

**1. AREA OF APPLICATION**

1.1. These General Business Terms and Conditions apply to contracts on the provision for rental use of stay apartments for lodging and to all other services and supplies provided to the customer by the POHA Operations GmbH (hereinafter referred to as „POHA“) in this connection (Hotel Accommodation Contract). They do not apply to package travel within the meaning of section 651a German Civil Code (BGB). The term “Hotel Accommodation Contract” encompasses and replaces the following terms: lodging, guest accommodation, hotel and hotel room contract.

1.2. The sub-letting or re-letting of the rooms provided for use and the use thereof for any purposes other than those of lodging is subject to the prior consent of POHA in text form, whereby the right to terminate pursuant to section 540 (1) sentence 2 of the German Civil Code (BGB) is excluded.

1.3. General business terms and conditions of the customer shall only be applicable if this has been explicitly agreed in text form.

**2. CONCLUDING THE CONTRACT, CONTRACT PARTIES**

POHA and the customer are the parties to the contract. The contract is concluded by acceptance by POHA of the application made by the customer. If the booking is made via the hotel’s own web page, the contract is concluded by clicking the button “BOOK PAYABLE” confirming the reservation and the customer’s obligation to pay.

**3. SERVICES, PRICES, PAYMENT, OFF-SET**

3.1. POHA is obliged to keep the premises reserved by the customer available and to render the services agreed.

3.2. The customer is obliged to pay the prices of the POHA that are agreed for or applicable to the provision of the premises for use and to other services used by the customer. This also applies to services ordered by the customer either directly or through POHA which are performed by third parties and paid for in advance by POHA.

3.3. The prices agreed are inclusive of the taxes and local taxes applicable at the time when the contract is concluded. They do not include local taxes such as local visitor’s tax [Kurtaxe] which the guest owes himself or herself under local community law.

The prices shall be adjusted accordingly in the event of changes to the statutory value added tax or of the introduction, change or elimination of local taxes on the subject matter of the contract after the contract has been entered into. In the case of contracts with consumers, this only applies if the period of time elapsing between the date of conclusion of the contract and the date of performance of the contract is longer than four months.

3.4. If payment by invoice [Zahlung auf Rechnung] is agreed, payment shall be made within ten days of receipt of the invoice without any deductions being made, unless otherwise agreed.

3.5. When the contract is entered into, POHA has the right to request a reasonable advance payment or security from the customer, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in the contract in text form. The provisions of statute shall apply in the event of late payment by the customer.

3.6. In justified cases, for example if the customer is in arrears in payment or if the scope of the contract is extended, POHA has the right to demand, even after the contract has been concluded up until the time when the residence commences, advance payment or security as set out in subsection 3.5 above or an increase in the amount of the advance payment or security agreed in the contract up to the full amount of the remuneration agreed.

3.7. Further, POHA has the right to request, at the beginning and during the course of the customer’s stay, a reasonable advance payment or security within the meaning of subsection 3.5 above for existing and future claims under the contract, insofar as no such payment or security has already been made or provided pursuant to subsection 3.5 and/or 3.6 above.

3.8. The customer may only offset or net out an undisputed claim or a claim established by final and absolute court decision against a claim of POHA.

3.9. The customer agrees that the invoice may be sent to the customer electronically.

**4. REVOCATION/ TERMINATION (“CANCELLATION”) BY THE CUSTOMER / NO USE OF POHA SERVICES “NO SHOW”**

4.1. In the case of rental use of stay apartments for lodging it is only possible for the customer to unilaterally dissolve this contract concluded with POHA if a revocation right has been explicitly agreed in the respective contract or if there is a statutory revocation right or termination right.

4.2. If in the case of rental use of stay apartments for lodging POHA and the customer has agreed upon a deadline for revocation of this contract free of charge, the customer may revoke this contract up until that date without triggering any claims for payment or damages by POHA. The customer’s revocation right expires if the customer does not exercise this right vis-à-vis POHA in text form by the agreed deadline.

4.3. If in the case of rental use of stay apartments for lodging no revocation right has been agreed or if it has already expired, and if there is no statutory right of revocation or termination either, then POHA retains its entitlement to the remuneration agreed although the service was not used. POHA shall offset income from otherwise letting the premises and saved expenditures. If the premises are not otherwise let, POHA can apply a flat rate for the saved expenditures. In this case the customer is obliged to pay 80% of the contractually-agreed price for overnight accommodation. The customer is at liberty to demonstrate that the above claim did not arise or not in the amount claimed.

**5. REVOCATION BY POHA**

5.1. If it has been agreed that the customer may revoke the contract free of charge within a certain period, then POHA has, for its part, the right to revoke the contract within this period if inquiries are made by other customers relating to the contractually reserved premises and if the customer does not waive its revocation right after a request is made by POHA and a reasonable time period set. This shall apply accordingly if the

customer has been granted an option and if other inquiries are made and the customer is not prepared to make a firm booking after a request is made by POHA and a reasonable time period set.

5.2. POHA also has the right to revoke the contract if an advance payment or security agreed or required in accordance with subsection 3.5 and/or subsection 3.6 has not been paid after an appropriate period of grace set by POHA has expired.

5.3. Further, POHA has the right, for an objectively legitimate reason, to revoke the contract for extraordinary grounds, in particular in the event of

- force majeure or other circumstances for which POHA is not responsible, which render performance of the contract impossible;

- premises and spaces being reserved by culpably providing material facts that are wrong or misleading or by failing to provide material facts; in this context the term material can mean the identity of the customer, the customer’s ability to pay or the purpose of the residence;

- POHA having reasonable grounds to assume that the use of the service can jeopardize the smooth running of the business, the safety or public reputation of POHA without this being attributable to the area of responsibility or organization of POHA;

- the purpose of or the reason for the stay being in violation of the law;

- a breach of subsection 1.2.

5.4. Revocation by POHA that is justified does not give the customer the right to claim damages. If, in the event of revocation under subsection 5.2 or 5.3 above, POHA has a claim for damages against the customer, POHA can claim this as a flat rate. In this case, subsection 4.3 shall apply accordingly.

**6. MAKING THE PREMISES PROVISION HANDOVER AND RETURN**

6.1. The customer does not acquire a right to the provision of specific premises unless this has been explicitly agreed in text form.

6.2. The reserved premises shall be available for use by the customer with effect from 15:00 hours on the agreed date of arrival. The customer has no right to earlier availability.

6.3. The premises shall be vacated and available for use by POHA by 12 PM at the latest on the agreed departure date. After this time, as the premises was vacated late, POHA has the right to charge for the premises use exceeding that which was contractually agreed in an amount of 50% of the full accommodation price up until 06 PM and in an amount of 90% after 06 PM (price as per price list). This does not give rise to contractual rights of the customer. The customer is at liberty to demonstrate that POHA did not acquire a claim for compensation for use or acquired a significantly lower claim.

6.4. Except in case of events, the Customer is also entitled to use the following areas, if available in the object: POHA Space, Outdoor Space, Dining Room, Laundry Room, Art Room, Meditation Room. The shared use of the POHA Office, if available, can be additionally booked for the time of the booking (stay) at a charge.

The aforementioned rooms are to be treated with care and dirt and garbage are to be removed by the customer.

Customers, who have exclusively booked the POHA Office product are only entitled to use the aforementioned rooms from Monday to Friday between 09 AM and 07 PM.

**7. LIABILITY OF POHA**

7.1. POHA is liable for damage which it is accountable for resulting from injury to life, body or health. It is further liable for other damage which is based on an intentional or grossly-negligent breach of duty of POHA or on an intentional or negligent breach of duties of POHA typical of the type of contract [vertragstypischen Pflichten]. Duties typical of the type of contract are those duties which enable the proper execution of the contract altogether and which the customer relies on being performed and is able to rely on being performed. A breach of duty of a statutory representative or person engaged in performance of an obligation of POHA [Erfüllungsgehilfe] is equivalent to a breach of duty of POHA. More far-reaching claims for damages are excluded unless otherwise provided for in this Section 7. If there should be any disruptions or deficiencies in the services of POHA, POHA shall endeavor to remedy this when it has knowledge thereof or upon a complaint being made without undue delay by the customer. The customer is obliged to contribute what it can be reasonably expected to contribute in order to remedy the disruption and minimize possible damage.

7.2. POHA is liable to the customer in accordance with the provisions of statute for items brought with the customer. If the customer wishes to bring with him or her money, securities or valuables valued at over Euro 800 or other property items valued at over Euro 3.500 a separate safekeeping agreement must be entered into with POHA.

7.3. If the customer is provided with a parking space in the garage or in POHA’s parking lot, even if this is for payment, a custody contract is not concluded as a result. If cars parked or driven on the property or the contents thereof are lost or damaged, POHA is only liable in accordance with sentences 1 to 4 of subsection 7.1 above.

**8. FINAL PROVISIONS**

8.1. Alterations and supplements to the contract, to acceptance of the application and to these General Business Terms and Conditions shall be made in text form. Unilateral changes or supplements are ineffective.

8.2. If the customer is a merchant or public law legal entity, the exclusive place of jurisdiction shall be Aachen. POHA can, however, at its election, also bring legal action against the customer at the place of the customer’s registered office. This also applies to customers not covered by sentence 1 above if they do not have their registered office or place of residence in an EU member state.

8.3. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

8.4. In compliance with its statutory obligation POHA points out that the European Union has set up an online platform for the extrajudicial resolution of consumer disputes (“ODR platform”): <http://ec.europa.eu/consumers/odr/>. POHA does not, however,

**The German version of our Terms & Conditions takes precedence over the English version. In case of doubt, the German version shall be taken as reference.**

**GENERAL BUSINESS TERMS AND CONDITIONS FOR HOTEL ACCOMMODATION CONTRACTS (AGBH 8.1)**

participate in dispute resolution proceedings held before consumer dispute resolution bodies.