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GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT

1. SCOPE OF APPLICATION

1.1 These terms and conditions shall apply to contracts for the rental of hotel rooms for lodging purposes as well as to all other services and deliveries provided by the hotel to the customer in this context (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms: Accommodation Agreement, Guest Accommodation Agreement, Hotel Accommodation Agreement, Hotel Room Agreement.

1.2 The subletting or reletting of the rooms provided as well as their use for purposes other than accommodation shall require the prior consent of the hotel in text form, whereby section 540 (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 shall only apply if this has been expressly agreed in written form in advance.

2. CONCLUSION OF CONTRACT, CONTRACTING PARTIES, LIMITATION PERIOD

2.1 The contracting parties are the hotel and the customer. The contract is concluded by the hotel's acceptance of the customer's application. The hotel is free to confirm the room reservation in text form.

2.2 All claims against the hotel are generally subjected to a limitation period of one year from the start of the statutory limitation period. This does not apply to claims for damages and other claims, provided that the latter are based on an intentional or grossly negligent breach of duty by the hotel.

3. SERVICES, PRICES, PAYMENT, SET-OFF

3.1 The hotel is obligated to hold the rooms that were booked by the customer ready and to provide the agreed services.

3.2 The customer is obligated to pay the hotel's agreed or applicable prices for the provision of the rooms and the other services used by the customer. This also applies to services ordered by the customer directly or through the hotel, which are rendered by third parties and paid for by the hotel.

3.3 The agreed prices include the taxes and local charges applicable at the time of the conclusion of the contract. Local taxes, which are owed by the guest according to the respective local law, such as visitor's tax are not included. In the event of a change in the statutory value added tax or the introduction, amendment or abolition of local taxes on the subject matter of the service after the conclusion of the contract, the prices will be adjusted accordingly. In the case of contracts with consumers, this shall only apply 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 requested by the customer in the number of rooms booked, the hotel's services or the customer's length of stay conditional upon a reasonable increase in the price for the rooms and/or for the hotel's other services.

3.5 Invoices of the hotel are due for payment immediately upon receipt without deduction.

If payment on account has been agreed, payment shall be made without deduction within ten days of receipt of the invoice, unless otherwise agreed. In the event of late payment, the hotel shall be

entitled to charge the respective applicable statutory interest on arrears in the amount of currently 9% or, in the case of legal transactions involving a consumer, in the amount of 5% above the base interest rate. The hotel reserves the right to prove 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 can 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. In the event of default of payment by the customer, the statutory provisions shall apply.

3.7 In justified cases, for example in the event of payment arrears by the customer or extension of the scope of the contract, the hotel is entitled, even after conclusion of the contract, to demand advance payment or security deposit in the sense of the aforementioned section 3.6 or to increase the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

3.8 The hotel is further entitled to demand from the customer at the beginning and during the stay a reasonable advance payment or security deposit as defined in section 3.6 above for existing and future claims arising from the contract, insofar as such an advance payment or security has not already been made in accordance with the above section 3.6 and/or section 3.7.

3.9 The customer may only offset or set off an undisputed or legally enforceable claim against a claim of the hotel. set off or offset against a claim of the hotel.

3.10 The customer agrees that the invoice may be sent to him electronically. electronically.

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

4.1 Cancellation by the customer of the contract concluded with the hotel is only possible if a right of withdrawal has been expressly agreed in the contract, if 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 cancellation of the contract shall 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 until then without triggering payment or damage claims by the hotel. The customer's right of withdrawal expires if he does not exercise his right to withdraw from the right of withdrawal to the hotel by the agreed date.

4.3 If a right of withdrawal has not been agreed upon or has already expired, there is also no statutory right of withdrawal or termination and the hotel does not agree to a cancellation of the contract, the hotel retains the right to the agreed remuneration despite the non-utilization of the service. The hotel shall take into account the income from renting the rooms to other parties as well as the saved expenses. If the rooms are not rented otherwise, the hotel may make a lump-sum deduction for saved expenses. The customer is the customer is obligated to pay 90 % of the contractually agreed price for overnight stay with or without breakfast as well as for package arrangements with third-

party services, 70 % for half-board and 60 % for full-board arrangements. The customer is free to prove that the that the aforementioned claim has not arisen or has not arisen in the required amount.

In the case of group bookings, i.e. bookings for a number of people with at least 10 room nights and an agreed total invoice, the customer can

- up to 4 weeks before arrival of the group, the rooms can be cancelled free of charge,
- up to 21 calendar days before arrival of the group 75% of the booked room nights can be reduced free of charge,
- up to 14 calendar days before the arrival of the group 50% of the booked or remaining room nights can be reduced free of charge,
- up to 7 calendar days before arrival of the group 25% of the booked or remaining room nights will be reduced free of charge,
- up to 3 calendar days before arrival of the group 2 of the booked or remaining room nights will be reduced free of charge.

In the case of group bookings, i.e. bookings for a number of people with at least 30 room nights and an agreed total invoice, the following can be made:

- up to 8 weeks before arrival of the group, the rooms can be cancelled free of charge,
- up to 49 calendar days before the group's arrival, 75% of the booked room nights can be reduced free of charge,
- up to 42 calendar days before the arrival of the group 50% of the booked or remaining room nights can be reduced free of charge,
- up to 35 calendar days before arrival of the group 25% of the booked or remaining room nights can be free of charge up to 35 calendar days prior to the group's arrival,
- up to 28 calendar days before arrival of the group 15% of the booked or remaining room nights can be free of charge up to 28 calendar days prior to the group's arrival,
- up to 7 calendar days before arrival of the group 2 of the booked or remaining room nights will be reduced free of charge.

5. CANCELLATION BY THE HOTEL

5.1 If it has been agreed that the customer may withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period of time if there are requests from other customers for the contractually booked rooms and the customer does not waive his right to withdraw from the contract upon inquiry by the hotel with a reasonable deadline. This applies accordingly in the case of granting an option if other inquiries exist and the customer is not prepared to make a firm booking upon inquiry by the hotel with a reasonable deadline.

5.2 If an advance payment or security deposit agreed or required pursuant to section 3.6 and/or section 3.7 is not made agreed upon or demanded pursuant to section 3.6 and/or section 3.7 is not paid

during the period of time set by the hotel, the hotel shall also be entitled to withdraw from the contract.

5.3 Furthermore, the hotel shall be entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular in the event of

- force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
- rooms or rooms are culpably booked under misleading or false information or concealment of essential facts are booked; essential may be the identity of the customer, the ability to pay or the purpose of the stay
- the hotel has justified reason to believe that the use of the service may jeopardize the smooth operation of the business, the security or the reputation of the hotel in public, without this being attributable to the control or organizational sphere of the hotel; the hotel has good reason to believe that the use of the organizational sphere of the hotel;
- the purpose or the reason for the stay is unlawful;
- there is a violation of clause 1.2 above.

5.4 The justified withdrawal of the hotel does not justify a claim for damages on the part of the customer.

6. ROOM PROVISION, HANDOVER AND RETURN

6.1 The customer does not acquire any right to the provision of specific rooms, unless this has been expressly agreed in text form.

6.2 Booked rooms shall be available to the customer from 3:00 p.m. on the agreed day of arrival. The customer has no right to earlier provision.

6.3 On the agreed departure day, the rooms must be vacated and made available to the hotel by 10:00 a.m. at the latest. Thereafter, the hotel may charge 50% of the full accommodation price (list price) due to the delayed vacating of the room for its use in excess of the contract until 6:00 p.m., and 90% from 6:00 p.m. onwards. Contractual claims of the customer are not justified by this. The customer is free 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 shall be liable for damages for which it is responsible arising from injury to life, body or health. Furthermore, it shall be liable for other damages based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of duties typical for the contract by the hotel. Typical contractual obligations are those obligations that make the proper execution of the contract possible and the fulfillment of which the customer relies and may rely. A breach of duty

by the hotel is equivalent to a breach of duty by a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise provided for in this clause 7.

In the event of disruptions or deficiencies in the hotel's services, the hotel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to him in order to remedy the disruption and keep any possible damage to a minimum.

7.2 The hotel shall be 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 brings 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 a parking space is made available to the customer in the hotel garage or in the hotel parking lot, even for a fee, this shall 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 be liable only in accordance with the above section 7.1, sentences 1 to 4 and the "Parking conditions for parking garages and hotel parking lots (AGBP)" applicable in addition thereto.

7.4 Wake-up calls are carried out by the hotel with the utmost care. Messages for customers will be handled with care. The hotel may, after prior consultation with the customer, the hotel may accept, store and - upon request and for a fee - forward postal mail and merchandise. The hotel shall be liable in this regard only in accordance with the above section 7.1, sentences 1 to 4.

8. FINAL PROVISIONS

8.1 Amendments and supplements to the contract, the acceptance of the application or these general terms and conditions

Terms and conditions shall be made in text form. Unilateral amendments or supplements by the customer shall be invalid.

8.2 The place of performance and payment as well as the exclusive place of jurisdiction - also for check and disputes - is Würzburg for commercial transactions. If a contractual partner the requirement of § 38 paragraph 2 ZPO (German Code of Civil Procedure) and does not have a general place of jurisdiction.

8.3 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.

8.4 If individual provisions of these general terms and conditions should be or become invalid or invalid, the validity of the remaining provisions shall not be affected thereby. In all other respects, the statutory provisions shall apply.

8.5 In accordance with the legal obligation, the hotel points out that the European Union has established an online platform for the out-of-court settlement of consumer disputes ("ODR platform"):
<http://ec.europa.eu/consumers/odr/>

However, the hotel does not participate in dispute resolution proceedings before consumer arbitration bodies.