

# Terms and Conditions

## FOR THE HOTEL ACCOMMODATION CONTRACT

### I. Scope

- These terms and conditions apply to hotel accommodation contracts and all additional services and supplies provided by the hotel to the guest.
- Deviating provisions, including those contained in the general terms and conditions of the guest or the booking party, shall not apply unless expressly acknowledged in writing by the hotel.

### II. Conclusion of Contract, Contractual Partners

- A hotel accommodation contract (hereinafter referred to as the "Contract") is concluded upon the hotel's confirmation of a booking request from the guest.
- Contractual partners are the hotel and the guest. If a third party makes the booking on behalf of the guest, that third party, as the booking party, is liable to the hotel jointly and severally with the guest for all obligations arising from the Contract, provided the hotel has received an appropriate declaration from the booking party. Independently, each booking party is obligated to forward all relevant booking information, particularly these terms and conditions, to the guest.
- The subletting or re-letting of rooms provided and their use for purposes other than accommodation require the hotel's prior written consent.

### III. Services, Prices, Payment, Set-Off

- The hotel is obligated to make the rooms booked by the guest available in accordance with these terms and conditions and to provide the agreed services.
- The guest is obligated to pay the applicable or agreed prices for room provision and any other services used. This also applies to services and expenses of the hotel incurred with third parties at the request of the guest or the booking party. The agreed prices include the applicable statutory value-added tax. If the period between the conclusion of the Contract and the guest's arrival exceeds four months and statutory value-added tax or other applicable local taxes and fees increase after conclusion of the Contract, or if new local taxes and fees are introduced, the hotel reserves the right to increase the agreed prices accordingly.
- The hotel may condition its agreement to a reduction in the number of booked rooms, hotel services, or the guest's stay duration requested after the Contract has been concluded on an increase in the prices for the rooms and/or other hotel services.
- Invoices issued by the hotel are payable immediately upon receipt without deduction. The hotel may demand immediate payment of due claims at any time. The guest is in default at the latest if they fail to make payment within 8 days of the due date and receipt of an invoice. For guests who are consumers, this applies only if the invoice explicitly points out these consequences. The hotel may charge a late payment fee of €5.00 for each reminder after default occurs.
- The hotel is entitled to demand a reasonable advance payment or security deposit, such as a credit card guarantee or prepayment, upon conclusion of the Contract. The amount and due dates of the advance payment or security deposit may be agreed upon in writing in the Contract.
- In justified cases, e.g., guest payment arrears or expansion of the contractual scope, the hotel may demand an advance payment or security deposit per paragraph 5 or an increase in the agreed advance payment or security deposit up to the total agreed remuneration, even after the Contract has been concluded and until the start of the stay.
- Additionally, the hotel may demand a reasonable advance payment or security deposit during the guest's stay for existing and future claims under the Contract, provided such payment or security deposit was not already made per paragraph 5 and/or 6.
- The guest may only offset claims by the hotel with an undisputed or legally determined claim.

### IV. Guest Cancellation, No-Show

- The hotel grants the guest the right to withdraw from the Contract at any time under the following conditions:
  - In the event of cancellation, the hotel is entitled to reasonable compensation.
  - The hotel may choose to claim damages in the form of a lump-sum cancellation fee rather than calculating specific damages. This fee amounts to 90% of the contractually agreed price.
  - If the hotel calculates the compensation specifically, it may not exceed the agreed price for the hotel's services, less the value of savings in expenses.
- The provisions above also apply if the guest fails to use the booked room or services without notifying the hotel in advance.
- If the hotel has granted the guest an option in the Contract to withdraw without legal consequences within a specific period, the hotel is not entitled to compensation. Timeliness of the withdrawal declaration depends on its receipt by the hotel, and the guest must declare the withdrawal in writing.

### V. Hotel Cancellation

- If the guest has been granted a free cancellation option as per section IV.3, the hotel may also withdraw from the Contract within the agreed period if other guests request the booked rooms and the guest, upon inquiry by the hotel, does not waive their free cancellation option.
- If a required advance payment or security deposit per section III.5 and/or 6 is not made even after a grace period set by the hotel, the hotel is entitled to withdraw from the Contract.
- Additionally, the hotel may withdraw from the Contract, particularly if:
  - Force majeure or other circumstances beyond the hotel's control make fulfillment of the Contract impossible;
  - Rooms are booked based on misleading or incorrect information about material facts, such as the guest's identity or the booking purpose;
  - The hotel has justified reasons to believe the booking may jeopardize its operations, security, or public reputation, without being attributable to the hotel's domain;
  - Unauthorized subletting or re-letting occurs per section II.3;
  - Section VI.3 applies;
  - The guest's financial situation has significantly deteriorated after Contract conclusion, making the hotel's payment claims seem at risk;
  - Insolvency proceedings are initiated over the guest's assets, or such proceedings are rejected for lack of funds.
- The hotel must notify the guest of the exercise of its right to withdraw immediately in writing.
- In such cases of withdrawal, the guest is not entitled to damages.

### VI. Check-In and Check-Out

- The guest has no claim to the provision of specific rooms unless the hotel has confirmed this in writing.
- Booked rooms are available to the guest from 3:00 PM on the agreed arrival date. The guest has no claim to earlier availability.
- Booked rooms must be occupied by the guest by 6:00 PM on the agreed arrival date. If no later arrival time has been expressly agreed upon, the hotel reserves the right to reassign

booked rooms after 6:00 PM without any entitlement to compensation on the part of the guest. In this case, the hotel retains the right to withdraw from the Contract.

- On the agreed departure date, rooms must be vacated and made available to the hotel by no later than 11:00 AM. After this time, the hotel may charge for the additional use of the room until 6:00 PM, the daily room rate, and after 6:00 PM, 100% of the full valid lodging price. The guest is entitled to prove that the hotel has incurred no or significantly lower damages.

### VII. Hotel Liability and Statute of Limitations

- If disruptions or defects in the hotel's services occur, the hotel will, upon immediate complaint by the guest, endeavor to rectify such disruptions or defects. The guest's right to reduce the agreed fee does not arise if the guest culpably fails to report a defect to the hotel.
- The hotel is liable under statutory provisions for damages arising from injury to life, body, or health, as well as in cases of warranties provided by the hotel and for concealed defects.
- For all other damages not covered by section VII.2 and caused by slight negligence of the hotel, its legal representatives, or agents, the hotel is only liable for breaches of essential contractual obligations. In such cases, liability is limited to foreseeable, contract-typical damages.
- The liability limitations in sections VII.2 and VII.3 apply to all damage claims regardless of their legal basis, including tort claims. They also apply to any claims against hotel employees or agents. Exceptions include cases involving warranties for the condition of an item or work, concealed defects, or personal injuries.
- For items brought into the hotel, the hotel is liable to the guest in accordance with statutory provisions, up to a maximum of €3,500.00, and for valuables (cash, jewelry, etc.) up to €800.00. The hotel recommends using the in-room or central hotel safe.
- If the guest is provided a parking space in the hotel garage or parking lot, even for a fee, this does not constitute a safekeeping agreement. The hotel assumes no monitoring obligation. For loss or damage to vehicles or their contents parked or maneuvered on the hotel property, the hotel is only liable for intent or gross negligence by itself, its legal representatives, or agents. Claims must be asserted at the latest when leaving the hotel premises.
- Wake-up calls are carried out by the hotel with the utmost care. Claims for damages are excluded unless caused by intent or gross negligence.
- Messages, mail, and merchandise for guests are handled with care. The hotel assumes delivery, safekeeping, and – upon request – forwarding for a fee. Claims for damages are excluded unless caused by intent or gross negligence. After one month of storage, the hotel may charge a reasonable fee or hand over unclaimed items to the local lost-and-found office.
- Guest damage claims expire no later than two years from the date the guest becomes aware of the damage or, regardless of awareness, three years from the damaging event. This does not apply to claims related to injury to life, body, or health, or damages caused by intent or gross negligence by the hotel, its legal representatives, or agents.

### VIII. Final Provisions

- Changes or additions to the Contract, acceptance of the application, or these terms and conditions should be made in writing. Unilateral changes or additions by the guest are invalid.
- The place of performance and payment is the hotel's location.
- The exclusive place of jurisdiction is the hotel's location.
- The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- Should individual provisions of these terms and conditions for hotel accommodation be invalid or void, the validity of the remaining provisions remains unaffected. Otherwise, statutory provisions apply.

**Version: November 2024**

## FOR EVENTS

### I. Scope of Application

- These terms and conditions apply to the temporary rental of conference, banquet, and event spaces in the hotel for events such as conferences, banquets, seminars, meetings, and other gatherings, as well as any related services and deliveries provided by the hotel, particularly room bookings.
- Deviating provisions, including those in the general terms and conditions of the contracting party, shall not apply unless expressly recognized by the hotel in written form.

### II. Contract Conclusion and Parties

- The event contract ("Contract") is concluded upon acceptance of the hotel's offer by the client. If the client enters into the contract on behalf of a third party, the third party becomes the contractual partner of the hotel; the client must notify the hotel of this arrangement before the conclusion of the contract and provide the name and address of the actual contracting party.
- If the client clearly concludes the contract on behalf of a third party or if the third party has hired an intermediary or organizer for the contractual arrangements, the client, intermediary, or organizer are jointly and severally liable with the third party (the contracting party) for all obligations arising from the contract, provided the hotel has received corresponding declarations. Regardless, the client is obligated to forward all booking-related information, including these terms and conditions, to the third party.
- Subletting or re-letting the rented spaces, areas, or showcases, as well as invitations to interviews, sales events, or similar, require the prior written consent of the hotel.

### III. Services, Prices, Payment, Offsetting

- The hotel is obligated to provide the agreed services as specified in these terms and conditions.
- The contracting party is obligated to pay the agreed or applicable prices of the hotel for these services. This also applies to any third-party services and expenses related to the event that are arranged by the hotel on behalf of the contracting party, including payments to copyright collecting societies. The agreed prices include the applicable statutory VAT. If the period between the conclusion and fulfillment of the contract exceeds four months and the statutory VAT increases after the contract is concluded, the hotel reserves the right to adjust the agreed prices accordingly. Additionally, the contracting party is liable for all costs of food, beverages, and other services ordered by event participants.
- Hotel invoices are payable immediately upon receipt without deductions. The hotel may demand immediate payment of due claims at any time. The contracting party is in default no later than eight days after the due date and receipt of the invoice. For each reminder after default, the hotel may charge a reminder fee of €5.00.
- The hotel is entitled to require an appropriate advance payment or security deposit, such as a credit card guarantee or down payment, at the time of contract conclusion. The amount and payment schedule can be agreed upon in writing.
- In justified cases, such as payment arrears or an extension of the contract scope, the hotel may demand an advance payment or security deposit up to the total agreed remuneration, even after contract conclusion and before the event begins.
- The contracting party may only offset claims against the hotel with undisputed or legally established claims.

# Terms and Conditions

## IV. Withdrawal by the Contracting Party, Cancellation

1. The hotel grants the contracting party the right to withdraw from the contract at any time under the following conditions:
  - a) If the contracting party cancels a reservation, the hotel is entitled to reasonable compensation.
  - b) Instead of calculating actual compensation, the hotel may demand a lump-sum compensation of 90% of the agreed amount for the event, including the use of hotel facilities, rooms, and the provision of food and beverages. The agreed amount is based on the agreed number of participants. If no price for food and beverages has been agreed, the lowest-priced three-course menu from the current event offer will be used for calculation.
  - c) If the hotel calculates compensation specifically, the amount may not exceed the agreed price, less any savings and income from alternative use of hotel services.
2. These provisions also apply if the contracting party does not use the booked services without informing the hotel.
3. If the hotel grants the contracting party an option to withdraw within a certain period without consequences, the hotel has no claim for compensation. The timeliness of withdrawal is determined by receipt of the declaration at the hotel. The withdrawal must be in written form.

## V. Withdrawal by the Hotel

1. If the contracting party has been granted a cost-free withdrawal option under Section IV (3), the hotel may also withdraw within the agreed period if other guest or customer inquiries arise for the reserved rooms or event spaces and the contracting party does not waive their withdrawal option upon inquiry.
2. If an agreed or requested advance payment or security deposit is not made within a reasonable deadline set by the hotel, the hotel may withdraw from the contract.
3. The hotel is also entitled to withdraw from the contract for good cause, such as:
  - Force majeure or other circumstances beyond the hotel's control that make performance of the contract impossible;
  - Events booked with misleading or false information about the organizer or purpose;
  - The hotel has justified reasons to believe the event may endanger the smooth operation, safety, or reputation of the hotel;
  - Unauthorized subletting or re-letting as per Section II (3);
  - Cases under Section VI (3);
  - Significant deterioration of the contracting party's financial circumstances;
  - Insolvency proceedings initiated or requested against the contracting party's assets.
4. The hotel must notify the contracting party of its withdrawal in written form.
5. In such cases, no claims for damages against the hotel arise.

## VI. Check-In and Check-Out

1. The contracting party has no claim to specific rooms unless confirmed in writing.
2. Booked rooms are available from 3:00 PM on the agreed arrival date. Early access is only possible with written agreement.
3. Rooms must be claimed by 6:00 PM on the arrival date unless a later arrival has been agreed. Otherwise, the hotel may release the booking without compensation.
4. Rooms must be vacated by 11:00 AM on the departure date. The hotel may charge up to 100% of the room price for late check-out.

## VII. Changes to the Number of Participants and Event Time

1. The contracting party is required to specify the expected number of participants at the time of booking. The final number of participants must be communicated to the hotel in writing no later than five working days before the event to ensure proper preparation. Changes exceeding 5% require the hotel's approval.
2. If services are calculated based on the number of participants (e.g., hotel rooms, food, and beverages), the actual number of participants will be charged in the case of an increase. If the number of participants decreases by more than 5%, the hotel is entitled to charge for the originally agreed number of participants minus 5%.
3. If the number of participants decreases by more than 10%, the hotel may adjust the agreed prices and replace the confirmed rooms, provided such changes are reasonable for the contracting party. Prices may also be adjusted if the contracting party requests changes to the number of participants, the hotel's services, or the event duration, and the hotel agrees. If a portion of a booked event is not utilized, the hotel may charge reasonable compensation as outlined in Section IV (1)(a)–(c).
4. The contracting party may demonstrate that the hotel has saved more than the standard allowance.
5. If the agreed start or end times of the event are changed without the hotel's prior written consent, the hotel may charge additional costs for staff and equipment unless the hotel is responsible for the changes.
6. For events that continue past 11:00 PM, the hotel may charge additional staff costs based on individual documentation unless otherwise agreed. The hotel may also charge travel expenses for staff if public transportation is no longer available after the event's conclusion.

## VIII. Bringing Food and Beverages

The contracting party may only bring food and beverages to the event with prior written consent from the hotel. In such cases, the hotel may charge a service fee to cover overhead costs.

## IX. Event Execution

1. If the hotel procures technical or other equipment from third parties on behalf of the contracting party, it acts in the name, on behalf, and at the expense of the contracting party. The contracting party is responsible for the careful handling and proper return of the equipment and indemnifies the hotel against any third-party claims arising from its use.
2. The use of the contracting party's own electrical equipment or devices connected to the hotel's power network requires prior written approval from the hotel. Any disruptions or damage to the hotel's technical equipment caused by such devices are the responsibility of the contracting party unless the hotel is at fault. The hotel may charge for resulting electricity costs on a lump-sum basis.
3. With the hotel's approval, the contracting party may use its own telephone, fax, and data transmission equipment. The hotel may charge connection and usage fees. If the hotel's equipment is unused due to the contracting party's own devices, it may charge appropriate compensation.
4. The hotel will endeavor to resolve disruptions in the technical or other equipment provided promptly upon notification. Payments may not be withheld or reduced unless the hotel is responsible for the disruption.
5. The contracting party must obtain any official permits required for the event at their own expense and comply with all relevant public regulations. If the contracting party delegates tasks related to the event (e.g., setup) to third parties, they must ensure compliance with all applicable safety and labor regulations.
6. The contracting party is responsible for handling music licensing and related formalities with appropriate institutions (e.g., GEMA) independently.
7. The contracting party may only use the hotel's name and trademarks in event marketing with prior approval from the hotel.

## X. Brought-in Items

1. Any exhibition or other items, including personal belongings, brought into the hotel or event rooms are stored at the risk of the contracting party. The hotel assumes no liability for loss, damage, or destruction, except in cases of gross negligence or willful misconduct by the hotel. This exclusion does not apply to damages arising from injury to life, body, or health, nor in cases where safekeeping constitutes a contractual obligation based on the circumstances of the individual case.
2. Decorations brought in by the contracting party must comply with fire safety regulations. The hotel may request official proof of compliance. If such proof is not provided, the hotel reserves the right to remove any materials already brought in at the expense of the contracting party. To avoid damage, the setup and installation of items must be coordinated with the hotel in advance.
3. All exhibition or other items must be removed immediately after the event concludes. Items left behind may be removed and stored by the hotel at the contracting party's expense. If removal involves disproportionate effort, the hotel may leave the items in the event room and charge the corresponding room rental fee for the duration of their stay. The contracting party retains the right to prove that the hotel incurred less damage, and the hotel retains the right to prove greater damage.
4. Packaging materials (e.g., cartons, crates, plastic) brought in by the contracting party or third parties in connection with the delivery of the event must be disposed of by the contracting party. If such materials are left at the hotel, the hotel may dispose of them at the contracting party's expense.

## XI. Liability of the Contracting Party

1. The contracting party is liable for all damages to the hotel's building or inventory caused by event participants, visitors, employees, or other third parties within their area of responsibility, as well as by the contracting party itself or its legal representatives and agents.
2. To safeguard against potential claims for damages, the hotel may require the contracting party to provide appropriate securities, such as insurance, deposits, or guarantees.

## XII. Liability of the Hotel, Statute of Limitations

1. In the event of disruptions or defects in the hotel's services, the hotel will endeavor to provide a remedy upon prompt notification by the contracting party. If the contracting party culpably fails to report a defect, they forfeit any claim for a reduction of the agreed payment.
2. The hotel is liable in accordance with statutory provisions for damages arising from injury to life, body, or health, as well as in cases where the hotel assumes a guarantee or fraudulently conceals defects.
3. For all other damages not covered by Clause XII(2) and caused by slight negligence of the hotel, its legal representatives, or agents, liability is limited to the foreseeable damage typical of the contract, provided such damages result from the breach of a contractual obligation.
4. The above limitations of liability apply to all claims for damages, regardless of their legal basis, including tort claims. They also apply to claims for damages against the hotel's employees or agents.
5. The hotel's liability for items brought in is governed by statutory provisions, up to a maximum of 100 times the lodging price, not exceeding €3,500. For valuables (cash, jewelry, etc.), liability is limited to €800. The hotel recommends using the room or central safe for safekeeping.
6. If the hotel provides a parking space in its garage or on its premises, including for a fee, this does not constitute a safekeeping agreement. The hotel has no duty to monitor vehicles. The hotel is not liable for loss or damage to vehicles or their contents unless caused by willful misconduct or gross negligence by the hotel. Claims for damages must be asserted before leaving the hotel's premises.
7. Wake-up calls are carried out with utmost care. Claims for damages are excluded unless caused by gross negligence or willful misconduct.
8. Messages, mail, and packages for the contracting party or event participants will be handled with care. The hotel assumes responsibility for delivery, safekeeping, and—on request—for forwarding items, for which a fee may be charged. Claims for damages are excluded unless caused by gross negligence or willful misconduct. The hotel may transfer unclaimed items to the local lost and found after one month, charging a reasonable storage fee.
9. Claims for damages by the contracting party expire no later than two years from the date they become aware of the damage or, regardless of awareness, no later than three years from the occurrence of the damage. This does not apply to claims for damages due to injury to life, body, or health or other damages caused by intentional or grossly negligent breaches of duty by the hotel, its legal representatives, or agents.

## XIII. Final Provisions

1. Amendments or additions to the contract, acceptance of application, or these terms and conditions for events must be made in writing. Unilateral amendments or additions by the contracting party are invalid.
2. The place of performance and payment is the location of the hotel.
3. The exclusive place of jurisdiction is the hotel's location.
4. The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
5. Should any provision of these terms and conditions for events be invalid or void, the validity of the remaining provisions remains unaffected. In all other respects, statutory provisions apply.

**Version: November 2024**