

General Terms and Conditions for Hotel Accommodation Contracts of Hotel Suitess

I. Scope of Application

1. These Terms and Conditions shall apply to hotel accommodation contracts and all further services and deliveries rendered by Hotel Suitess (hereinafter called "Hotel") for the guest in connection with accommodating the guest.
2. Deviating provisions, even if contained in the General Terms and Conditions of Business of the guest or the ordering party, shall be inapplicable, unless expressly accepted by the Hotel in writing.
3. The laws of the Federal Republic of Germany shall exclusively apply to this contractual relationship. Application of the UN sales law and the law on conflict of laws is hereby excluded.

II. Definitions

The following definitions shall apply:

"Guest": any individual using the accommodation at the Hotel. Normally, the Guest is also the party contracting with the Hotel. Guests also include the persons accompanying the contracting party.

"Ordering Party": any legal entity or individual from Germany or abroad who concludes an accommodation contract with the Hotel as a Guest or on behalf of a Guest.

"Consumer" or "Entrepreneur": These terms are governed by Sections 13 and 14 *BGB* [German Civil Code], as applicable at the respective time, and shall be understood accordingly. Therefore, any individual who enters into a legal transaction for a purpose not attributable to either his/her trade or his/her self-employed profession shall be regarded as a Consumer. An Entrepreneur on the other hand is defined as any individual, legal entity or partnership with legal capacity that is acting in exercise of its trade or self-employed profession when entering into a legal transaction.

"Accommodation Contract": the contract concluded between the Hotel and the contracting party for accommodating the Guest at the Hotel, possibly combined with additional catering services and other services.

"Forthwith": shall be as defined by the respective applicable version of the *BGB*, and shall be understood accordingly. Therefore, an act takes place forthwith, if carried out without any culpable delay.

"Custody Contract": Under a Custody Contract, the custodian undertakes, for a fee, to make the required space available and assume custody of the item deposited, i.e. to ensure that the item is secure and preserved.

"Parking Space Rental Contract": Under such contract, the renter makes the required space available to the rentee for a fee. This shall not give rise to any particular duties of care on the part of the renter as regards any vehicle parked on the parking space.

III. Conclusion of a Contract

1. A contract shall be brought about by the Hotel's acceptance of the Guest's application. The Hotel shall be free to confirm a room reservation in writing or in text form. The Guest may make his/her application in writing, in text form, verbally, by telephone or using the form on the Hotel's website.

2. The contracting parties are the Hotel and normally the Guest. If a third party makes a reservation for the Guest, such third party shall, as the Ordering Party, be liable in relation to the Hotel for all obligations arising from the contract together with the Guest as joint and several debtors, provided that the Hotel has received a corresponding declaration from the Ordering Party. Regardless thereof, every Ordering Party shall pass on to the Guest all information relevant to the reservation, particularly these General Terms and Conditions of the Hotel.

3. Sub-letting or re-letting of rooms made available, or use thereof for purposes other than accommodation shall require the Hotel's prior written consent. If the Guest is not a Consumer, Section 540 (1), sentence 2 *BGB* [German Civil Code] shall be inapplicable.

4. When concluding the contract, the Ordering Party/Guest shall, without having to be asked, inform the Hotel, if its use of the Hotel's services could harm the Hotel's business operations or impair the Hotel's public reputation.

IV. Reservations

Guests may book in advance or upon arrival. Reservations shall depend upon the respective availability of the room quota. The Hotel hereby reserves the right to decline reservations for good cause.

V. Services, Prices, Payment

1. The Hotel shall, in accordance with these General Terms and Conditions, keep available the rooms reserved by the Guest, and render the agreed services.

2. The Hotel's prices applicable and/or agreed upon for the provision of a room and for any other services made use of by the Guest shall be paid by the Guest forthwith upon their falling due. This shall apply also to services and outlays provided by the Hotel to third parties at the request of the Guest or the Ordering Party.

3. The agreed prices shall include value-added tax at the respective statutory rate. If the period between the conclusion of the contract and the performance of the contract exceeds four months, and if the price generally charged by the Hotel for such services increases, the Hotel may appropriately raise the contractually agreed price, however by no more than 10 %.

4. The Hotel may also alter and proportionately adjust the prices in cases where the Guest subsequently requests a change to the number of rooms booked, to the service to be rendered by the Hotel, or to the Guests' length of stay, and the Hotel consents thereto.

5. Unless otherwise agreed upon in writing, payments shall be due and payable by the Guest no later than upon the Guest's departure. The Hotel may request that Guests provide a deposit or their credit card details at the time of booking or upon their arrival. By issuing an interim invoice at any time, the Hotel may also declare due and payable immediately all outstanding claims that have arisen during the Guest's stay.

6. The Hotel's invoices shall be payable, without any deduction, immediately upon receipt. Any default on the part of the Guest shall be governed by the statutory provisions. Even in the absence of a reminder from the Hotel, the Guest shall enter into default no later than upon failing to make payment within 30 days of the due date and receipt of an invoice. In relation to a Guest who is a Consumer, this shall apply only if these consequences have been specifically pointed out in the invoice. In the event of default in payment, the Hotel shall be entitled to charge Consumers default interest at the rate of 5 % above the base interest rate. Moreover, Section 288 (2) *BGB* shall apply. The Hotel hereby reserves the right to assert a claim for a higher loss. The Hotel may levy a reminder charge of € 5.00 for every reminder issued after the commencement of default.

7. At the time of the conclusion of the contract or thereafter, the Hotel may demand an appropriate advance payment or security deposit. In such case, the Hotel shall point out such advance payment or security deposit to the Ordering Party prior to accepting the Ordering Party's application. The sum of such advance payment and its due date may be agreed upon in writing in the contract.

8. Such advance payment shall constitute a part payment towards the agreed fee.

9. The Guest may exercise a right of set-off or reduction against a claim of the Hotel only on the basis of a claim that is undisputed or has been determined by a final and non-appealable court judgement.

VI. Rescission by the Guest, Cancellation

1. Unless otherwise agreed upon in writing, the Guest may rescind the contract only if the statutory prerequisites are met. If the statutory prerequisites are not met, and the Guest does not take up the service agreed upon in the contract, the Hotel shall be entitled to appropriate compensation.

2. Instead of calculating a precise amount of compensation, the Hotel may choose to charge the Guest a flat-rate cancellation fee. If the Guest cancels up to 14 days before his/her arrival, the Hotel shall not levy any cancellation fee whatsoever. If the Guest cancels less than 14 days before his/her arrival, but at least 3 days before his/her arrival, the Hotel's flat-rate cancellation fee shall amount to 60 % of the contractually agreed price for overnight stays, including/excluding breakfast. If the Guest rescinds the contract less than 3 days before his/her arrival, the flat-rate cancellation fee shall amount to 80 % of the contractually agreed price for overnight stays, including/excluding breakfast. The Guest shall be free to prove that the Hotel incurred no loss or a loss lower than the flat-rate compensation demanded.

3. Section VI (2) shall not apply to group reservations or to reservations by commercial tour operators. In such case, the sum of the flat-rate cancellation fee shall be determined by individual agreement immediately at the time of booking. A reservation for 10 Guests or more shall be regarded as a group reservation. Commercial tour operators are Entrepreneurs whose trade includes arranging and organising travel tours.

4. In cases where the Hotel does not calculate a precise amount of compensation, the compensation shall not exceed the contractually agreed price for the service to be rendered by the Hotel, subject to deduction of the value of the expenses saved by the Hotel and whatever the Hotel acquires as a result of its services being used by other Guests.

5. If the Hotel has granted the Guest under the contract, in writing or in text form, the right to rescind the contract within a certain period without any further legal consequences, the Hotel shall not be entitled to any compensation. The Guest must give notice of cancellation in writing. The date when notice of cancellation is received at the hotel shall be decisive for the timeliness of such notice.

VII. Rescission by the Hotel

1. If the Guest has been granted a right to rescind the contract free of charge under Section VI (4), the Hotel for its part shall be entitled to rescind the contract within the period separately agreed upon in this connection in cases where other Guests enquire about the rooms booked, and the Guest fails to definitively confirm the reservation at the Hotel's request. The same shall apply in the case of any option granted to the Guest by contract.

2. If any advance payment or security deposit agreed upon under Section V (7) is not paid within a reasonable grace period set for this, the Hotel shall likewise be entitled to rescind the contract.

3. Furthermore, the Hotel shall be entitled to rescind the contract for good cause, particularly if

- *force majeure* or other circumstances not imputable to the Hotel make it impossible to perform the contract;

- rooms have been booked on the basis of significantly misleading or incorrect particulars provided, e.g. as regards the identity of the Guest or the purpose of the stay;

- the Hotel has justified reason to assume that use of the Hotel's service could jeopardise the smooth running of the Hotel's business, the security of the Hotel or the Hotel's public reputation, except where this is attributable to the Hotel's sphere of control or organisation;

- unauthorised subletting or re-letting as defined in Section III (3) occurs;

- the Hotel becomes aware of circumstances under which the Guest's financial situation has significantly deteriorated since the conclusion of the contract, particularly if the Guest fails to settle any claims of the Hotel that have fallen due, or fails to offer an adequate security deposit, and the Hotel's payment claims appear to be jeopardised as a result thereof;

- the Guest has filed an application for the institution of insolvency proceedings concerning his/her assets, has executed an affirmation in lieu of an oath in accordance with Section 807 *Zivilprozessordnung* [Code of Civil Procedure], has instituted out-of-court proceedings serving the settlement of debts, or has ceased his/her payments;

- insolvency proceedings concerning the Guest's assets have been instituted, or the institution of such proceedings has been dismissed owing to a lack of assets or for other reasons.

4. In the aforementioned cases of rescission (subsections 1 - 3), the Guest shall have no entitlement to compensatory damages. The Hotel shall be entitled to compensatory damages in relation to the Guest, if the statutory prerequisites are met. The Hotel shall be free to calculate a precise amount of loss or to calculate the loss in accordance with Section VI (2).

VIII. Arrival and Departure, Booking of Rooms

1. The Guest shall not acquire any entitlement to the provision of certain rooms, unless the Hotel has confirmed in writing that certain rooms will be made available.

2. Rooms booked shall be available to the Guest from 3 pm on the day of arrival, and must be taken up by the Guest by no later than 6 pm on the agreed day of arrival. Any later time of arrival may be agreed upon verbally or in writing at any time.

If a time of arrival later than 6 pm has not been agreed upon, and the Guest has also failed to notify the Hotel of his/her late arrival by 6 pm on the day of arrival, the Hotel shall have the right to allocate the reserved rooms to other Guests after 6 pm, without the Guest being able to derive any compensation claims therefrom. In this respect, therefore, the Hotel shall have a right of rescission. However, the Hotel shall not be under any obligation to allocate such rooms to other Guests.

3. On the agreed day of departure, the rooms shall be vacated and made available to the Hotel by no later than 12 midday. If the Guest fails to comply herewith, the Hotel may charge for such additional use of the room at the rate of 50 % of the full valid accommodation price up to 6 pm, and 100 % after 6 pm. This shall not give rise to any contractual claims of the Guest. The Guest shall be free to prove to the Hotel that no usage fee, or a significantly lower usage fee, has accrued to the Hotel.

IX. Disturbance of the Peace

The Hotel hereby reserves the right to expel a Guest from the Hotel, if the Guest disturbs the peace, annoys or insults other Guests or the Hotel personnel, or behaves in an unacceptable manner.

X. Liability of the Hotel, Limitation

1. If the Hotel's services are disrupted or defective, the Hotel shall endeavour to remedy the situation forthwith upon any complaint from the customer. However, the Guest shall, in so far as reasonable and possible for the Guest, minimise any possible loss.

If the Guest culpably fails to give the Hotel notification of a defect, any claim to a reduction in the contractually agreed fee shall be excluded. Furthermore, the Guest shall point out to the Hotel in due time any possibility of an extraordinarily high loss being incurred.

2. The Hotel shall be liable in accordance with the statutory provisions for all loss arising from mortal injury, physical harm or health damage.

3. The Hotel shall be liable for any other loss caused by negligence only if such loss is attributable to breach of a material contractual duty in a manner that jeopardises the purpose of the contract. In such cases, liability shall be limited to the foreseeable loss typical of this type of contract.

4. In the case of any other loss, the Hotel's liability shall, moreover, be limited to a maximum amount of 1,000.00 € for property damage and a maximum amount of 2,000.00 € for pecuniary loss for every individual case of damage or loss and for all cases of damage or loss arising from and in connection with the contractual services. The limitation of liability and exclusions of liability shall not apply, if such other loss is based on an intentional or grossly negligent breach of duty on the part of the Hotel, its statutory representatives or its managerial employees.

5. The above limitations of liability shall apply to all damage claims regardless of their legal basis, including tort claims. The above limitations of liability shall apply also in the case of damage claims on the part of a Guest against employees or authorised agents of the Hotel. They shall not apply in cases of liability for a defect where a guarantee for the quality of an item or work has been provided, in the case of faults fraudulently concealed or in the case of personal injury.

6. The Hotel shall be liable to the Guest for the Guest's property in the Hotel in accordance with the statutory provisions, i.e. up to one hundred times the accommodation price, however up to no more than 1,000,000.00 €. For valuables (cash, jewellery, etc.), this liability shall be limited to 800.00 €. This provision shall apply also to items deposited in the room safe.

Money and valuables up to a maximum value of 20,000.00 € may be kept in the hotel safe, and shall be insured up to this maximum value. The Hotel hereby recommends that this facility be made use of, as this can ensure greater security for valuables.

Liability claims shall lapse, if the Guest does not notify the Hotel forthwith upon becoming aware of any loss, destruction or damage.

7. Owing to the Hotel's lack of surveillance facilities, a Parking Space Rental Contract rather than a Custody Contract shall be brought about in cases where a parking space in the hotel garage or on the hotel car park is made available to the Guest, even if for a fee. The Hotel shall not be under any obligation to provide surveillance. This shall apply also to the Hotel's drive and the entranceway to the Hotel's garage. If any motor vehicles parked or manoeuvred on the Hotel grounds, or the contents of such vehicles, are lost or damaged, the Hotel shall not be liable, except where wrongful intent or gross negligence is imputable to the Hotel, its statutory representatives or its authorised agents. In such case, any claim for loss shall be asserted in relation to the Hotel forthwith, however no later than upon departure from the Hotel grounds.

8. Wake-up requests shall be carried out by the Hotel with utmost care. Damage claims in the event of failure to properly carry out a wake-up request shall, except in cases of gross negligence or wrongful intent, be excluded.

9. Messages, mail and merchandise deliveries for Guests shall be handled with care. The Hotel shall deliver, keep safe and - on request and for a fee - forward such items, including (on request) items lost and found. Damage claims shall be excluded, unless based on gross negligence or wrongful intent. After having held such items in safekeeping for one month, the Hotel may charge an appropriate fee and hand over these items to the local lost property office.

10. Damage claims of the Guest shall become statute-barred two years after the Guest acquired knowledge of loss or damage or, regardless of when such knowledge was acquired, no later than three years after the event that brought about loss or damage. This shall not apply to liability for loss arising from mortal injury, physical harm or health damage, or to any other loss based on intentional or grossly negligent breach of duty on the part of the Hotel or a statutory representative or authorised agent of the Hotel.

XI. Final Provisions

1. Amendments or supplements to the contract, the acceptance of applications or these Terms and Conditions for Hotel Accommodation must be in writing. Unilateral amendments or supplements by the customer shall be ineffective.

2. The location of the Hotel's registered office shall be the place of performance and payment.

3. In dealings with merchants, the location of the Hotel's registered office shall be the exclusive place of jurisdiction, also for disputes relating to a cheque or bill of exchange. In cases where a contractual partner does not have a place of general jurisdiction within Germany, the location of the Hotel's registered office shall be deemed to be the place of jurisdiction. However, the Hotel shall be entitled to bring actions or other judicial proceedings also at the Guest's place of general jurisdiction.

4. If any individual provisions of these General Terms and Conditions for Hotel Accommodation are or become ineffective or void, this shall not affect the effectiveness of the other provisions. Moreover, the statutory provisions shall apply.

As of: September 2011