

## General Terms and Conditions for the Hotel Accommodation Contract

### I. Scope of application

- 1) These Terms and Conditions shall apply to all contracts for the provision of hotel rooms for accommodation and all related services.
- 2) They shall apply exclusively. Any terms and conditions of the client which conflict with or differ from these Terms and Conditions will not be recognized unless they have previously been expressly agreed in writing.

### II. Conclusion of contract, parties to the contract

- 1) The contract will only be formed when the hotel accepts the client's offer for conclusion of contract and gives the client confirmation thereof in text form. Should a confirmation in text form not be possible or requested in the individual case, the hotel's express confirmation by telephone will suffice.
- 2) Parties to the contract are the hotel and the client who uses the service of the hotel. If a third party has made a reservation on behalf of the client, such third party and the client shall be jointly and severally liable to the hotel for all obligations arising out of the hotel accommodation contract.

### III. Services, prices, payment

- 1) The hotel shall be obliged to keep the rooms available that have been booked by the client and to provide the agreed services. Unless otherwise agreed, there is no right to provision of a certain room.
- 2) The client shall be obliged to pay the agreed prices of the hotel and/or the hotel's prices applicable to the provision of the room and to the other services used by the client. This shall also apply to services requested by the client and expenses paid by the hotel to third parties.
- 3) The agreed prices include the statutory value-added tax applicable at the time in question. If there is an increase in value-added tax after conclusion of the contract, the value-added tax rate applicable at the time when the room is used shall apply.
- 4) If the period of time between conclusion and performance of the contract exceeds four months and if the price generally charged by the hotel for such services increases between conclusion of the contract and provision of the service, the hotel may raise the contractually agreed price to a reasonable extent, but not by more than 10%. In that case, the client shall be entitled to rescind the contract.
- 5) The hotel shall be entitled to make the binding reservation of the room dependent on payment of a deposit. The hotel may demand a reasonable deposit even after conclusion of contract.
- 6) The invoiced amount to be paid by the client will fall due and is to be paid at the time of the client's departure at the latest. Any deposits demanded by the hotel are to be paid by the date stated by the hotel.
- 7) The hotel shall be entitled to demand advance payment of the full price or provision of security at any time – even after the room has been occupied – if the hotel has doubts

about the client's ability to pay. In the case of stays of more than a week or claims of more than €1,000.00 for services already performed, the hotel may also make out interim invoices which fall due for payment immediately.

- 8) In the event that the client fails to pay even a single invoice on the due date, the hotel shall be entitled to discontinue all further and future services for the client if the hotel has previously reminded the client of such payment, setting a time-limit, and has threatened discontinuation of future services in the event of belated payment.
- 9) The hotel shall be free to accept and select credit cards each time a credit card is presented; this shall also apply if the general acceptance of credit cards is announced through notices in the hotel. Cheques, credit cards and other means of payment are only accepted on account of performance.

### IV. Right of set-off and retention

- 1) The client shall only be entitled to a right of set-off against claims of the hotel if the client's counterclaims have been recognized by declaratory judgment, if they are undisputed or if they have been recognized by the hotel.
- 2) A right of retention only exists in so far as the hotel's claim and the client's counterclaim are based on the same contractual relationship.

### V. Rescission by the hotel

- 1) In the event that, in the individual case, a right of rescission free of charge within a certain time-limit was agreed in writing for the benefit of the client upon conclusion of the contract, the hotel shall also be entitled to rescind the contract during this period if requests for the rooms booked by contract have been received from other clients and the client does not waive his/her right of rescission when queried by the hotel.
- 2) If no deposit (cf. III, No. 5) or advance payment (cf. III, No. 7) is paid or made even after a reasonable period of grace given by the hotel has elapsed, the hotel shall also be entitled to rescind the contract.
- 3) Furthermore, the hotel shall be entitled to rescind the contract for objectively justified reasons, for example, if
  - force majeure or other circumstances for which the hotel is not responsible render performance of the contract impossible;
  - the client books rooms, making misleading or false statements about material facts, such as those relating to the client's identity or the purpose;
  - the hotel has good reason to assume that use of the hotel service will jeopardize the smooth business operation, safety or the hotel's public image without this being attributable to the hotel's sphere of control and/or organization.
  - the client permits a third party to use the room without the hotel's consent.

- 4) In the event of justified rescission by the hotel, no claim for damages shall arise for the benefit of the client.

#### VI. Rescission by the client

- 1) A right of rescission on the part of the client will only exist in accordance with legal provisions or due to contractual agreement. If, in the individual case, a date for rescission of the contract free of charge was agreed in writing between the hotel and the client upon conclusion of the contract, the client may only rescind the contract by this date without giving rise to claims for payment or damages on the part of the hotel.
- 2) Otherwise the client shall also be obliged to pay the agreed charges if he/she does not use the service of the hotel. In this connection, however, the hotel has to deduct the income from renting out the rooms to other clients and the expenses saved.
- 3) The hotel shall be free to fix a lump sum with regard to deduction of the expenses saved. In that case, the client shall be obliged to pay 90% of the agreed price for the room. The client shall be free to prove that the expenses actually saved are higher or that the hotel did not incur any damage or only less damage.

#### VII. Provision and return of rooms / permitting third parties to use the room

- 1) Booked rooms are available to the client from 3 pm on the agreed day of arrival. Without a separate agreement, the client shall not be entitled to an earlier provision.
- 2) Unless a later time of arrival has been agreed in advance or the room has already been paid in full in advance or the client has informed the hotel of a credit card number enabling the hotel to debit the price for the room from the client's account also in the event that the client does not arrive, the hotel shall be entitled to give the booked room to another client after 6 pm. In that case, the client shall not have any claims against the hotel.
- 3) On the agreed day of departure, the rooms have to be vacated and made available to the hotel by 11 am at the latest. After this point in time, the hotel may charge 50% of the full room price (list price) for use of the room beyond the limits of the contract due to the delayed vacation of the room until 4 pm; from 4 pm 100% of the full room price (list price) may be charged. This shall not give rise to any contractual claims on the part of the client. The client shall be free to prove that the hotel did not incur any damage or considerably less damage. Any possible further damage claims of the hotel shall remain unaffected.
- 4) The subletting or re-letting of the rooms provided as well as use thereof for other purposes than accommodation shall require the prior written consent of the hotel. Should the hotel not give its consent to such subletting or re-letting, this shall not create any right of rescission on the part of the customer.

#### VIII. Right of refusal / right of expulsion

The hotel shall be entitled to deny a client access to the hotel and to refuse accommodation if, upon arrival of the client, there is a justified concern that the client is under the influence

of alcohol or drugs or if the client behaves abusively towards the hotel staff or other clients.

The hotel shall be entitled to expel a client from the hotel and to terminate the existing contract with him/her without notice if the client repeatedly disturbs the peace, harasses or insults other clients or the hotel staff.

#### IX. Liability of the hotel / statute of limitations

- 1) No-fault liability of the hotel pursuant to Section 536 a of the German Civil Code (*BGB*) shall be excluded.
- 2) In so far as a parking space in the hotel's underground parking facilities or car park is made available to the client (also for payment), the hotel will not accept any responsibility for the vehicle parked there and any objects stored therein; a contract of deposit is therefore not formed. Accordingly, the hotel shall not be liable if vehicles parked or moved on the hotel premises and their contents are lost or damaged unless the hotel has caused the damage intentionally or by gross negligence.
- 3) The hotel shall be liable for any damage to other objects brought by the client according to the legal provisions of Section 701 ff. of the German Civil Code (*BGB*). Money, securities and valuables may be kept in the hotel safe. The hotel recommends making use of this possibility.
- 4) As a matter of principle, the hotel shall only be liable for pecuniary losses of the client in the case of intent or gross negligence. Notwithstanding the foregoing, the hotel shall also be liable for simple negligence in the event of any pecuniary loss if it has culpably breached a material obligation under the contract; in that case, liability for damages shall, however, be limited to the foreseeable damage that may typically occur. Material obligations under the contract shall be obligations the fulfillment of which makes the proper performance of the contract possible at all and on the performance of which the client may regularly rely.
- 5) The foregoing limitations of liability shall apply to all damage claims irrespective of their legal ground.
- 6) All claims against the hotel will always become statute-barred after one year from commencement of the regular period of limitation depending on knowledge as defined in Section 199, Subsection 1 of the German Civil Code (*BGB*). Damage claims will become statute-barred after five years at the latest, irrespective of the knowledge of the circumstances giving rise to the claim and of the debtor. These reductions of the limitation period shall not apply to claims based on culpable injury to life, body or health or on culpable breach of material obligations under the contract or intentional or grossly negligent infringement of other duties of the hotel.

#### X. Final provisions

- 1) Changes or amendments to this contract and these Terms and Conditions must be made in writing.
- 2) Place of performance and payment shall be the registered office of the hotel.
- 3) Exclusive place of jurisdiction, also for disputes about cheques and bills of exchange, shall be the registered office of the hotel in respect of commercial transactions. This shall also apply in the event that the client has no general place of jurisdiction in Germany.

- 4) German law shall apply exclusively. The application of the UN Sales Convention and of private international law shall be excluded.
- 5) Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable, the validity of the other provisions shall not be affected thereby. The invalid or unenforceable provision shall be replaced by such a valid and enforceable provision whose effects come as close as possible to the economic aim pursued by the parties to the contract by means of the invalid or unenforceable provision. The above provisions shall apply analogously in the event that the contract proves to be incomplete. Otherwise the legal provisions shall apply.

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