

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 TERMS AND CONDITIONS FOR ACCOMMODATION CONTRACTS

(VERSION: DECEMBER 2016)

1 SCOPE OF APPLICABILITY

- 1.1 These terms and conditions govern contracts for the rental use of apartments for lodging purposes, as well as all other goods and services rendered by Apartements am Kleeblatt (hereinafter referred to as AHK) to the customer in this context (Accommodation Contract). The term "Accommodation Contract" comprises and replaces the following terms: accommodation, lodging, hotel, hotel room contract.
- 1.2 The AHK's prior consent in written form is required if rooms provided are to be sublet or rented to a third party, or used for other than lodging purposes, whereby section 540, para. 1, sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
- 1.3 The customer's general terms and conditions shall apply only if these are previously expressly agreed.

2 CONCLUSION OF CONTRACT, PARTIES, STATUTE OF LIMITATIONS

- 2.1 AHK and the customer are the contracting parties. The contract shall come into force upon AHK's acceptance of the customer's offer. At its discretion, AHK may confirm the room reservation in written form.
- 2.2 Any claims against AHK shall generally be time-barred 6 months after the commencement of the general statute of limitations period. Damage claims shall be time-barred after five years, dependent on knowledge thereof, insofar as they are not based on claims arising out of harm inflicted on life, limb, physical health or liberty. These damage claims shall be time-barred after ten years, independent of knowledge thereof. 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 AHK.

3 SERVICES, PRICES, PAYMENT, SET-OFF

- 3.1 AHK is obligated to keep the rooms reserved by the customer available and to render the agreed services.
- 3.2 The customer is obligated to pay the agreed or applicable apartment rates for rooms provided and for other services accepted. This also applies to services ordered by the customer directly or via AHK, which a third party provides and AHK disburses.
- 3.3 The agreed prices include all relevant taxes in effect at the time of the conclusion of contract. If the statutory value added tax is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if four months have passed between the conclusion and fulfillment of the contract.
- 3.4 AHK can give its consent to the customer's later request for a reduction of the number of reserved rooms, services of the hotel or the customer's length of stay dependent on the increase of the price for the rooms and/or for the other services.
- 3.5 AHK's invoices not stating a due date are payable without deduction and due within ten days of receipt of the invoice. AHK can demand immediate payment of due debt from the customer. With default of payment, AHK shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 % or, with legal transactions with a consumer, in the amount of 5 % above the base interest rate. AHK reserves the right to prove greater damage.
- 3.6 AHK is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form in the contract. In the event that the contractual partner has no place of residence or domicile in Germany, AHK is entitled to demand a security deposit at the full apartment rental rate.
- 3.7 In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, AHK shall be entitled, also after the conclusion of the contract up to the commencement of the stay, to demand an advance payment or a security within the meaning of the above-mentioned No. 3.6 or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration. In cases payment default, AHK is entitled to terminate any existing contracts and to cease all further and future services for the customer.
- 3.8 Furthermore, AHK shall be entitled, at the commencement and during the customer's stay, to demand a reasonable advance payment or security deposit within the meaning of the above-mentioned No. 3.6 for existing and future accounts receivable from the contract, insofar as such has not already been paid pursuant to the above-mentioned No. 3.6 and/or No. 3.7.
- 3.9 The customer may only set-off, reduce or clear a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

4 WITHDRAWAL BY THE CUSTOMER (CANCELLATION, ANNULMENT) / FAILURE TO USE AHK'S SERVICES (NO SHOW)

- 4.1 The customer can only withdraw from the contract concluded with AHK, if a right of withdrawal was explicitly agreed upon in the contract or if AHK gives its explicit consent to the requested withdrawal. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract must be in written form.
- 4.2 Insofar as AHK and customer have agreed upon a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by AHK. The customer's right of withdrawal shall expire, if they do not exercise their right of withdrawal vis-à-vis AHK by the agreed date.
- 4.3 AHK is entitled to the contractually agreed rate even if the rooms are not used, if a contractual or customer right of withdrawal was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and AHK does not give its consent to the cancellation of the contract. AHK must credit the income from renting the rooms to other parties as well as for saved expenses. If the rooms are not rented otherwise, AHK can demand the contractually agreed rate and assess a lump sum for the saved expenses of the hotel. In this case, the customer is obligated to pay at least 90 % of the contractually agreed rate for lodging. The customer is at liberty to show that the above-mentioned claim was or has not amounted to the demanded sum. Free cancellation, when special rates apply for trade fairs, other events or reduced day rates e.g. for weekly and monthly rental, is not possible.

5 WITHDRAWAL BY AHK

- 5.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, AHK is entitled for its part to withdraw from the contract during this period of time if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereof by the hotel with a reasonable deadline set, does not waive their right of withdrawal.

- 5.2 If an agreed advance payment or an advance payment or a security demanded pursuant to No. 3.6 and/or No. 3.7 is not made even after a reasonable grace period set by AHK has expired, then AHK is likewise entitled to withdraw from the contract.
- 5.3 Moreover, AHK is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if
 - force majeure or other circumstances beyond AHK's control render the fulfillment of the contract impossible;
 - rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
 - AHK has justified cause to believe that use of AHK's services might jeopardize the smooth operation of AHK, its security or public reputation, without being attributable to AHK's sphere of control or organization;
 - the purpose or the cause of the stay is illegal;
 - there is a breach of the above-mentioned No. 1.2.
- 5.4 The justified withdrawal by AHK constitutes no claims for damages by the customer.

6 ROOM AVAILABILITY, DELIVERY AND RETURN

- 6.1 The customer does not acquire the right to be provided specific rooms insofar as this is not expressly agreed.
- 6.2 Reserved rooms are available to the customer starting at 2:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
- 6.3 AHK must be informed about the time of arrival because AHK is not open permanently. Arrival between 8 p.m. and 8 a.m. must always be co-ordinated with AHK. Claims for damages by the guest, due to non-performance concerning the arrival time, are excluded..
- 6.4 Rooms must be vacated and made available to AHK no later than 10:00 a.m. on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50 % of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m. (after 6:00 p.m.: 90 %). Contractual claims by the customer shall not be established hereby. The customer is at liberty to prove that AHK has no or a much lower claim for charges for use of the room.

7 LIABILITY OF AHK

- 7.1 AHK is liable for harm inflicted on life, limb and physical health. Furthermore, it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation by AHK is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in No. 7 above. AHK accepts no liability for objects and materials not introduced in public areas of the accommodation block. Should disruptions or defects in the performance of AHK occur, AHK shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for them to eliminate the disruption and to keep any possible damage to a minimum. AHK does not accept liability for the loss of valuable objects which have not been deposited securely.
- 7.2 AHK is liable to the customer for property brought into the hotel in accordance with the statutory provisions. AHK recommends not leaving any valuables in the room. If the guest wishes to bring money, securities, stocks, bonds or valuables with a value of more than 800 EUR or other things with a value of more than 2500 EUR, a separate safekeeping agreement is necessary.
- 7.3 Insofar as a parking space is provided to the customer, this does not constitute a safekeeping agreement, even if a fee is exchanged. AHK only assumes liability for loss of or damage to motor vehicles parked or manoeuvred on AHK's property and the contents thereof only pursuant to the preceding No. 7.1, sentences 1 to 4.
- 7.4 Messages, mail, and merchandise deliveries for guests shall be handled with care. AHK will deliver, hold, and, for a fee, forward such items (on request). AHK only assumes liability in accordance with the preceding No. 7, sentences 1 to 4.

8 LIABILITY BY THE CUSTOMER FOR DAMAGES / VIOLATION OF THE NON-SMOKING RULE

- 8.1 The guest is required to handle the kitchenette/home furnishings (like crockery, glasses, pots, pans etc.) with care. The guest has to clean the things regularly.
- 8.2 Damage to any equipment is to be immediately notified to AHK. The client is liable for all damage they (or their attendees) have caused. Loss of entrance keys and/or severe mess will be charged to the client. Damage is to be rectified immediately.
- 8.3 Smoking is not permitted in all public areas of AHK and in all individual apartments, bathrooms and at open window. Clients will be charged €160 to cover the extra cost of cleaning (including ozone treatment) and for any loss of rental income if they violate the 'No Smoking' policy. In such event AHK is entitled to charge the clients' given credit card details with the appropriate amount.

9 FINAL PROVISIONS

- 9.3 Amendments and supplements to the contract, the acceptance of offers or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid.
- 9.4 For commercial transactions the place of performance and payment as well as, in the event of litigation, including disputes for checks and bills of exchange, the exclusive court of jurisdiction is at Wuppertal / Germany. Insofar as a contracting party fulfills the requirements of section 38, para. 2 of the German Code of Civil Procedure (ZPO) and does not have a place of general jurisdiction within the country, the courts at Wuppertal / Germany shall have exclusive jurisdiction.
- 9.5 The contract is governed by and shall be construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and Conflict Law are precluded.
- 9.6 Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.

10 DATA PROTECTION

By concluding an agreement with AHK, guests agree that data generated during the course of the transaction will be saved. Such data is collected, processed and used for the execution of the contractual relationship entered into. Strict confidentiality with all personal data is of paramount importance to the AHK and respected at all times.