

Hotel Accommodation Contract

General Terms and Conditions

1 SCOPE

1.1 These General Terms and Conditions apply to contracts for renting hotel rooms for accommodation, other services rendered for the Client in this context and supplies by the Hotel (hotel accommodation contract). "Hotel Accommodation Contract" includes and replaces the following terms: lodging, guest accommodation, hotel and hotel room contract.

1.2 The Hotel's previous approval in writing is required for sub-renting hotel rooms and using them for purposes other than accommodation, whereby sec. 540 para. 1 sent. 2 of the German Civil Code (*BGB [Bürgerliches Gesetzbuch]*) is hereby waived, unless the Client is no consumer.

1.3 The Client's general terms and conditions only apply if this was previously expressly agreed upon.

2 CONTRACT CONCLUSION/PARTNERS, LIMITATIONS

2.1 The Hotel and the Client are contract partners. The Contract is concluded upon the Hotel accepting the Client's application and the Hotel may confirm bookings in text form.

2.2 Claims against the Hotel generally becoming time-barred one year from the legal beginning of the limitation period. Depending on the time of notification, claims for damages become time-barred after five years, unless based on injuries to life, limb, health or freedom which become time-barred after ten years, independent of the time of notification. Limitation period reductions do not apply to claims based on the Hotel's intentional or grossly negligent violations of duties.

3 SERVICES, PRICES, PAYMENT, OFFSETTING

3.1 The Hotel must hold the rooms which the Client booked ready and render contractual services.

3.2 The Client must pay the contractual/valid prices for the provided hotel room and any services which they use. This also applies to third-party services which the Client booked directly or via the Hotel and for which the Hotel makes advance payments.

3.3 Contractual prices include taxes and local charges applicable at the time of contract conclusion. They do not include local charges which the Client, based on municipal law, must pay themselves, such as visitor's taxes. Prices will be adjusted following contract conclusion if statutory value-added tax rates change or if local charges on the services are introduced, changed or abolished. This applies to contracts with consumers only if the period between contract conclusion and fulfilment is more than four months.

3.4 The Hotel may subject their approval of subsequent reductions of the number of hotel rooms, Hotel services or the term of the Client's stay to increases in the price for the rooms and/or for other Hotel services.

3.5 Hotel invoices showing no due date must be fully paid within ten days from receiving the invoice. The Hotel may request the Client at any time to immediately effect any outstanding payments. In the event of arrears, the Hotel may request legal default interest of currently 8% and/or, for legal transactions with consumers, of 5% above the base lending rate; the Hotel may also produce evidence showing additional damage.

3.6 Upon contract conclusion, the Hotel may request reasonable advance payments or collaterals from the Client, such as credit card guarantees. The amount and time of advance payments may be contractually agreed upon in text form. With advance payments or collaterals for holiday packages, legal provisions shall not be affected.

3.7 In legitimate cases, such as the Client being in arrears or the scope being extended, the Hotel may, also after contract conclusion until the beginning of the stay, request advance payments or collaterals in terms of para.

3.6 or increase any contractual advance payments or collaterals up to the full contract price.

3.8 Also, the Hotel may, at the beginning and during the Client's stay, request reasonable advance payments or collaterals in terms of para. 3.6 for existing and future contractual claims, unless they have already been made or provided in terms of para. 3.6 and/or 3.7 above.

3.9 The Client has a right to offset the Hotel's claims only against their undisputed or legally effective claims.

4 WITHDRAWAL BY THE CLIENT (CANCELLATION)/NON-UTILISATION OF HOTEL SERVICES (NO-SHOW)

4.1 The Client may withdraw from the contract with the Hotel only if the contract expressly provides for such right, if a statutory right to withdrawal applies or if the Hotel expressly agrees to contract cancellation. A withdrawal right agreement and a possible contract cancellation approval must be made in text form.

4.2 If the Hotel and the Client agreed upon a deadline for free withdrawal from the contract, the Client may withdraw until that moment without establishing any payment/compensation claims for the Hotel. The Client's right to withdrawal lapses if they fail to exercise this right during the contractual deadline.

4.3 If no right to withdrawal was agreed upon or if this has already lapsed, if no statutory withdrawal right exists and if the Hotel rejects contract cancellation, the Hotel continues to have a claim for the contractual price despite the Client not using the services. However, the Hotel must reduce payments by income from otherwise renting the rooms and by saved expenses. If the rooms are not rented to other guests, the Hotel may deduct lump-sum saved expenses. In this case, the Client must pay at least 90% of the contractual price for overnight stays, including or

excluding breakfast costs, and for holiday packages including third-party services, 70% for half-board contracts and 60% for full-board contracts. The Customer may produce evidence showing that the above claim was established not at all or not to the requested amount.

5 WITHDRAWAL BY THE HOTEL

5.1 If it was agreed that the Client may freely withdraw from the contract within a given period, the Hotel may, during that period, withdraw from the contract if they receive room bookings from other guests and if the Client, following a query from the Hotel with a reasonable period, fails to waive their right to withdrawal.

5.2 If the Client fails to provide advance payments or collateral agreed or requested in terms of para. 3.6 and/or 3.7 after a reasonable grace period granted by the Hotel, the Hotel may also withdraw from the contract.

5.3 The Hotel may withdraw from the contract for legitimate reasons particularly in the following cases:

- force majeure events or other circumstances beyond the Hotel's control making contract fulfilment impossible;
- rooms being booked by culpably providing misleading or false information or by concealing significant facts, such as the Client's identity, credit standing of the purpose of the stay;
- the Hotel having reason to believe that the use of the services impacts on smooth business operations, the safety and the Hotel's reputation without this being within the Hotel's control;
- the purpose and/or the reason of the stay being illegal; or
- a violation of para. 1.2 above.

5.4 Legitimate contract withdrawal by the Hotel does not establish any claims for damages for the Client.

6 ROOM PROVISION AND RETURN

6.1 The Client acquires no claim for the provision of certain rooms, unless this was expressly agreed.

6.2 Booked rooms will be provided to the Client from 3.00 p.m. at the day of arrival; they have no claim for earlier provision.

6.3 At the relevant day of departure, rooms must be vacated by 11.00 a.m. at that latest. After that, the Hotel may request a surcharge for delayed vacation amounting to 50% of the full lodging price (daily rate) if the room is vacated by 3.00 p.m. and to 90% if the room is vacated after 3.00 p.m. This does not establish any contractual claims for the Client and they have the right to produce evidence showing that the Hotel has no claim for usage fees or that such claim is much lower.

7 LIABILITY OF THE HOTEL

7.1 The Hotel is liable only for damage within their control resulting from injuries to life, limb or health. Also, the Hotel is liable for other damage based on intentional or grossly negligent violations of the Hotel's duties and/or such violations of the Hotel's duties typical of such contracts. Violations of the Hotel's representatives or vicarious agents are deemed violations of the Hotel. Unless otherwise provided under sec. 7,

any other claims for damages are excluded. In the case of Hotel services disruptions or defects, the Hotel will take efforts to remove them once this comes to the Hotel's attention or once the Client notifies it thereof. The Client must reasonably cooperate to remove disruptions and to minimise damage resulting from this.

7.2 The Hotel's liability for objects which the Client brought along is subject to valid legal provisions and the Hotel recommends to use the hotel/room safe. If the Client intends to store money, securities and precious objects with a value of more than EUR 800.00 or any other objects with a value of more than EUR 3,500.00, a separate storage contract with the Hotel is required.

7.3 To the extent the Client is provided with a parking space at the Hotel garage/car park, also against payment, this does not establish a storage contract with the Hotel. If vehicles parked/shunted at the Hotel property are stolen or damaged, the Hotel is liable only in terms of para. 7.1 sent. 1 through 4 above.

7.4 The Hotel will perform wake-up calls with utmost care. Messages, letters and goods deliveries for the Client will be treated with diligence. The Hotel delivers, stores and – upon request – forwards them against payment, whereby the Hotel is liable only in terms of para. 7.1 sent. 1 through 4 above.

8 FINAL PROVISIONS

8.1 Amendments of and supplements to the contract, contract acceptance and these General Terms and Conditions must be made in text form; unilateral amendments and supplements by the Client are invalid.

8.2 The place of fulfilment, payment and jurisdiction – also for cheque and draft disputes – concerning commercial transactions is Waldhotel Stuttgart GmbH, Guts-Muths-Weg 18, 70597 Stuttgart-Degerloch. Should the Client fulfil the requirements of sec. 38 para. 2 of the German Code of Civil Procedure (*ZPO* [*Zivilprozessordnung*]) and have no venue in Germany, Waldhotel Stuttgart GmbH, Guts-Muths-Weg 18, 70597 Stuttgart-Degerloch is the venue.

8.3 German law applies; the CISG and international private law provisions are hereby excluded.

8.4 If individual provisions of these General Terms and Conditions are or become ineffective, this does not affect the validity of the remaining provisions; the legal provisions apply to any other matter.

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