

## General Terms and Conditions for Hotel Accommodation Contracts

### Applicability

1. The present terms and conditions apply to contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel for the customer.
2. The prior written consent of the hotel is required if rooms provided are to be sublet or rented to other parties or used for other than lodging purposes.
3. The customer's terms and conditions apply only if so agreed in advance

### Conclusion of contract: parties, liability, limitation period

1. The contract is made when the hotel accepts the customer's application. At its own discretion, the hotel may confirm the room reservation in writing.
2. The parties to the contract are the hotel and the customer. If a third party placed the order, then that party shall be liable vis-à-vis the hotel accommodation contract as joint and several debtor with the customer, insofar as the hotel has a corresponding statement by the third party.
3. The hotel shall be liable for its obligations undertaken in the contract. In non-typical performance areas. Its liability is limited to cases of intent and gross negligence.
4. Any and all claims by the customer shall be time-barred after six months.
5. The above limitation of liability and brief limitation period apply to the hotel's benefit even if obligations are violated during actions leading up to the contract and in case of positive violation of contract duties.

### Performances, rates, payment set-off

1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed performances.
2. The customer is obligated to pay the applicable or agreed hotel rates for rooms provided and for other services used. This also applies to the hotel's services and outlays to third parties caused by the customer.
3. The agreed rates include applicable value-added tax as required by law. If the period between conclusion and fulfillment of contract exceeds four months, and if the rate generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed rate to a reasonable extent, but not more than ten percent.
4. Moreover, the hotel may change rates if the customer later wishes to make changes in the number of reserved rooms, the hotel's services, or the length of guests' stay, and the hotel consents to such changes.
5. Hotel bills not showing a due date are payable in full within twenty-one days of receipt. At any time, the hotel is entitled to call in accrued amounts owed and require immediate payment. In case of delayed payment, the hotel is entitled to charge interest at a rate five points over the current discount rate of German Bundesbank. The customer and hotel reserve the right to show evidence of lower and higher damages respectively.

6. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of contract or thereafter, observing the legal provisions for package tours. The amount of advance payment and payment dates may be agreed in writing in the contract.
7. The customer may set off or reduce a claim by the hotel only against an undisputed claim or one that has been adjudicated finally and absolutely.

### Rescission by customer (cancellation)

1. Rescission by the customer of the contract concluded with the hotel requires the hotel's written consent. If it is not given, then the rate agreed in the contract must be paid even if the customer does not avail himself of contractual services. This does not apply in cases of delayed performance for which the hotel is at fault.
2. To the extent the hotel and customer agreed in writing upon a date for rescinding the contract, the customer may rescind the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of rescission expires if he does not exercise this rescission right in writing vis-à-vis the hotel by the agreed date, to the extent there is no delay in performance by the hotel or if impossibility of performance by the hotel for which the hotel is at fault.
3. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses.
4. At its discretion, the hotel may require flat-rate compensation from the customer for damages incurred. The customer is then obligated to pay 90 percent of the contractually agreed rate for lodging with or without breakfast, 70 percent for room and half-board, and 60 percent for room and full-board arrangements. The customer is at liberty to show that no damages were incurred or that the damages incurred by the hotel were lower than the flat-rate amount charged.

### Rescission by hotel

1. To the extent a right of rescission within a certain period was agreed in writing for the customer, the hotel is entitled for its part to rescind 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 rescission when asked by the hotel.
2. If an agreed advanced payment is not made even after a reasonable grace period set by the hotel with warning of rejection has expired, then the hotel is likewise entitled to rescind the contract.
3. Moreover, the hotel is entitled to effect extraordinary rescission of the contract for materially justifiable cause, for example if
  - force major or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;

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- rooms are reserved with misleading or false information regarding major facts, such as the identity of the customer or the purpose;
  - the hotel has justified 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 organization.
4. There is a violation of cause II above.
  5. The hotel must notify the customer without delay that it is exercising its right of rescission.
  6. The customer can derive no right to compensation from justified rescission by the hotel.
5. Wake-up calls are carried out by the hotel with the greatest possible diligence. Damage compensation claims are precluded hereby, excepting cases of gross negligence or intentional acts.
  6. Messages, mail and merchandise deliveries for guests are handled with care. The hotel will deliver, hold and for a fee forward such items (on request). Damage compensation claims are precluded hereby, excepting cases of gross negligence or intentional acts.
  7. The use of the WLAN connection is at your own responsibility. By using the WLAN connection of the hotel, the user declares that he/she does not violate the rights of others (e.g. copyrights, etc.). In case of rights violations solely the user is liable. The user indemnifies the hotel from third party claims.

#### Room availability, delivery and return

1. The customer does not acquire the right to be provided specific rooms.
2. Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 12:00 noon on the agreed departure date. After that time, the hotel may charge 50 percent of the full accommodation rate (list price) in addition to damages so incurred for the additional use of the room until 5:00 p.m. (after 5:00 p.m.: 100 percent). The customer is at liberty to show the hotel that is incurred no or much lesser damages.

#### Liability of the hotel

1. The hotel assumes liability for the due care and diligence of a prudent merchant. However, its liability is limited in non-typical service areas to performance defects, damage, consequential damage and disruption resulting from intent or gross negligence on the part of the hotel. Should disruptions or defects occur in the hotel's services, the hotel will endeavour to provide relief when it becomes aware of this or upon the customer's immediate notification of the defect. The customer undertakes to contribute reasonable assistance in remedying the disruption and minimizing any possible damage.
2. The hotel's liability toward the customer for property introduced to the hotel is in accordance with the statutory provisions, i.e. up to one hundred times the room rate, not exceed EUR 3.500,00 and up to EUR 800,00 for cash and valuables. Cash and valuables up to a maximum value of EUR 800,00 (insured amount) may be stored in the hotel safe or room safe. The hotel recommends that guests utilize this possibility. Liability claims expire unless the customer notifies the hotel immediately after learning of the loss, destruction, or damages (Civil Code section 703).
3. Unlimited liability of the hotel is governed by the German statutory provisions.
4. Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property, nor the contents thereof, excepting cases of internet or gross negligence. This also applies to those employed by the hotel.

#### Energy

The hotel is not allowed to resale energy to third parties. Therefore we are not providing any charging stations for electric vehicles.

#### Final provisions

1. Changes and amendments to the contract, the acceptance of order or these Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral changes and amendments by the customer are not valid.
2. Place of performance and payment is the location of the hotel's registered office.
3. In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotel's registered office have exclusive jurisdiction for commercial traffic. Insofar as a contracting party fulfils the requirements of the section 38, paragraph I, of the German Code of Civil Procedure and does not have a general venue within the country, the courts at the location of the hotel's registered office have jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining shall remain unaffected thereby. The statutory provisions shall also be applicable.

#### Data Protection

1. The GDPR (Datenschutzgrundverordnung, DSGVO (General Data Protection Regulation)) of the European Union will become effective on May 25<sup>th</sup> 2018. The Senator Hotel GmbH & Co.KG will process personal data of natural persons accordantly. (Legal basis Article 6 EU-DSGVO)
2. The privacy policy can be viewed at [www.senatorhotel.de](http://www.senatorhotel.de) or requested from Mr. Lenzen, data protection officer for Senator Hotel GmbH & Co.KG, at +49 451-1504 0 or email [Datenschutz.lbczh@radissonblu.com](mailto:Datenschutz.lbczh@radissonblu.com).

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