

## **General terms and conditions Hotel Schlemmer**

### **I. Applicability**

1. The present general terms and conditions apply to contracts for the rental use of hotel rooms, conference, banquet and event rooms and other premises of the hotel for the use of events of all kinds as well as all further related services and deliveries of the hotel.
2. In order to sublet the rooms that have been rented, to use the hotel rooms for other purposes than for accommodation, for public invitations or other advertising purposes, for interviews, sales or similar events the customer must obtain the prior written consent of the hotel who may also demand payment of an additional remuneration. § 540 paragraph 1, clause 2 of the German Civil Code is not applicable insofar as the customer is not a consumer.
3. The customer's terms and conditions apply only if so agreed in advance in written form.
4. The hotel is liable to exercise the duty of care of an ordinary merchant pursuant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such that result from injury to life, body or health when the hotel is responsible for the breach of the obligation, furthermore other damage resulting from an intentional or grossly negligent breach of obligation by the hotel and damage resulting from an intentional or negligent breach of similar typical contractual obligations of the hotel. A breach of obligation by the hotel is deemed to be equivalent to a breach of a statutory representative or employee. Should disruptions or defects in the performance of the hotel occur, the hotel shall, upon gaining knowledge thereof or upon objection from the customer, act to remedy such without undue delay. The customer is obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum. Moreover, the customer is obliged to inform the hotel as soon as possible if an extraordinary high loss is liable to arise.
5. Messages, post, and merchandise deliveries for guests are handled with care. The hotel will deliver, hold, and for a fee forward such items. Nr. 4, sentences 2 to 4 above shall apply respectively.
6. Insofar as a parking space is provided to the customer in the hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is paid. The hotel has no obligation to keep watch. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property, nor for the contents thereof, except for cases of intent or gross negligence. Nr. 4, sentences 2 to 4 above shall apply respectively. Possible damages must be reported to the hotel.
7. All claims against the hotel must be registered with the hotel within one year dependent on the regular limitation term of § 199 Abs. 1 BGB (German Civil Code). claims for damage expire within five years regardless of knowledge of these. This limitation is not applicable for claims based on intent or gross negligence by the hotel.

### **II. Conclusion of contract; parties, limitation period**

1. The contract is made when the hotel accepts the customer's application. The hotel may confirm the room reservation in writing at its own discretion.
2. If a minimum turnover figure has been agreed and this is not reached, the hotel is entitled to demand 60 per cent of the difference as a loss of profit unless the customer proves a lower or the hotel a higher damage.
3. If a third party places the order on behalf of the customer, then the aforementioned third party, together with the customer shall be liable as joint debtor for all obligations arising from the hotel accommodation contract only if the hotel has an appropriate declaration to this effect from the third party.
4. The customer must inform the hotel without being asked, at the latest upon conclusion of the contract, if the

customer's use of the hotel services is likely to endanger the smooth operation of the hotel, the security or the reputation of the hotel in the public eye.

5. Any claims against the hotel shall be limited to one year after the commencement of the general statute of limitations stated in § 199, paragraph 1 German Civil Code. Damage claims are limited to five years after commencement of the aforementioned statute of limitations. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

6. Should the period between the conclusion and the fulfillment of the contract be longer than 4 months and if the applicable rate of value added tax is increased during this period, the prices will be adjusted accordingly.

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

1. The customer is obliged to pay the applicable or agreed prices of the hotel for rooms provided and for other services supplied. This shall also apply to services and outlay to third parties which the hotel provides upon the customer's express wish.

2. Should the period between the conclusion and the fulfillment of the contract be longer than 4 months and if the applicable rate of value added tax is increased during this period, the prices will be adjusted accordingly.

3. Should the period between conclusion and fulfillment of the contract exceed four months and if the price generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed price appropriately by a maximum of five per cent. For each further year lying between the conclusion and the fulfillment of the contract, the upper limit increases by a further five per cent. This is without prejudice to price changes according to No. 2.

4. The hotel may change prices however, if the customer later wishes to make changes to the number of rooms reserved, the hotel services to be provided, or the length of guests' stay, subject to the hotel consenting to such changes

5. Unless otherwise agreed, the hotel's invoices are due and payable in full within ten days of receipt of such. The hotel is entitled at any time to make accumulated accounts receivable due and to demand payment without undue delay. Upon default of payment, the hotel is entitled to demand the appropriate applicable statutory default accumulated interest. The hotel reserves the right to prove greater damages.

6. In the case of default the hotel is entitled to demand a fee of € 5 for each reminder sent. The customer is at liberty to prove that the hotel has incurred no or lesser costs.

7. The hotel is entitled to demand a reasonable advance payment or deposit as security upon conclusion of the contract or thereafter. The amount of the advance payment and payment dates may be included in writing in the contract.

8. The customer may only set-off or reduce a claim by the hotel with a claim which is undisputed or decided with a final, res judicata effect.

### **IV. Cancellation by the Customer (Cancellation, Annulment) / Failure to Utilize Hotel Services**

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If consent is not given, then the price agreed in the contract must be paid even if the customer does not use the contracted services. This shall not apply with breach of obligation of the hotel to take into account the rights, objects of legal protection and interests of the customer, if abiding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.

2. To the extent that the hotel and the customer have agreed in writing upon a date for cancellation of the contract without charge, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if he does not exercise his cancellation right in writing to the hotel by the agreed date, insofar as no case pursuant to No. 1, sentence 3 above exists.

3. The following applies unless otherwise agreed

4. If rooms are not used by the customer, the hotel must give an appropriate credit for the income from renting the rooms to other parties and also for expenses saved.

5. At its own discretion the hotel may demand the contractually agreed compensation and make a flat rate deduction for saved expenses. In this case, the customer is obliged to pay 90 per cent of the contractually agreed rate for accommodation with or without breakfast or for packages including external services, 70 per cent for accommodation with half-board/event fixed price, and 60 per cent for accommodation with full-board/event fixed prices packages including evening meal.

6. Consumption sales are calculated using the following formula: menu price of the event plus beverages times plus the number of participants. If a price for the menu has not been agreed, then the least expensive three-course menu in the current set of event proposals shall apply. Beverages are charged with one third of the menu price.

7. We distinguish between no-show invoices and cancellation invoices. Cancellation invoices are issued according to the valid VAT regulations at the time without showing the VAT.

## **V. Cancellation by the hotel, unapproved events**

1. Insofar as a right of cancellation without charge within a certain period is agreed in writing with the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of cancellation upon inquiry thereof by the hotel. The same applies to the granting of an option if there are other inquiries and the customer is, if requested by the hotel, not prepared to make a firm booking.

2. If an agreed advance payment or an advance payment demanded according to Item III, No. 6 above is not made even after a reasonable period of grace set by the hotel has expired, then the hotel is likewise entitled to cancel the contract.

3. Furthermore, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e. g. if a force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract; if rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose; if the hotel has just cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organisation; if there is a breach of the item I. No. 2 above.

4. The hotel is entitled to stop or cancel interviews and sales or similar events which have not been approved.

5. The customer may not claim damages if the hotel withdraws for good cause or breaks off an unauthorised event relating to the above paragraph 4.

6. If, in the case of a cancellation according to No. 2 or 3 above, the hotel has a claim for damages against the customer, the hotel may charge a lump sum for the claim. In this case, clause IV No. 4, sentences 2 and 3 apply accordingly.

## **VI. Room Availability, Handover and Return**

1. The customer does not have the right to be provided with specific rooms.

2. Reserved rooms are available to the customer from 3:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability. Unless a later time of arrival has been expressly agreed upon or the respective room has been paid in advance, the hotel is entitled to let the booked room to another party after 6:00 p.m. without the customer being able to derive a claim against the hotel from this fact. This is without effect on any claims from the hotel resulting from clause IV. There is no obligation to let the room to another person. On the agreed day of departure the rooms are to be vacated by 10.00 at the latest from Mondays to Fridays and by 12.00 on Saturdays and Sundays. Thereafter the hotel may charge 50% of the accommodation price for late vacating of the room up to 18.00 and 100 % from 18.00. Contractual claims of the customer shall not be based on this. He has the right to prove that the hotel had no or a lesser claim for usage of the rooms.

## **I. Changes in Number of Participants and Time of Event**

1. Should the number of participants change by more than five per cent, then the hotel must be informed at the latest

five working days before the commencement of the event. Such changes must be approved in writing by the hotel.

2. A reduction in the number of participants of no more than five per cent by the customer shall be acknowledged by the hotel in its charges. For changes exceeding this amount, the originally agreed number of participants minus five per cent will be used. The customer shall have the right to reduce the agreed price by a higher amount if he can prove that the expenses saved are higher than the sum of the original number of participants less five per cent.

3. Should there be an increase in the number of participants, charges will reflect the actual number of participants.

4. Should the number of participants change by more than ten per cent, then the hotel shall be entitled to recalculate the agreed prices and to exchange the confirmed room reservations unless this is unreasonable for the customer.

5. If the event's agreed starting or finishing times change and the hotel agree to such alterations, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

## **VII. Bringing of Food and Beverages**

The customer may not bring food or beverages to events. Exceptions must be agreed in writing with the hotel. In such cases, a charge will be made to cover overhead expenses.

## **VIII. Liability of the hotel**

1. The hotel is liable to exercise the duty of care of an ordinary merchant in accordance with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such that result from injury to life, body or health when the hotel is responsible for the breach of the obligation. Furthermore other damage resulting from an intentional or grossly negligent breach of obligation by the hotel and damage resulting from an intentional or negligent breach of similar typical contractual obligations of the hotel. A breach of obligation by the hotel is deemed to be equivalent to a breach of a statutory representative or employee. Should disruptions or defects in the performance of the hotel occur, the hotel shall, upon gaining knowledge thereof or upon objection from the customer, act to remedy such without undue delay. The customer is obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum. Moreover, the customer is obliged to inform the hotel as soon as possible if an extraordinary high loss is liable to arise.

2. For property brought to the hotel, the hotel is liable to the customer up to a value of 3,500. Euros, if these are kept in the hotel safe at the reception. The hotel recommends that guests make use of these possibilities. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction, or damage (§ 703 German Civil Code). With regard to more extensive liability of the hotel, No. 1, sentences 2 to 4 above shall apply respectively.

3. Items that the customer has left behind are only forwarded at the customer's request, risk and costs. The hotel will keep such items for three months after which time they are, as far as they have any value, handed over to the local lost property office. No. 1, sentences 2 to 4 above shall apply respectively.

4. If the customer is provided with a parking space in the hotel garage or an open air hotel parking space, this does not constitute a safekeeping agreement, even if a fee is charged. The hotel has no monitoring obligation. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property or in a parking space, nor the contents thereof, excepting cases of intent or gross negligence. No. 1, sentences 2 to 4 supra shall apply respectively. The hotel must be informed immediately about possible damage.

## **IX. Final stipulations**

1. Amendments or extensions of the contract, of the acceptance proposal or of these general terms and conditions of business for the hotel booking shall follow in written form.

2. Place of fulfilment and payment is the registered office of the hotel.

3. The exclusive court of jurisdiction-also for cheque and currency disputes is the commercial court in Montabaur. German law is applicable. The application of the UN CISG and of collision law is excluded. Should single stipulations

of these general terms and conditions of business for hotel bookings be ineffective or invalid or become so, then the effectiveness of the other stipulations is not disturbed hereby. For the rest the legal regulations apply.