any time and demand immediate payment. In the event of default on payment, the hotel is entitled to demand the applicable statutory interest on arrears, currently 8%, or, for legal transactions in which a consumer is involved, in the amount of 5% over the base interest rate. The hotel reserves the right to demonstrate a higher level of damage.

(6) The hotel is entitled to demand an appropriate advance payment or deposit when the agreement is concluded or thereafter, with due consideration of the statutory provisions for package holidays. The amount of the advance payment and the payment deadlines can be agreed in writing in the agreement.

(7) Only for a claim that is undisputed or has been legally established can the customer offset or reduce payment against a claim of the hotel.

§ 4 Withdrawal of the customer (cancellation/rescission)/non-utilisation of the hotel's services (no-shows)

(1) Withdrawal of the customer from the agreement concluded with the hotel requires the written permission of the hotel. If this is not given, the prices in the agreement must be paid even if the customer does not make use of the contractual services. This does not apply in the event of breach of duty by the hotel to respect rights, legally protected interests or other interests of the customer if it is no longer reasonable for the customer to abide by the agreement or the customer is entitled to another statutory or contractual right of withdrawal.

(2) If a deadline for withdrawal from the agreement at no cost was contractual stipulated in writing between the hotel and the customer, the customer can withdraw from the agreement by then without thereby establishing claims of the hotel for payment or damages. The customer's right of withdrawal expires if he or she does not exercise his or her right of withdrawal in writing to the hotel by the agreed deadline, except in case of withdrawal of the customer as per para. 1 sentence 3.

(3) The hotel is free to demand the contractually agreed payment and consolidate the deduction for spared expenses into a lump sum. In this case, the customer is obligated to pay at least 90% of the contractually stipulated price for overnight accommodation with or without breakfast, 70% for half-board arrangements and 60% for full-board arrangements.

(4) The customer is free to demonstrate that the above-named claim has not come into being, or not in the amount demanded.

§ 5 Withdrawal of the hotel

(1) If a right of withdrawal of the customer at no cost by a specific deadline was contractually stipulated in writing, the hotel for its part is entitled within this time period to withdraw from the agreement if there are requests of other customers for the contractually booked rooms and the customer does not waive its right to withdrawal upon inquiry of the hotel.

(2) If an advance payment that is agreed or demanded as per § 3 para. 6 above is not made even after an appropriate grace period set by the hotel has expired, the hotel is also entitled to withdraw from the agreement.

(3) Furthermore, the hotel is entitled to extraordinary withdrawal from the agreement for objectively justified reasons, for example if:

- force majeure or other circumstances for which the hotel is not responsible make fulfilment of the agreement impossible;
- rooms were booked with misleading or false representation of essential facts, e.g. the identity of the customer or the purpose;
- the hotel has a justified reason to assume that utilisation of the hotel service could endanger the smooth operation of business, security or public reputation of the hotel and this does not fall within the hotel's domain of authority or organisation;
- a violation § 1 para. 2 occurs.

(4) Justified withdrawal of the hotel does not establish a claim of the customer to damages.

§ 6 Provision, handover and return of rooms

(1) The customer acquires no claim to provision of specific rooms.

(2) Booked rooms shall be available to the customer as of 3 p.m. on the agreed arrival date.

(3) The customer has no claim to earlier provision.

(4) On the agreed departure date, the rooms shall be vacated and made available to the hotel no later than 12 noon. After that, if the room is vacated late, the hotel can charge 50% of the full lodging price (list price) for use of the room beyond the agreed period up to 6 p.m., and 100% from 6 p.m. on. This does not establish any contractual claims of the customer. The customer is free to demonstrate that no claim of the hotel to compensation for use, or a significantly lower claim, has come into being.

§ 7 Liability of the hotel

(1) The hotel is liable for its obligations arising from this agreement with the diligence of a prudent businessman. Claims of the customer for damages are excluded. Exceptions to this are damage due to death, bodily harm or hazard to health if the hotel is responsible for the breach of duty, liability for other damage based on intentional or grossly negligent breach of duty by the hotel and intentional or negligent breach by the hotel of duties typical for the agreement. A breach of duty by a representative or vicarious agent of the hotel is equivalent to a breach of duty by the hotel. If disruptions or defects in the hotel's service arise, the hotel shall endeavour to remedy them when they become known or are reported by the customer without delay. The customer undertakes to make a reasonable contribution to eliminating the disruption and minimising possible damage.

(2) For objects brought into the hotel, the hotel shall be liable to the customer in accordance with the statutory provisions, i.e. up to one hundred times the room price, but at most €3,500.00, and up to €800.00 for cash, technical devices, financial securities and valuables. Cash, technical devices, financial securities and valuables can be stored in the room safe up to a maximum value of €800. The hotel recommends making use of this option. The liability

claims expire if the customer does not report the loss, destruction or damage to the hotel without delay after becoming aware of it (§ 703 BGB). Para. 1 sentences 2 to 4 apply accordingly to further liability.

(3) No contract of safe custody comes into being if a parking space in the hotel garage or a hotel car park is provided to the customer, even for a fee. The hotel is not liable for loss or damage of vehicles parked or manoeuvred on the hotel premises and their contents, except in the event of intent or gross negligence. Para. 1 sentences 2 to 4 apply accordingly.

(4) The hotel shall exercise the greatest care in carrying out requests for wake-ups.

(5) Messages, post and deliveries of goods for guests shall be handled with care. The hotel shall deliver, store and, upon request, forward these for a fee. Para. 1 sentences 2 to 4 apply accordingly.

§ 8 Final provisions

(1) Amendments or supplements to the agreement, the acceptance of the request or these General Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral amendments or supplements made by the customer are ineffective.

(2) The place of fulfilment and payment shall be the place of business of the hotel.

(3) The exclusive place of jurisdiction in commercial dealings – for disputes involving cheque and bill transactions as well – shall be the place of the hotel. Insofar as contractual partner meets the requirements of § 38 para. 2 of the Code of Civil Procedure (ZPO) and does not have a general domestic place of jurisdiction, the place of business of the hotel shall apply as the place of jurisdiction.

(4) German law applies. Application of the UN Convention on Contracts for the International Sale of Goods and private international law is excluded.

(5) Should individual provisions of these General Terms and Conditions of Hotel Accommodation be or become ineffective or invalid, this shall not affect the effectiveness of the other provisions. Apart from this, the statutory provisions apply.

Flottwell Residenz Berlin Betriebs GmbH & Co.KG

Flottwellstraße 18
10785 Berlin

Fon +49 (0)30 263 9798-0

Fax +49 (0)30 263 9798-55

E-Mail: info@flottwellhotel.de

Website: www.flottwellhotel.de