

## **General Terms and Conditions of Business of Bold Hotel Giesing**

### **Section 1 Scope of application**

(1) The General Terms and Conditions of Business shall govern contracts for the rental use of hotel rooms for accommodation purposes as well as all other goods and services rendered to the Customer by Bold Hotels – hereinafter referred to as the Hotel. These General Terms and Conditions are put up in a prominent place in every Bold Hotel. This fact alone shall be deemed sufficient to adequately inform the customers, the parties to the rental agreement and third parties in accordance with the provisions of the BGB [German Civil Code].

(2) The sub-letting or re-letting of the rooms provided as well as their use for other than accommodation purposes shall be subject to the prior written consent of the Hotel, with Section 540 Clause 1 Sentence 2 BGB being waived if the Customer is not a consumer.

(3) The Customer's general terms and conditions shall only apply if this has been expressly agreed in writing beforehand.

### **Section 2 Conclusion of contract, parties to the contract, period of limitation**

(1) The contract shall come into force by the Hotel accepting the Customer's reservation. This means that a hotel accommodation contract is concluded once the Hotel verbally accepts the Customer's reservation by phone. The Hotel is at liberty to confirm the room reservation in writing.

(2) The parties to the contract are the Hotel and the Customer. If a third party has made the reservation on behalf of the Customer, that third party shall be liable vis-à-vis the Hotel for all obligations arising from the hotel accommodation contract as joint and several debtor together with the Customer, insofar as the Hotel has a corresponding declaration of the third party.

(3) As a general rule, the period of limitation for the Customer's claims shall be governed by the statutory provisions. Notwithstanding Section 195 BGB, the period of limitation for all claims made by the Customer shall be 1 year, except for claims on account of a defect in the cases stipulated in Section 438 Clause 1 No. 2 and Section 634a Clause 1 No. 2 BGB. Notwithstanding Section 199 Clause 3 No. 1 BGB and Section 199 Clause 4 BGB, claims for compensation and other claims shall expire within 5 years starting from their emergence, irrespective of knowledge or grossly negligent lack of knowledge. The foregoing exceptions shall not apply if the Hotel can be blamed for wilful intent. As a general rule, all claims against the Hotel shall expire within 1 year starting from the beginning of the knowledge-dependent regular period of limitation pursuant to Section 199 Clause 1 BGB. Claims for compensation shall expire within 5 years, irrespective of knowledge. The reduction of the limitation periods shall not apply to claims that are based on wilful or grossly negligent breach of an obligation on part of the Hotel.

### **Section 3 Services, rates, payment, offset**

(1) The Hotel shall be obliged to keep the rooms reserved by the Customer available and render the agreed services.

(2) The Customer shall be obliged to pay the applicable or agreed rates for the rooms provided and any further services used. This shall also apply to the Hotel's services and outlays to third parties caused by the Customer.

(3) The agreed rates include the applicable statutory value-added tax.

(4) The Hotel shall be entitled to adapt the rates if the Customer wishes to change the number of reserved

rooms, the Hotel's services or the duration of the guests' stay at a later point and the Hotel consents to such changes.

(5) Unless advance payment has been agreed, such as in particular pursuant to Section 4 Items 3 a) to e), the Hotel's invoices not showing a due date shall be payable in full within 8 days of receipt. The Hotel shall be entitled at any time to make accumulating accounts receivable due and payable and demand immediate payment. In the event of default of payment, the Hotel shall be entitled to demand the respective applicable statutory default interest currently amounting to 8% or, for legal transactions with a consumer, amounting to 5% above the base interest rate. The Hotel reserves the right to prove greater damage.

(6) The Hotel shall be entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and the payment dates may be agreed in writing in the contract.

(7) The Customer may only set off or reduce a claim of the Hotel against an uncontested, legally established claim.

#### **Section 4 Withdrawal, cancellation, annulment / failure to use the Hotel's services (no-show)**

(1) Insofar as the Hotel and the Customer have agreed in writing upon a date for free-of-charge withdrawal from the contract, the Customer may withdraw from the contract up to that date without incurring claims for payment or compensation on part of the Hotel. If the Customer fails to withdraw from the contract or cancel the reservation in time, the contractually agreed rate must be paid even if the Customer does not avail himself of the contractual services. This shall not apply in the event that the Hotel is in breach of the obligation to take account of the Customer's rights, objects of legal protection and interests, resulting in the fact that the Customer can no longer be reasonably expected to adhere to the contract or another statutory or contractual right of withdrawal exists.

(2) The Customer's right of withdrawal shall expire if he fails to exercise his right of withdrawal in writing vis-à-vis the Hotel by the agreed date, insofar as no case of withdrawal pursuant to Clause 1 Sentence 3 exists.

(3) Unless expressly agreed otherwise between the Hotel and the Customer, the following terms of payment and cancellation shall apply:

##### **a.) Standard daily rate**

###### **Cancellation/Change:**

Free-of-charge cancellation or change is possible in writing until 6:00 p.m. on the date of arrival. In the event of later cancellation, change or no-show, 90% of the accommodation rate for the first night will be charged.

During the stay, cancellation or change is possible in writing with a notice period of 1 day. In the event of departure before expiry of the notice period, the nights from the date of departure to the end of the notice period will be charged with 90% of the accommodation rate.

Breakfast services that were booked but not used will be fully reimbursed.

Payment: 100% advance payment no later than upon arrival.

##### **b.) Standard weekly rate**

###### **Cancellation/Change:**

Free-of-charge cancellation or change is possible in writing up to 2 days before arrival. In the event of later cancellation, change or no-show, 90% of the accommodation rate for the first two nights will be charged.

During the stay, cancellation or change is possible in writing with a notice period of 2 days. In the event of departure before expiry of the notice period, the nights from the date of departure to the end of the notice period will be charged with 90% of the accommodation rate.

Breakfast services that were booked but not used will be fully reimbursed.

Payment: 100% advance payment no later than upon arrival.

##### **c.) Standard monthly rate**

###### **Cancellation/Change:**

Free-of-charge cancellation or change is possible in writing up to 14 days before arrival. In the event of later cancellation, change or no-show, 90% of the accommodation rate for the first 14 days will be charged. During the stay, cancellation or change is possible in writing with a notice period of 14 days. In the event of departure before expiry of the notice period, the nights from the date of departure to the end of the notice period will be charged with 90% of the accommodation rate.

Breakfast services that were booked but not used will be fully reimbursed.

Payment: 100% advance payment no later than upon arrival.

d.) Trade fair rate

Cancellation/Change:

Free-of-charge cancellation or change is possible in writing up to 14 days before arrival. In the event of later cancellation or no-show, 90% of the full accommodation rate will be charged. In the event of a shorter stay, 90% of the accommodation rate for the period by which the stay is shortened will be charged. In the event of earlier departure, 90% of the accommodation rate for the remaining nights will be charged.

Breakfast services that were booked but not used will be fully reimbursed.

Payment: 100% advance payment no later than 14 days before arrival.

e.) HD rate

Cancellation/Change:

Free-of-charge cancellation or change is no longer possible after reservation. In the event of cancellation, change or no-show, 90% of the full accommodation rate will be charged. In the event of earlier departure, 90% of the accommodation rate for the remaining nights will be charged.

Breakfast services that were booked but not used will be fully reimbursed.

Payment: 100% advance payment immediately after reservation.

(3) If rooms are not used by the Customer, any income from renting the rooms to other parties and any saved expenses shall be credited against the accommodation rate payable.

(4) The Hotel is at liberty to demand the contractually agreed accommodation rate and make flat-rate deduction for saved expenses. In this case, the Customer shall be obliged to pay at least 90% of the contractually agreed accommodation rate with or without breakfast.

(5) The Customer is at liberty to prove that the above-mentioned claim was not created or not in the amount demanded.

### **Section 5 Hotel's right of withdrawal**

(1) If an agreed advance payment is not made, the Hotel shall be entitled to withdraw from the contract.

(2) Furthermore, the Hotel shall be entitled to withdraw from the contract without notice for good cause e.g. in the event that

- force majeure or other circumstances for which the Hotel is not responsible make it impossible to fulfil the contract;
- rooms are reserved with misleading or false information regarding material facts such as the identity of the Customer or the purpose;
- the Hotel has justified reason to believe that the use of the Hotel's services might jeopardise the smooth business operations, the security or the public reputation of the Hotel, without this being attributable to the Hotel's sphere of control or organisation;
- Section 1 Clause 2 is breached.

(3) If the Hotel's withdrawal is justified, the Customer may not claim compensation for damages.

### **Section 6 Provision, handover and return of rooms**

(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 date of arrival.

(3) The Customer is not entitled to earlier availability.

(4) Rooms must be vacated and returned to the Hotel by 11:00 a.m. on the agreed date of departure. In the event that the room is used beyond the contractually agreed period, the Hotel may charge 50% of the full accommodation rate (list price) until 6:00 p.m. and 100% after 6:00 p.m. on account of delayed checkout. This shall not establish any contractual claims of the Customer. The Customer is at liberty to prove that the Hotel has no or considerably less entitlement to a user fee.

### **Section 7 Hotel's liability**

(1) The Hotel's liability for its own faults and faults on part of its agents – no matter on what legal grounds, however, subject to Section 7 Clause 1 Sentence 2 – shall be limited to wilful intent and gross negligence. This limitation of liability shall not apply to claims arising from product liability, a guarantee assumed by the Hotel as well as claims arising from injury to life, limb or health and a breach of so-called cardinal obligations,

i.e. obligations the discharge of which is indispensable for achieving the contractual purpose and the discharge of which the Customer can rely on. In the latter case, however, the liability shall be limited to compensation for foreseeable, typically occurring average damages. In the event of disruptions or defects in the Hotel's services, the Hotel shall act to remedy such upon obtaining knowledge of them or upon immediate objection by the Customer. Within reasonable limits, the Customer shall be obliged to contribute to eliminating the disruption and keeping any potential damage at a minimum.

(2) The Hotel is not a safekeeper of any property brought into the hotel room by guests and shall not be liable for its fate. This shall particularly apply to so-called valuable property.

It is expressly pointed out that the Hotel offers no storage facilities such as a room safe, hotel safe or any other storage area. Property left behind in generally accessible hotel areas and rooms, in the hotel lounge or in technical facilities, shall not be deemed brought-in property either. Guest shall bear the risk for any property they bring into the hotel. The Hotel is also not a safekeeper of luggage such as suitcases, bags or the like that are left behind in the hotel after vacating the rooms, also in suitcase storage areas intended for this purpose, and picked up later.

(3) Insofar as a parking space is provided to the Customer in the hotel garage or a hotel parking lot, this shall 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 premises or the contents thereof, except in cases of wilful intent or gross negligence.

### **Section 8 Final provisions**

(1) Any modifications and amendments to the contract, the acceptance of reservations or these General Terms and Conditions for Hotel Accommodation must be made in writing. Unilateral modifications or amendments made by the Customer shall be ineffective.

(2) The place of performance and payment shall be the Hotel's place of business.

(3) The exclusive place of jurisdiction for commercial transactions – also for disputes regarding cheques and bills of exchange – shall be the Hotel's place of business. Insofar as a party to the contract fulfils the requirements of Section 38 Clause 2 ZPO [German Code of Civil Procedure] and has no general jurisdiction within Germany, the place of jurisdiction shall be the Hotel's place of business.

(4) German law shall apply. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the provisions on conflict of laws shall be excluded.

(5) Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall not be affected. Otherwise, the statutory provisions shall apply.

### **BOLD Hotels**

Aschauer Straße 12  
81549 Munich

#### **HEADQUARTERS**

Telefon: +49 (0)89-2000 159 2200  
Fax: +49 (0)89-2000 159 2290  
E-Mail: [info@bold-hotels.com](mailto:info@bold-hotels.com)

#### **RESERVATION**

Telefon: +49 (0)89-2000 159 2244  
Fax: +49 (0)89-2000 159 2255  
E-Mail: [booking@bold-hotels.com](mailto:booking@bold-hotels.com)

[www.bold-hotels.com](http://www.bold-hotels.com)