

General Terms and Conditions of GHOTEL GmbH

1. Scope of Application and Bases of the Agreement

- 1.1 These General Terms and Conditions – hereinafter “GTC” – shall form an integral part of the agreements with the hotels and the apartment buildings of GHOTEL GmbH, Graurheindorferstr. 35-39, 53111 Bonn – hereinafter “GHOTEL” – for the rental of premises for accommodation, of meeting and event premises and of other rooms (event tents, showcases, areas etc.) for the purpose of carrying out events and for all further services rendered to the Customer. They shall be applicable in relation to natural persons (consumers) and to natural persons or legal entities acting in the performance of their commercial or self-employed professional activities when the order is placed (entrepreneur) – hereinafter “Customer”.
- 1.2 Unless otherwise agreed in these GTC or by individual agreement, especially in the written rental agreement or in the booking confirmation, the prices set out in the current price lists for the hotels and apartment buildings shall be applicable. By receiving these Terms and Conditions without objecting, the Customer agrees to the exclusive applicability of these Terms and Conditions to the contractual relationship.
- 1.3 We hereby object to the applicability of any deviating general terms and conditions of the Customer, also in case they are transmitted to GHOTEL in confirmation letters or in any other way.
- 1.4 Any agreements to sublet or otherwise let the premises on lease or to allow the use of rooms for other purposes than accommodation require the prior written consent of GHOTEL, the provision in sec. 540 (1) sentence 2 BGB (German Civil Code) being inapplicable unless the Customer is a consumer.

2. Formation of Contract, Contractual Partners

- 2.1 The contract with the Customer is formed through the confirmation of reservation by GHOTEL; if this is not possible for reasons of time, when the rooms are made available or other services are provided. Should the contents of the confirmation of reservation deviate from the contents of the booking inquiry, the contents of the confirmation of reservation shall form the contents of the contract unless the Customer objects promptly upon their receipt, but no later than upon acceptance of the services.
- 2.2 The contractual partners are GHOTEL and the Customer. If a third party made the reservation for the Customer, he shall be liable to GHOTEL together with the Customer as a joint and several debtor for all obligations arising from the contract which is concluded.

3. Services, Prices, Payment, Set-Off

- 3.1 GHOTEL is obliged to make available the rooms booked by the Customer and to perform the agreed services.
- 3.2 The Customer is obliged to pay the applicable or agreed prices of GHOTEL for the availability of the rooms and for the further services rendered to him. The same goes for the services and outlays to third parties made by GHOTEL on behalf of the Customer.
- 3.3 The agreed prices include the statutory value added tax. If the VAT rate changes by the day on which a service is rendered, the agreed prices shall change accordingly; GHOTEL has the right to demand additional payment for any increased VAT. If the time period between the conclusion of the contract and the performance of the contract exceeds four months, and the price charged by GHOTEL generally for such services increases, GHOTEL can reasonably increase the contractually agreed price, but by no more than 5%. For every further year between the conclusion of the contract and its performance after four months, the upper limit shall rise by a further 5%.
- 3.4 The prices can also be changed by GHOTEL if the Customer subsequently desires a change of the number of rooms booked, of other services or of the duration of the stay by the guests, and if GHOTEL agrees thereto.
- 3.5 The agreed prices as well as any expenses incurred are due and payable without any deduction immediately after receipt of the invoice. In the event of default in payment, GHOTEL has the right to demand payment of the statutory default interest in the current amount of 8% or, in the case of a legal transaction involving a consumer, 5% above the base interest rate. GHOTEL reserves the right to prove greater damage. For every reminder during any time of default, the Customer must pay a reminder fee of € 5 to GHOTEL. All further collection costs shall be borne by the Customer.
- 3.6 GHOTEL has the right to demand reasonable advance payment or security at the time of the conclusion of the contract or thereafter, taking account of the legal provisions for package trips. The amount of the advance payment and the payment dates can be agreed on in writing in the contract.
- 3.7 The Customer may set off claims from the claims of the hotel, or reduce payments, only if his claims are undisputed or have been awarded by final and non-appealable judgement.

4. Cancellation by the Customer (Cancellation of the Reservation / No Show)

- 4.1 Any cancellation by the Customer of the contract concluded with GHOTEL is excluded. The cancellation of the contract concluded with GHOTEL requires the written consent of GHOTEL. If this is not given, the contractually agreed price must be paid even if the Customer does not benefit from the contractual services.
- 4.2 If a date was agreed on in writing between GHOTEL and the Customer for the cost-free cancellation of the contract, the Customer can cancel the contract until then without giving GHOTEL any payment or damage claims. The Customer's cancellation right becomes extinct if he does not exercise his cancellation right in writing to GHOTEL by the agreed date.
- 4.3 For services not claimed by the Customer, GHOTEL must give the Customer credit for the income from otherwise renting out the premises and for the saved expenses.
- 4.4 GHOTEL shall be free to demand the contractually agreed remuneration and to deduct a lump sum for saved expenses. In this case, the Customer is obliged to pay at least 80% of the contractually agreed price for the overnight stay(s), with or without breakfast, and for events or, as the case may be, 70% for half pension and 60% for full pension arrangements.
- 4.5 The Customer shall be free to prove that the claim referred to above does not exist at all or not in the amount claimed.

5. Cancellation by GHOTEL

- 5.1 If a cost-free cancellation right for the Customer within a certain period was agreed on in writing, GHOTEL shall also have the right within this time to cancel the contract, provided other customers have inquired for the contractually reserved rooms and the Customer does not waive his cancellation right at the request of GHOTEL. The same shall apply if an option is granted, if there are other inquiries, and the Customer is not prepared in response to a request by GHOTEL to make a firm reservation within a period fixed by GHOTEL. Firm reservation means in this case that a contract is formed on that day and the originally agreed cost-free cancellation period is no longer effective.
- 5.2 If an advance payment agreed on, or demanded pursuant to 3.6 above, is not made even after a reasonable additional deadline fixed by the hotel, GHOTEL shall also have the right to cancel the agreement.
- 5.3 GHOTEL can terminate the contract without notice on objectively justified grounds, for example if
 - 5.3.1 force majeure or other circumstances which GHOTEL is not responsible for make the performance of the agreement impossible,
 - 5.3.2 misleading or wrong information regarding important facts, e.g. the Customer's identity or the purpose of the reservation, is given when rooms are reserved,
 - 5.3.3 the Customer culpably fails to perform an essential contractual duty incumbent upon him or his duty to make an agreed advance payment or to pay for some other claim, in spite of maturity and a reminder,
 - 5.3.4 insolvency or composition proceedings are instituted in respect of the Customer's assets, an application for the institution of such proceedings is rejected for lack of assets, or the Customer affirms in lieu of an oath the completeness and correctness of a list of his assets and income,
 - 5.3.5 GHOTEL has reason to believe that the performance of the contractual services to the Customer can endanger the smooth business operations, the safety or reputation of GHOTEL, unless GHOTEL is responsible for this,
 - 5.3.6 there is a violation of Clause 1.4.
- 5.4 In the event of a justified cancellation by GHOTEL, the Customer shall have no damage claims.
- 5.5 GHOTEL can stop unauthorized job interviews, sales and similar events, or demand that they be stopped.
- 5.6 If, in the event of cancellation pursuant to nos. 5.2, 5.3 and 5.5 above, GHOTEL has a damage claim against the Customer, GHOTEL can demand a lump sum. Clause 4.4 sentence 2 and 4.5 shall apply analogously.

6. Availability of the Rooms

- 6.1 The Customer is not entitled to demand that certain rooms or premises be made available.
- 6.2 Reserved rooms will be available to the Customer from 2 p.m. on the agreed arrival date. The Customer is not entitled to any earlier availability. Unless a later arrival time is expressly agreed on, or advance payment for the room is made, GHOTEL reserves the right to pass on reserved rooms without entitling the Customer to derive compensation claims from this.
- 6.3 On the agreed departure day, the rooms must be made available to GHOTEL clear and free by 11 a.m. If the Customer does not ensure that the rooms will be available by that time by vacating the room, GHOTEL can demand payment of the full price for the further day. Further damage claims shall remain unaffected for GHOTEL by payment of the price for the room. If GHOTEL is obliged because of the belated evacuation of the premises to arrange for accommodation for guests in another hotel, the Customer shall bear all costs incurred for this. No contractual claims shall be constituted thereby for the Customer. He shall be free to prove that GHOTEL has no claim, or only a far smaller claim, to compensation for use.

7. Liability

- 7.1 GHOTEL shall be liable for the performance of its obligations under the agreement with the due care of a prudent businessman. All damage claims shall be excluded for the Customer. Exempt from this is any damage caused by loss of life or personal injury, if GHOTEL is responsible for the breach of duty, other damage arising from an intentional or grossly negligent breach of duty by GHOTEL, and damage based on an intentional or negligent violation of typical contractual duties by GHOTEL. Any breach of duty by a legal representative or vicarious agent shall constitute a breach of duty by GHOTEL. In the event of a disruption or defect affecting the services of GHOTEL, GHOTEL shall endeavour to remedy the situation upon taking note thereof or upon the Customer's prompt complaint. The Customer is obliged to do everything reasonable to remedy the defect and to keep any possible damage as low as possible.
- 7.2 GHOTEL is liable to the Customer for things brought in according to the statutory provisions, i.e. up to one hundred times the price for the room, but no more than € 3,500, and for money, securities and valuables up to € 800, provided they were kept in a locked safe. The Customer has no liability claims if he fails to promptly inform GHOTEL after he becomes aware of a loss, destruction or damage (sec. 703 BGB). GHOTEL shall be liable only if the rooms or containers in which the things were located were locked.
- 7.3 If a parking place is made available to the Customer in a hotel/apartment building parking garage or on an outside hotel/apartment building parking area of GHOTEL, no contract for the safekeeping of the car by GHOTEL shall be formed thereby, even if the parking place is provided for a fee. If motor vehicles parked or moving on the hotel/apartment building premises of GHOTEL and their contents are lost or damaged, GHOTEL shall not be liable. GHOTEL has no duty of supervision. Sentences 2 to 4 of number 1 above shall apply analogously. GHOTEL must be informed promptly of any damage.
- 7.4 The use of leisure facilities in the hotels and apartment buildings of GHOTEL, e.g. saunas, sports rooms, shall be at the Customer's own risk.
- 7.5 Anything belonging to the Customer which is left behind will be sent to the Customer only at his request, risk and expense. GHOTEL shall keep the things for three months; thereafter they shall be delivered to the local lost and found office, provided they have a recognizable value. If there is no recognizable value, GHOTEL reserves the right to destroy such things after the expiry of the three-month period.

8. Limitation

All contractual claims against GHOTEL shall be time-barred one year after the beginning of the statutory limitation period. Damage claims shall be time-barred after five years regardless of knowledge. The shorter limitation periods shall not apply to claims arising from an intentional or grossly negligent breach of duty by GHOTEL.

9. Other Provisions

- 9.1 Any oral side agreements as well as the exclusion, amendment of and/or addition to these Terms and Conditions must be explicitly acknowledged in writing by GHOTEL to be effective. The same applies to any waiver of this written-form requirement.
- 9.2 Any assignment of rights by the Customer requires the prior written consent of GHOTEL.
- 9.3 The exclusive place of jurisdiction – also for disputes involving cheques and bills of exchange – is Bonn for commercial transactions. Insofar as a contracting party fulfils the preconditions of sec. 38 (2) ZPO (German Code of Civil Procedure) and there is no general place of jurisdiction in Germany, the place of jurisdiction is Bonn.
- 9.4 German law shall be applicable exclusively. The applicability of UN sales law and of private international law is excluded.
- 9.5 Should any provision of these General Terms and Conditions be ineffective or invalid, the validity of the remaining provisions shall not be affected thereby. Other than that, the provisions of the law shall apply. The parties undertake to replace the invalid provision by a valid one which most effectively serves the purpose and intent of the invalid provision.