



GRANDHOTEL HESSISCHER HOF

General Terms and Conditions for Hotel Accommodation Contract

§ 1 Scope

1. These General Terms and Conditions shall apply to all contracts for the provision of hotel rooms and to all associated further services and goods provided by the hotel.
2. Any subletting or re-letting of the rented hotel rooms shall require the prior written consent of the hotel.
3. Any deviations from or changes to the contract shall only be binding on the contracting parties if agreed in writing by both parties.

§ 2 Conclusion of Contract and Contracting Parties

1. The contract is considered concluded upon confirmation thereof by the hotel to the guest.
2. If the hotel declines a booking request and submits a deviating offer, the hotel shall be bound by such deviating offer for a period of two days. The contract shall be concluded on the basis of this new offer, provided that the guest accepts the offer vis-à-vis the hotel in text form within the period stipulated.
3. Parties to the contract are the hotel and the guest. If a third party makes a reservation on behalf of the guest, such third party making the reservation and the guest shall be jointly and severally liable to the hotel for any and all obligations under the contract.
4. If the hotel has granted the guest a relevant option in the contract, the latter shall for a certain period of time be able to withdraw from the contract without any further legal consequences. The option dates shall be binding on both contracting parties. If the guest withdraws from the contract within the agreed period of time, the hotel shall not be entitled to claim compensation. Timeliness of the declaration of withdrawal shall depend on the receipt thereof by the hotel. The contract shall be deemed to have been concluded with binding effect when the guest accepts the offer and confirms such acceptance to the hotel in writing. The option shall cease to apply if neither party confirms the offer in writing to the respective other contracting party within the stipulated period, thus letting the deadline pass. After



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the period agreed for exercising the option has elapsed, the hotel shall be entitled, without prior consultation, to freely dispose of the premises, rooms or services booked as options.

§ 3 Services; Prices; Payment

1. The hotel is obligated to keep the rooms reserved by the guest available in accordance with these General terms and Conditions and to render the agreed services.
2. The guest shall be obligated to pay the rates agreed with the hotel for the rooms and for further services. This shall also apply to any services and payments by the hotel to third parties caused by the guest or the ordering party.
3. The agreed prices include the statutory value added tax valid from time to time. If the period between contract conclusion and arrival of the guest exceeds four months and the statutory value added tax or local taxes and charges payable, if any, are increased after contract conclusion, the hotel reserves the right to increase the agreed prices by an amount equivalent to such increase in value added tax or in local taxes and charges. The consumer price index (*Verbraucherpreisindex, VPI*) is also seen as a basis for price adjustments.
4. Unless other payment terms have been expressly agreed, invoices are payable immediately upon receipt without any deductions whatsoever. The hotel may at any time declare accrued claims to be immediately due and payable. In case of default, the hotel shall be entitled to charge default interest in the amount of five (5) percentage points, or if the guest is an enterprise, in the amount of eight (8) percentage points above the basic rate of interest applicable from time to time. The hotel reserves the right to claim a higher loss. For each reminder issued following commencement of default, the hotel may charge a fee of EUR 5.00.
5. The hotel has the right at the time of contract conclusion to request that a reasonable advance payment be made or appropriate security be provided. The amount of the advance payment and the payment dates can be agreed in the contract in writing.



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6. If an advance payment agreed upon or requested by the hotel pursuant to the above provision is not or not fully paid when due, the hotel shall be entitled to terminate the contract.
7. If a guest stays in the hotel for more than 7 days, the hotel shall be entitled to issue interim invoices.

§ 4 Withdrawal by the Hotel

1. If it has been agreed in writing that the guest has the right to withdraw from the contract free of charge within a specified period of time, the hotel shall likewise be entitled to withdraw from the contract within the agreed period if other customers inquire about the contractually reserved hotel rooms and the guest does not waive his/her right of withdrawal free of charge within 5 business days of a request to that effect by the hotel in text form.
2. If a reasonable grace period granted by the hotel including a warning of withdrawal has elapsed without the advance payment or security pursuant to Section 3 no.5 having been provided, the hotel shall be entitled to withdraw from the contract.
3. Moreover, the hotel shall be entitled to withdraw from the contract in particular if:
 - * force majeure or other events beyond the control of the hotel render performance of the contract impossible;
 - * the reservation of rooms is based on deceptive or false information in respect of material facts, e.g. regarding the identity of the guest or the purpose for booking the rooms.
 - * the hotel has reasonable grounds to assume that the use of the hotel's services may jeopardize the hotel's smooth business operations, safety, or reputation among the general public;
 - * there is a case of unauthorized subletting or re-letting of rooms;
 - * the hotel has gained knowledge of the fact that the financial situation of the guest has significantly deteriorated after conclusion of contract, in particular if the guest fails to settle claims due to the hotel or to provide sufficient security, and payment claims of the Hotel thus appear to be at risk.



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* the guest has requested that insolvency proceedings be initiated in respect of its assets, has submitted an affidavit of means pursuant to Section 807 of the German Code of Civil Procedure (*Zivilprozessordnung, ZPO*), has initiated extra-judicial proceedings for the settlement of debts, or has suspended its payments.

* insolvency proceedings have been initiated in respect of the guest's assets or such proceedings have been rejected for lack of assets.

§ 5 Withdrawal by the Guest; Cancellation (Annulment)

1. Unless otherwise agreed, guests may cancel hotel rooms free of charge up until 6pm on the day of arrival. Thereafter, the hotel grants the guest the right of withdrawal at any time subject to the following conditions:
 - a. If the guest cancels the booking, the hotel shall be entitled to reasonable compensation.
 - b. The hotel may elect to claim from the guest damage compensation in the form of a lump-sum compensation amount instead of a precisely calculated amount of compensation. The lump-sum compensation shall amount to 90% of the contractually agreed price for overnight accommodation with or without breakfast, to 70 % of the contractually agreed price for half board accommodation, and to 60 % of the contractually agreed price for full board accommodation. The guest shall be at liberty to prove that the hotel has not incurred any damage at all, or that the damage actually incurred by the hotel amounts to less than the lump-sum compensation claimed.
 - c. If the hotel calculates the precise amount of compensation, the maximum amount of such compensation shall consist of the contractually agreed price for the services to be rendered by the hotel, less the value of the expenditures saved by the hotel and less any amounts generated by the hotel from rendering such services to any other contractual partners instead.



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§ 6 Availability, Transfer and Return of Hotel Rooms

1. The guest is entitled to a room belonging to the category he/she has booked – he is not, however, entitled to the provision of specific rooms, unless the hotel has confirmed the provision of specific categories of rooms and of specific rooms in writing.
2. Booked hotel rooms shall be available to the guest from 3pm on the agreed day of arrival. The guest shall not be entitled to request earlier access to the rooms.
3. On the agreed day of departure the hotel rooms must be vacated by no later than 1pm. For rooms not vacated by then, the hotel may, up until 6pm, charge the guest 50% of the full rate of accommodation (list price) for the use of the hotel room in excess of the contractually agreed length of stay, and 100% of such rate from 6pm onwards. No contractual claims on the part of the guest shall be constituted thereby.

§ 7 Extension of Use; Additional Services

1. Reserved hotel rooms shall be made available to the guest only for the period agreed in writing. Any use beyond such period shall require an additional written agreement.
2. Any costs incurred in addition to the contractually agreed services, e.g. phone, bar and parking charges, shall be borne by the guest.

§ 8 The Guest's Liability for Damage

1. The guest shall be liable for any damage to the building or its furnishings insofar as the hotel is not at fault.
2. The hotel can demand that the guest provide appropriate security (e.g., insurance, deposits and guarantees).

§ 9 Liability of the Hotel

1. The hotel shall assume unlimited liability for any loss or damage caused by injury to life, body and health; guarantees regarding the quality of the subject matter of the contract; fraudulent non-disclosure of defects as well as fraudulent misrepresentation. Liability under the Product Liability Act shall remain unaffected.



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2. Without prejudice to Section 9 no. 1 the liability of the hotel for slightly negligent breach of duty shall be excluded if no obligations essential to the contract (i.e. such obligations which are actually required to be fulfilled before the contract can be properly performed and/or whose breach would jeopardize the achievement of the purpose of the contract, and whose fulfillment the guest can regularly rely on: so-called material contractual obligations) are affected.
3. The hotel's liability for slightly negligent breach of material contractual obligations pursuant to Section 9 no. 2 shall be limited to damage typical of the contract that is foreseeable at the time of contract conclusion.
4. Without prejudice to Section 9 no. 1, all claims against the hotel shall become time-barred within one year, provided that the guest is an entrepreneur.
5. Section 9 nos. 1 - 4 shall apply to the legal representatives and vicarious agents of the hotel mutatis mutandis.
6. Wake-up services shall be provided by the hotel with the utmost care.
7. The hotel shall treat with care any messages, mail and consignment of goods for the guest. The hotel shall handle the delivery, storage and, upon request, forwarding of the aforesaid items and of lost property upon inquiry.
8. Objects left behind shall only be forwarded at the guest's request and expense. Forwarding costs shall be borne by the guest. The hotel shall inform the guest of any objects left behind and agrees to keep such objects safe for a period of six months. The hotel is entitled to hand over the above-specified objects to the local lost property office once the statutory period for safekeeping has expired.
9. If the guest is provided a parking space in the parking garage or parking lot of the hotel, this shall not constitute the conclusion of a safekeeping contract. The hotel shall not have any surveillance obligations in respect of any vehicles.



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§ 10 Final Provisions

1. Any amendments and supplements to the contract, to the contract confirmation or to these General Terms and Conditions for Hotel Accommodation Contract shall be made in writing. Any unilateral amendments or supplements hereto made by the guest shall be invalid. To preserve the written form requirements stipulated in these General Terms and Conditions it shall also suffice if such notice is provided by telefax or email.
2. Place of performance and place of payment shall be the registered office of the hotel.
3. Exclusive place of jurisdiction – if the guest is an entrepreneur – shall be the registered office of the hotel.
4. These General Terms and Conditions shall be governed by the laws of Germany to the exclusion of its conflict-of-law rules and of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation Contract be invalid or void, the validity of the remaining provisions shall not be affected thereby. In all other respects the relevant legal provisions shall apply.