

## Allgemeine Geschäftsbedingungen / Terms and Conditions

### Allgemeine Geschäftsbedingungen der Adina Apartment Hotels in Deutschland

- Adina Apartment Hotel Berlin Checkpoint Charlie
- Adina Apartment Hotel Berlin Mitte
- Adina Apartment Hotel Berlin Hackescher Markt
- Adina Apartment Hotel Leipzig
- Adina Apartment Hotel Frankfurt Westend
- Adina Apartment Hotel Frankfurt Neue Oper
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## Allgemeine Geschäftsbedingungen Adina Germany Holding GmbH & Co. KG für Hotelaufnahmeverträge

### **I. Geltungsbereich**

1. Diese Geschäftsbedingungen gelten für Verträge über die mietweise, der Beherbergung dienenden Überlassung von Hotelzimmern des jeweiligen im Vertrag bezeichneten Unternehmens der Adina Gruppe die das jeweils vertragsgegenständliche Hotel („Hotel“) betreibt sowie für alle weiteren Leistungen des Hotels für den Kunden.
2. Jede Unter- oder Weitervermietung der überlassenen Räumlichkeiten, jede Nutzung der überlassenen Hotelzimmer zu anderen als Beherbergungszwecken (wie z.B. öffentlichen Einladungen oder sonstigen Werbemaßnahmen, zu Vorstellungsgesprächen, zu Verkaufs- oder anderen kommerziellen Veranstaltungen) sowie jede Nutzung von Räumlichkeiten oder Flächen des Hotels außerhalb der angemieteten Räume für die vorgenannten oder ähnliche Veranstaltungen bedürfen der vorherigen schriftlichen Zustimmung des Hotels und können von der Zahlung einer zusätzlichen Vergütung abhängig gemacht werden. § 540 Abs. 1 Satz 2 BGB findet keine Anwendung, sofern der Kunde nicht Verbraucher ist.
3. Die Beherbergung erfolgt zur Deckung eines vorübergehenden Wohnbedarfs aus besonderem Anlass. Die Beherbergung erfolgt nicht zur Deckung des allgemeinen Wohnbedarfs und Einrichtung des dauerhaften Lebensmittelpunktes mangels anderweitiger Bleibe. Diese verbleibt an der vom Kunden angegebenen Meldeadresse.
4. Geschäftsbedingungen des Kunden finden nur Anwendung, wenn dies vorher ausdrücklich schriftlich vereinbart wurde.

### **II. Vertragsschluss, Partner und Verjährung**

1. Der Vertragsschluss kommt durch die Annahme des Antrags des Kunden durch das Hotel zustande. Dem Hotel steht es frei, die Zimmerbuchung in Textform zu bestätigen.
2. Bei einem Antrag des Kunden auf Abschluss eines Vertrages über mehr als 10 Übernachtungseinheiten kommt der Vertrag nur bei einer Annahmeerklärung des Hotels in Textform zustande. Weicht diese Annahmeerklärung vom Antrag des Kunden ab, so liegt darin ein neuer Antrag des Hotels, an den das Hotel 5 Werktage gebunden ist, sofern dieser nicht vorher gegenüber dem Kunden widerrufen wird.
3. Hat ein Dritter für den Kunden bestellt, haftet er dem Hotel gegenüber zusammen mit dem Kunden als Gesamtschuldner für alle Verpflichtungen aus dem Vertrag, sofern dem Hotel eine entsprechende Erklärung des Dritten vorliegt.
4. Der Kunde ist verpflichtet, das Hotel unaufgefordert spätestens bei Vertragsabschluss darauf hinzuweisen, sofern die Inanspruchnahme der Hotelleistung geeignet ist, den reibungslosen Geschäftsbetrieb, die Sicherheit oder das Ansehen des Hotels in der Öffentlichkeit zu gefährden.
5. Alle Ansprüche gegen das Hotel verjähren grundsätzlich in einem Jahr ab dem Beginn der kenntnisabhängigen regelmäßigen Verjährungsfrist des § 199 Abs. 1 BGB. Schadensersatzansprüche verjähren kenntnisunabhängig in fünf Jahren. Die Verjährungsverkürzungen gelten nicht bei Schadenersatzansprüchen, die auf einer Verletzung von Leben, Körper und Gesundheit sowie auf vorsätzlichen oder grob fahrlässigen Pflichtverletzungen des Hotels beruhen.

### **III. Leistungen, Preise, Zahlung und Aufrechnung**

1. Der Kunde ist verpflichtet, die für die Zimmerüberlassung und die von ihm in Anspruch genommenen weiteren Leistungen geltenden bzw. vereinbarten Preise des Hotels zu zahlen. Dies gilt auch für vom Kunden veranlasste Leistungen und Auslagen des Hotels an

- Dritte. Die vereinbarten Preise schließen die jeweilige Umsatz- bzw. Mehrwertsteuer ein.
  2. Liegen zwischen Vertragsschluss und Vertragserfüllung mehr als vier Monate und ändert sich die gesetzliche Umsatz- bzw. Mehrwertsteuer in diesem Zeitraum, so werden die Preise entsprechend angepasst.
  3. Überschreitet der Zeitraum zwischen Vertragsschluss und Vertragserfüllung vier Monate und erhöht sich der von dem Hotel allgemein für derartige Leistungen berechnete Preis, so kann das Hotel den vertraglich vereinbarten Preis angemessen, höchstens jedoch um 5 % anheben. Für jedes weitere Jahr zwischen Vertragsabschluss und Vertragserfüllung über die vier Monate hinaus erhöht sich die Obergrenze um weitere 5% Preisänderungen nach Nummer 2 bleiben dabei unberücksichtigt.
  4. Die Preise können von dem Hotel ferner geändert werden, wenn der Kunde nachträglich Änderungen der Anzahl der gebuchten Zimmer, der Leistung des Hotels oder der Aufenthaltsdauer der Gäste wünscht und das Hotel dem zustimmt.
  5. Rechnungen des Hotels sind - sofern nichts anderes vereinbart ist - sofort ab Zugang der Rechnung ohne Abzug fällig und zahlbar. Eine Rechnung gilt spätestens 3 Tage nach Versendung als beim Kunden zugegangen, sofern kein früherer Zugang durch das Hotel oder späterer Zugang durch den Kunden nachgewiesen werden kann.
  6. Sofern nicht anderweitig schriftlich vereinbart, ist das Hotel berechtigt, aufgelaufene Forderungen jederzeit fällig zu stellen und unverzügliche Zahlung zu verlangen. Bei Zahlungsverzug ist das Hotel berechtigt, die jeweils geltenden gesetzlichen Verzugszinsen zu verlangen. Dem Hotel bleibt der Nachweis eines höheren Schadens vorbehalten.
  7. Für jede Mahnung nach Verzugseintritt hat der Kunde Mahnkosten in Höhe von € 5,- an das Hotel zu erstatten. Der Nachweis, dass keine oder nur wesentlich geringere Kosten entstanden seien, steht dem Kunden ausdrücklich frei.
  8. Das Hotel ist vor der Leistungserbringung, bei Vertragsabschluss oder danach, berechtigt, unter Berücksichtigung der rechtlichen Bestimmungen für Pauschalreisen, eine angemessene Vorauszahlung oder Sicherheitsleistung bis zu 100% der voraussichtlichen Zahlungsverpflichtungen zu verlangen. Vor der Leistungserbringung kann das Hotel auch die Vorlage einer gültigen Kreditkarte des Kunden verlangen.
  9. Der Kunde kann nur mit einer unstreitigen oder rechtskräftig festgestellten Forderung gegenüber einer Forderung des Hotels aufrechnen oder mindern.
- ### **IV. Rücktritt des Kunden (Abbestellung, Stornierung) und Nichtinanspruchnahme der Leistung des Hotels**
1. Ein Rücktritt des Kunden von dem mit dem Hotel geschlossenen Vertrag bedarf der schriftlichen Zustimmung des Hotels. Erfolgt diese nicht, so ist der vereinbarte Preis aus dem Vertrag auch dann zu zahlen, wenn der Kunde vertragliche Leistungen nicht in Anspruch nimmt. Dies gilt nicht, soweit dem Kunden aufgrund einer Pflichtverletzung des Hotels ein Festhalten am Vertrag nicht mehr zuzumuten ist oder dem Kunden ein gesetzliches oder vertragliches Rücktrittsrecht zusteht.
  2. Sofern zwischen dem Hotel und dem Kunden schriftlich ein Termin vereinbart wurde, bis zum dem ein kostenfreier Rücktritt vom Vertrag möglich ist, kann der Kunde bis dahin vom Vertrag zurücktreten, ohne Zahlungs- oder Schadensersatzansprüche des Hotels auszulösen. Das Rücktrittsrecht des Kunden erlischt, wenn er nicht bis zum vereinbarten Termin sein Recht zum Rücktritt schriftlich gegenüber dem Hotel ausübt, sofern nicht ein Fall des Rücktritts des Kunden gemäß Nummer 1 Satz 3 vorliegt.

3. Bei vom Kunden nicht in Anspruch genommenen Zimmern hat das Hotel die Einnahmen aus anderweitiger Vermietung der Zimmer sowie die eingesparten Aufwendungen auf die gegenüber dem Kunden geltend gemachten Forderungen anzurechnen.

4. Steht dem Kunden kein vertragliches oder gesetzliches Rücktrittsrecht zu, steht es dem Hotel bei Nichtinanspruchnahme der Leistung frei, die vertraglich vereinbarte Vergütung zu verlangen und den Abzug für ersparte Aufwendungen zu pauschalieren. Bei nicht stornierbaren Buchungen ist der Kunde verpflichtet, in der Regel 100%, jedoch mindestens 90%, des vertraglich vereinbarten Preises für den gesamten Aufenthalt mit oder ohne Frühstück zu zahlen. Bei garantierten Buchungen (kostenlose Stornierung bis 24 Stunden vor Anreise) ist der Kunde verpflichtet, in der Regel 100%, jedoch mindestens 90%, des vertraglich vereinbarten Preises für die erste Nacht des Aufenthaltes mit oder ohne Frühstück zu zahlen. Bei gebuchten Pauschalarrangements mit Fremdleistungen ist der Kunde verpflichtet, 70 % für Halbpensions- und 60 % für Vollpensionsarrangements zu zahlen. Dem Kunden steht ausdrücklich der Nachweis frei, dass der oben genannte Anspruch nicht oder nicht in der geforderten Höhe entstanden ist. Die Adina Apartment Hotels in Deutschland bieten ihren Kunden über den Partner Allianz ELVIA Reiseschutz eine Hotel-Stornierungsversicherung an. Detaillierte Informationen hierzu können jederzeit direkt in den Hotels angefordert werden.

#### V. Rücktritt des Hotels und nicht genehmigte Veranstaltungen

1. Sofern ein kostenfreies Rücktrittsrecht des Kunden innerhalb einer bestimmten Frist schriftlich vereinbart wurde, ist das Hotel in diesem Zeitraum seinerseits berechtigt, vom Vertrag zurückzutreten, wenn Anfragen anderer Kunden nach den vertraglich gebuchten Zimmern vorliegen und der Kunde auf Rückfrage des Hotels auf sein Recht zum Rücktritt nicht verzichtet. Das gilt entsprechend bei Einräumung einer Option, wenn andere Anfragen vorliegen und der Kunde auf Rückfrage des Hotels nicht zur festen Buchung bereit ist.

2. Wird eine vereinbarte oder nach der Bestimmung III Nr. 8 verlangte Vorauszahlung auch nach Verstreichen einer von dem Hotel gesetzten angemessenen Nachfrist nicht geleistet, so ist das Hotel ebenfalls zum Rücktritt vom Vertrag berechtigt.

3. Ferner ist das Hotel berechtigt, aus sachlich gerechtfertigtem Grund vom Vertrag außerordentlich zurückzutreten, beispielsweise falls

- höhere Gewalt oder andere von dem Hotel nicht zu vertretende Umstände die Erfüllung des Vertrages unmöglich machen;
- Hotelleistungen unter irreführender oder falscher Angabe wesentlicher Tatsachen, z.B. in der Person des Kunden oder des Zwecks, gebucht werden;
- das Hotel begründeten Anlass zu der Annahme hat, dass die Inanspruchnahme der Hotelleistung den reibungslosen Geschäftsbetrieb, die Sicherheit oder das Ansehen des Hotels in der Öffentlichkeit gefährden kann, ohne dass dies dem Herrschafts- bzw. Organisationsbereich des Hotels zuzurechnen ist;
- der Zweck oder der Anlass des Aufenthaltes gesetzeswidrig ist oder einen Verstoß gegen die guten Sitten darstellt;
- ein Verstoß gegen Klausel I Nr. 2 vorliegt.

4. Nicht genehmigte Vorstellungsgespräche, Verkaufs- und ähnliche Veranstaltungen kann das Hotel unterbinden bzw. abbrechen.

5. Bei berechtigtem Rücktritt des Hotels oder bei Unterbindung einer nicht genehmigten Veranstaltung gemäß obiger Nr. 4 entsteht kein Anspruch des Kunden auf Schadensersatz

6. Sollte bei einem Rücktritt nach obigen Nummern 2 oder 3 ein Schadensersatzanspruch des Hotels gegen den Kunden bestehen, so kann das Hotel den Anspruch pauschalieren, Klausel IV Nr. 4 Sätze 2 bis 5 gelten in diesem Fall entsprechend.

#### VI. Zimmerbereitstellung, -übergabe und -rückgabe

1. Der Kunde erwirbt keinen Anspruch auf die Bereitstellung bestimmter Zimmer, es sei denn, dies wird schriftlich vereinbart.

2. Gebuchte Zimmer stehen dem Kunden ab 14:00 Uhr des vereinbarten Anreisetages zur Verfügung. Der Kunde hat keinen Anspruch auf eine frühere Bereitstellung. Sofern nicht ausdrücklich eine spätere Ankunftszeit vereinbart oder das betreffende Zimmer vorausbezahlt wurde, hat das Hotel das Recht, gebuchte Zimmer nach 18:00 Uhr anderweitig zu vergeben, ohne dass der Kunde hieraus einen Anspruch gegen das Hotel herleiten kann. Ansprüche des Hotels aus Klausel IV bleiben von dieser Regelung unberührt. Eine Verpflichtung zur anderweitigen Vergabe besteht nicht.

3. Am vereinbarten Abreisetag sind die Zimmer des Hotels spätestens um 11:00 Uhr geräumt zur Verfügung zu stellen. Danach kann das Hotel aufgrund der verspäteten Räumung des Zimmers für dessen vertragsüberschreitende Nutzung bis 16:00 Uhr 50% des vollen Logispreises in Rechnung stellen, ab 16:00 Uhr 100 %. Vertragliche Ansprüche des Kunden werden hierdurch nicht begründet. Dem Kunden steht es ausdrücklich frei nachzuweisen, dass dem Hotel kein oder ein wesentlich niedrigerer Anspruch auf Nutzungsentgelt entstanden ist.

#### VII. Haftung des Hotels

1. Das Hotel haftet mit der Sorgfalt eines ordentlichen Kaufmanns für seine Verpflichtungen aus dem Vertrag. Ansprüche des Kunden auf Schadensersatz sind ausgeschlossen. Hiervon ausgenommen sind Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit, wenn das Hotel die Pflichtverletzung zu vertreten hat, ferner sonstige Schäden, die auf einer vorsätzlichen oder grob fahrlässigen Pflichtverletzung des Hotels beruhen. Das Hotel haftet darüber hinaus auch für Schäden, die durch einfache Fahrlässigkeit verursacht werden, soweit die Fahrlässigkeit die Verletzung solch wesentlicher Vertragspflichten betrifft, deren Erfüllung die ordnungsgemäße Durchführung des Vertrags überhaupt erst ermöglicht und auf deren Einhaltung der Kunde regelmäßig vertrauen darf (Kardinalpflichten).

Einer Pflichtverletzung des Hotels steht die eines gesetzlichen Vertreters oder Erfüllungsgehilfen gleich. Sollten Störungen oder Mängel an den Leistungen des Hotels auftreten, wird das Hotel bei Kenntnis oder auf unverzügliche Rüge des Kunden bemüht sein, für Abhilfe zu sorgen. Der Kunde ist verpflichtet, das Hotel rechtzeitig auf die Möglichkeit der Entstehung eines außergewöhnlich hohen Schadens hinzuweisen.

2. Vorbehaltlich der Bestimmungen in VII.1. gilt für die Haftung des Hotels für eingebrachte Sachen des Kunden Folgendes: Für eingebrachte Sachen haftet das Hotel dem Kunden nach den gesetzlichen Bestimmungen der §§ 701 ff. BGB. Danach haftet das Hotel für den Verlust, die Zerstörung oder die Beschädigung von in das Hotel eingebrachten Sachen grundsätzlich nur bis zu einem Betrag, der dem Hundertfachen des Zimmerpreises entspricht, jedoch höchstens bis zu einem Betrag von € 3.500, sowie für Geld, Wertpapiere und Kostbarkeiten bis zu einem Betrag von € 800. Das Hotel empfiehlt, Geld, Wertpapiere und Kostbarkeiten im Hotel oder Zimmersafe aufzubewahren. Eine darüber hinausgehende Haftung des Hotels besteht nur, wenn der Verlust, die Zerstörung oder die Beschädigung von dem Hotel oder von seinen Mitarbeitern vorsätzlich oder grob fahrlässig verursacht wird oder dass es sich um Sachen handelt, deren Übernahme zur Aufbewahrung das Hotel entgegen der Vorschrift des § 702 Abs. 3 BGB abgelehnt hat [Gemäß § 702 Abs. 3 BGB ist das Hotel verpflichtet, Geld, Wertpapiere, Kostbarkeiten und andere Wertsachen zur Aufbewahrung zu übernehmen, es sei denn, dass sie im Hinblick auf die Größe oder den Rang des Hotels von übermäßigem Wert oder Umfang oder dass sie gefährlich sind.]

Eine Ersatzpflicht tritt nicht ein, wenn der Verlust, die Zerstörung oder die Beschädigung von dem Kunden, einem Begleiter des Kunden oder einer Person, die der Gast bei sich aufgenommen hat, oder durch die Beschaffenheit der Sachen oder durch höhere Gewalt verursacht wird.

Die Ersatzpflicht erstreckt sich nicht auf Fahrzeuge, auf Sachen, die in einem Fahrzeug belassen worden sind, und auf lebende Tiere.

Die Haftungsansprüche erlöschen, wenn nicht der Kunde nach Erlangen der Kenntnis von Verlust, Zerstörung oder Beschädigung unverzüglich dem Hotel Anzeige macht (§ 703 BGB).

3.

Zurückgebliebene Sachen des Kunden werden nur auf Anfrage, Risiko und Kosten des Kunden nachgesandt. Das Hotel bewahrt die Sachen sechs Monate nach Anzeige des Fundes gegenüber dem Berechtigten oder der zuständigen Behörde auf. Nach Ablauf dieser sechs Monate wird das Hotel die Sache der zuständigen Behörde übergeben.

4.

Soweit dem Kunden ein Stellplatz in der Hotelgarage oder auf einem Hotelparkplatz, auch gegen Entgelt, zur Verfügung gestellt wird, kommt dadurch kein Verwahrungsvertrag zustande. Eine Überwachungspflicht des Hotels besteht nicht. Bei Abhandenkommen oder Beschädigung auf dem Hotelgrundstück abgestellter oder rangierter Kraftfahrzeuge und deren Inhalte, haftet das Hotel nicht, außer bei Vorsatz oder grober Fahrlässigkeit. Vorstehende Nummer 1 Sätze 2 bis 5 gelten entsprechend. Etwaige Schäden sind dem Hotel unverzüglich anzuzeigen. Im Übrigen gelten die Einstellbedingungen für Parkraum, die in der Hotelgarage ausgehängt sind.

5.

Weckaufträge werden von dem Hotel mit der Sorgfalt eines ordentlichen Kaufmannes ausgeführt. Nachrichten, Post und Warensendungen für die Gäste werden mit Sorgfalt behandelt. Das Hotel übernimmt die Zustellung, Aufbewahrung und - auf Wunsch – gegen Entgelt die Nachsendung derselben. Vorstehende Nummer 1 Sätze 2 bis 5 gelten entsprechend.

#### VIII. Haftung des Gastes

Der Gast ist verpflichtet, das Hotelzimmer und die Einrichtung pfleglich zu behandeln. Unbeschadet weiterer Ansprüche haftet der Kunde insbesondere für

- die mutwillige Beschädigung oder Zerstörung von Einrichtungsgegenständen, insbesondere aber nicht nur durch Permanent Marker;
- Schäden die durch überlaufende Badewannen oder Spülbecken entstehen;
- Schäden die durch Auslösen des Brandmelders verursacht werden, insbesondere aber nicht nur durch unbeaufsichtigt gelassene Herde, Toaster, Mikrowellen etc., durch Zurücklassen von Töpfen, Pfannen, Wasserkochern etc. auf angeschalteten Herdplatten, durch unerlaubtes Rauchen, offenes Feuer, Räucherstäbchen, Kerzen, Rauchrituale etc..., durch Bügeln auf dem Teppich oder durch unbeaufsichtigte Kinder.

Diese Liste dient nur der Klarstellung und ist nicht abschließend. Weitere Ansprüche des Hotels können bestehen.

#### IX Schlussbestimmungen

1.

Änderungen oder Ergänzungen des Vertrags oder dieser Geschäftsbedingungen für die Hotelaufnahme bedürfen zu ihrer Wirksamkeit der Textform. Einseitige Änderungen oder Ergänzungen durch den Kunden sind unwirksam.

2.

Erfüllungs- und Zahlungsort ist der Sitz des Hotels.

3.

Ausschließlicher Gerichtsstand – auch für Scheckstreitigkeiten – ist im kaufmännischen Verkehr der Sitz des Hotels. Das gleiche gilt, sofern der Kunde die Voraussetzung des § 38 Abs. 2 ZPO erfüllt und keinen allgemeinen Gerichtsstand im Inland hat.

4.

Es gilt deutsches Recht. Die Anwendung des UN-Kaufrechts und des Kollisionsrechts ist ausgeschlossen.

5.

Sollten einzelne Bestimmungen dieser Allgemeinen Geschäftsbedingungen für die Hotelaufnahme unwirksam oder nichtig sein oder werden, so wird dadurch die Wirksamkeit der übrigen Bestimmungen nicht berührt. Die Parteien werden in diesem Fall eine neue Regelung vereinbaren, die der unwirksamen in ihrem Sinngehalt möglichst nahekommt.

6.

Im Rahmen der Allgemeinen Informationspflicht ist das Hotel gemäß § 36 VSBG weder dazu verpflichtet noch dazu bereit, an

einem Schlichtungsverfahren vor einer Verbraucherschlichtungsstelle teilzunehmen.

#### Terms and Conditions

#### Adina Germany Holding GmbH & Co. KG

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##### I. Scope of validity

1.

These general terms and conditions are applicable for contracts leasing guest rooms from the respective Adina Group hotel that is mentioned in the respective contract ("hotel") to customers for the purpose of accommodation and for any additional services to customers.

2.

Any sub-leasing of the premises booked, for any purpose other than accommodation (e.g., for public invitations, other promotional activities, job-seeking interviews, for sales events of a commercial nature) as well as any use of hotel rooms and premises excluding activities of the above nature, shall require prior written consent from the hotel. An additional charge may be billed for such uses. Art. 540, Section 1, Subsection 2, German Civil Law Code (BGB) shall not apply insofar as the customer is not a consumer.

3.

Where accommodation is used to meet the needs of temporary housing/accommodation, this shall only be intended to cover the particular occasion as a one-off event. Provision of such accommodation shall not, in the absence of an alternative place of residence, be taken to constitute any general right to accommodation in the sense of a permanent right of residence. Such residence shall continue to be at the guest's stated registered address.

General terms and conditions of the customer shall only apply if this was expressly agreed beforehand.

##### II. Closing, contracting parties, limitation of actions

1.

A contract comes into effect through acceptance by the hotel of the customer's order. The hotel is free to confirm room bookings in text form.

2.

Where a customer wishes to book more than 10 nights, written acceptance by the hotel is required in order for the contract to come into effect. Where such written acceptance is at variance with the customer's order, it constitutes a new application by the hotel to which the latter feels bound for 5 business days unless it is revoked vis-à-vis the customer before that deadline.

3.

Where a customer books through a third party, the latter is liable to the hotel together with the customer as joint and several debtors for all obligations under the contract provided that the hotel has obtained a corresponding declaration from the third party concerned.

4.

The customer is obligated to inform the hotel, without being especially asked to do so, no later than at closing if any of his/her activities at the hotel are apt to affect the hotel's business activities, security or public image.

5.

All claims against the hotel become statute-barred, as a matter of principle, within one year of the commencement of the regular period of limitations pursuant to § 199 para. 1 BGB provided that the claimant is aware of that period. Claims for damages shall become statute-barred, irrespective of such awareness, within 5 years. Reduced periods of limitation are not applicable to claims (based on loss of life, physical injury and damage to health) but also for deliberate or grossly negligent breaches of duty by the hotel.

##### III. Services, prices, payment and set-off

1.

The customer is obligated to pay the hotel's prices applicable to and/or agreed for the use of the room and for the additional services claimed by him/her. This shall also apply to services rendered and amounts advanced by the hotel to third parties on the customer's instructions. The agreed prices are inclusive of the applicable sales tax and/or VAT.

2.

If there is an interval of more than four months between closing and performance and if during that period a change occurs to the statutory sales tax and/or VAT, the prices shall be adjusted accordingly.

3.

If the interval between closing and performance exceeds four months and if there is an increase in the price generally charged by the hotel for the given service, the hotel may reasonably raise the contractually agreed price, not, however, by more than 5%. This upper limit shall increase by 5% in respect of any one year by which the interval between closing and performance exceeds the above four-month period. No account is taken, in this context, of price changes made pursuant to para. 2.

4.

Moreover, the hotel may change its prices if the customer, with the hotel's concurrence, subsequently modifies his/her order in terms of the number of rooms, the scope of the hotel's services or the length of stay.

5.

The hotel's bills shall be due and payable without deductions, unless agreed otherwise, upon receipt. A bill is deemed received by the customer no later than 3 days after its dispatch unless earlier receipt can be proven by the hotel or later receipt by the customer.

6.

Unless agreed otherwise in writing, the hotel may at any time declare accrued accounts receivable mature and ask for immediate payment. In case of default in payment, the hotel is entitled to charge the applicable statutory default interest. The hotel reserves the right to furnish proof of a heavier loss.

7.

The customer shall refund dunning charges to the Hotel for each reminder after default has occurred in an amount of € 5,-. In particular, the customer is free to prove that substantially lower or no charges at all have been occurred.

8.

The hotel is entitled to ask, at closing or thereafter, for a reasonable down payment or security of up to 100% of the expected payment obligation, taking account of the statutory provisions governing package arrangements. The hotel may, before rendering its services, require the customer to present a valid credit card.

9.

Only uncontroversial, undisputed or non-appealable claims may be set off by or credited to the customer against claims of the hotel.

#### **IV. Customer's withdrawal (countermanding, cancellation) and failure to claim hotel services**

1.

For withdrawal from the contract concluded with the hotel the customer requires the latter's written consent. If it is withheld, the contractually agreed price shall be payable even if the customer does not claim the services contracted for. This shall not apply if the hotel infringes its obligation to take account of the customer's rights, objects of legal protection and interests where it would no longer be conscionable to expect the customer to uphold the contract, or where the customer is entitled to a statutory or contractual right of withdrawal.

2.

Where the hotel and the customer have agreed in writing on a date, by which the latter a withdrawal from the contract without charge is possible, the customer may do so by that date without triggering payment or compensation claims of the hotel. The customer's right of withdrawal lapses if he/she fails to exercise that right vis-à-vis the hotel in writing by the agreed deadline unless the withdrawal is governed by para. 1, third sentence.

3.

Where a customer does not make use of a room booking, the hotel shall offset the earnings from alternative bookings of the room against the customer's stated claim.

4.

Where the customer has no contractual or statutory right to rescind the contract and the customer does not take advantage of the hotel's contractual performance, the hotel may demand the contractually agreed upon sum and to consolidate the discount for expenses saved into a lump sum. In particular, in the event of non-refundable bookings, the customer is obligated to pay 100%, however at least 90%, of the contractually agreed price for the entire stay with or without breakfast. In the event of guaranteed bookings (free cancellations up to 24 hours prior to arrival), the

customer is in particular obligated to pay 100%, however at least 90%, of the contractually agreed price for the first night with or without breakfast. For lump-sum arrangements including outsourced services, the customer is obliged to pay 70% for half-board and 60% for full-board arrangements. The customer is free to prove that the above claim has not arisen at all or not in the amount claimed. The Adina Apartment Hotels in Germany offer their customers in cooperation with Allianz ELVIA a hotel cancellation insurance, which covers incurring costs. Detailed information can be requested at one of the hotels at any time.

#### **V. Withdrawal by the hotel and unauthorised events**

1.

Where it was agreed in writing that the customer may withdraw free of charge by a certain deadline, the hotel is for its part entitled to withdraw from the contract if there are inquiries by other customers about contractually booked rooms and the customer, on inquiry by the hotel, refuses to waive his/her right to withdraw. The same shall analogously apply where the customer has been granted an option, but is not prepared, on inquiry by the hotel, to make a firm booking in a situation where the hotel has other inquiries.

2.

Where a down payment that has either been agreed or is asked for pursuant to section III para. 8 is not made even after expiry of a reasonable extension granted by the hotel, the hotel may likewise withdraw from the contract.

3.

Moreover, the hotel may withdraw from the contract for an extraordinary cause, i.e. a cause supported by facts, which shall be deemed to exist e.g.

- where the performance of a contract is rendered impossible by force majeure or other circumstances for which the hotel is not liable;
- where hotel services are booked on the basis of the misleading or false presentation of material facts, e.g. relating to the customer's identity or the purpose of his/her stay;
- Where the hotel has reason to believe that the use of its services is likely to affect its business operations, security or public image provided the cause is not rooted in the hotel's sphere of control and/or organisation, or;
- Where the purpose or the reason for the stay contravenes the law or where it contravenes common decency;
- In the event of an infringement of section I, para. 2.

4.

The hotel is free to stop and/or break off unauthorised job-seeking interviews or promotional and similar events.

5.

The customer may not claim damages if the hotel withdraws for good cause or breaks off an unauthorised event pursuant to the above para. 4.

6.

In the event that the hotel is entitled to damages from a customer in the context of a withdrawal pursuant to the above paras. 2 or 3, it may consolidate its claim into a lump sum. In that case, section IV para. 2 to 5, second and third sentences, shall analogously apply.

#### **VI. Provision, hand-over and return of guest rooms**

1.

Unless subject to written agreement, the customer shall not have a right to choose and obtain a specific room.

2.

Booked rooms are available from 2 p.m. on the agreed day of arrival. There is no claim to earlier availability. Unless a later time of arrival has expressly been agreed or the given room has been paid for in advance, the hotel may make alternative arrangements for the booked room after 6 p.m. without giving rise to a claim by the customer against it. Claims of the hotel under section IV are not affected by the above provision. The hotel is not obligated to make alternative arrangements for unclaimed rooms.

3.

The rooms shall be vacated no later than by 11.00 a.m. on the agreed day of departure. Unless the room is vacated by that hour, the hotel may, if it is vacated by 4 p.m., charge 50% of the full room rate for its use beyond the hour contracted for and the full room rate beyond that hour.

This does not give rise to any contractual claims of the customer. In particular, the customer is free to prove that the hotel has no claim to the charge asked for or that its claim is substantially lower.

## VII. Liability by the hotel

1.

The hotel is liable for its contractual obligations with the diligence of a prudent businessman. Claims for damages by the customer are ruled out. Exempt are damages associated with the loss of life, bodily harm or injury to health if the hotel is answerable for the underlying breach of duty.

The hotel is further liable for damage caused by simple carelessness to the extent that the carelessness affects material contractual obligations under the contract enabling the proper performance of the contract and which the customer may generally expect to have honoured (cardinal duty).

A breach of duty by the hotel shall be deemed on a par with a corresponding breach by one of its legal representatives or vicarious agents. In case of interference with or shortcomings of the hotel's services, the hotel shall endeavour, on learning or promptly being notified thereof by the customer, to take remedial action. The customer is obligated to reasonably assist in putting an end to the disturbance and in minimising any potential damage. Moreover, the customer is obligated to draw the hotel's attention in time to the possible occurrence of an exceptionally heavy loss.

2.

Subject to the provisions in [VII.1.], liability of the hotel for articles brought in by the customer is subject to the following:

The hotel shall be liable for articles brought with by the customer in accordance with the statutory provisions out of Arts. 701 et seq. German Civil Law Code [BGB].

The hotel shall be held liable for the loss, destruction or damage to articles brought into the hotel in an amount corresponding no greater than one hundredth of a room's rate, insofar that the sum is no more than € 3,500 as well as for cash, securities and valuables to an amount no more than € 800. The hotel recommends storing cash, securities and valuables in the hotel or room safe.

Further liability on the part of the hotel shall only apply in cases where the loss, destruction or damage was caused by the malice aforethought or gross negligence of the hotel or its employees, or where the hotel refused to store the said articles in contravention of Art. 702, s. 3 German Civil Law Code [BGB] [*In accordance with Art. 702, s. 3 German Civil Law Code, the hotel is obligated to accept storage of cash, securities, valuables and other valued items, except where their value is excessive in relation to the size or status of the hotel or if they are dangerous.*]

The obligation to pay compensation does not apply in cases where the loss, destruction or damage was caused by the customer, a companion of the customer or a person otherwise belonging to the company of the customer, or which is due to the nature of the articles themselves or is otherwise caused by force majeure. The obligation to pay compensation shall not cover vehicles, items which were left inside a vehicle or living animals.

Liability claims lapse if the customer fails to notify the hotel immediately after learning of the loss, destruction or damage (Art. 703 German Civil Law Code [BGB]).

3.

Objects left behind are sent on only at the customer's request, risk and costs. The hotel shall safe-keep such objects for a period of six months after communicating the find to the entitled party or the competent authority. Upon expiry of that time limit, the hotel shall pass the object on to the relevant authorities.

4.

Where the hotel provides car parking space at its garage or parking lot, this does not give rise to a custody agreement even if a charge is billed therefor. The hotel is not obligated to guard such parking sites. It is not liable for any loss of or damage to motor vehicles parked or stopping on the hotel's grounds and their contents except in case of intent or gross negligence. Clauses 2 to 5 of the above para. 1 shall apply analogously. Incidents of this kind shall promptly be communicated to the hotel. In all other respects, the conditions governing the use of parking space on display at the hotel's garage shall apply.

5.

Requests for wake-up calls are attended to with the diligence of a prudent businessman. Messages, mail and deliveries addressed to guests are handled with care. The hotel shall deliver and/or store such items and shall, on request and for a charge, send them on. Sentences 2 to 5 of the above para. 1 shall analogously apply.

## VIII. Liability of the guest

The guest is obliged to treat the hotel rooms and facilities with care. In particular and notwithstanding additional claims, the customer is liable for:

- Malicious damage or destruction of fixtures, in particular but not limited to, the use of permanent marker pens;
- Harm caused by overflowing bathtubs or sinks;
- Harm caused in the course of setting off the smoke detector, in particular but not limited to ovens, toasters, microwaves etc. left unattended, on switched on hobs, through prohibited smoking, open fires, incense sticks, candles, incense ceremonies (smoke rituals), etc., through irons left on the carpet or through children left unattended. This list is simply illustrative and is not to be considered exhaustive. This does not affect the right of the hotel to state further claims.

## IX. Final provisions

1.

Modifications of or amendments to a contract or the present terms and conditions governing admission to this hotel shall require the textual form in order to be effective. Unilateral modifications or amendments by the customer are ineffective.

2.

The place of fulfilment and payment shall be the hotel's domicile.

3.

Exclusive venue - including for disputes involving cheques - shall be, in commercial intercourse, the hotel's domicile. The same applies if the customer has no general venue inside the country, thus satisfying the requirement of § 38 para. 2 ZPO (Code of Civil Procedure).

4.

German law shall apply. UN law on the international sale of goods and the conflict of law rules may not be invoked.

5.

Should individual provisions of these general terms and conditions governing admission to this hotel be or become ineffective or void, the effectiveness of their remaining provisions shall not be affected thereby. In that case the Parties shall agree on a new arrangement which comes as close as possible to the meaning of the ineffective provision.

6.

In line with its general duty to keep customers informed, Adina operates according to § 36 VSBG and is neither obliged nor willing to participate in a consumer arbitration board for reconciliation procedures.

## Rammeaftale mellem Danmarks Rejsebureau Forening DRF og Hotel-, Restaurant- & Turisterhvervet HORESTA

### Adina Apartment Hotel Copenhagen

§ 1

#### Gyldighedsområde

Rammeaftalen er gældende, medmindre hotellet og bureauet skriftligt har fraveget den helt eller delvist.

§ 2

#### Definitioner

§ 2.1

**Foreløbig reservationsaftale** - herunder allotment - er betegnelsen for et for hotellet bindende tilbud, der kan tidsbegrænses. Den bortfalder ved fristens udløb, eller hvis der ikke er tidsbegrænsning, den sidste dag hvor rettidig, vederlagsfri afbestilling kan ske.

§ 2.2

**Reservationsaftalen** er hotellets skriftlige bekræftelse af bureauets skriftlige bestilling eller bureauets skriftlige accept af hotellets skriftlige tilbud.

## § 2.3

**Hotelydelser** er enhver ydelse hotellet skal præstere i henhold til reservationsaftalen eller den foreløbige reservation, som skal angive leveringstid, antal og pris.

## § 2.4

**Hotelpakke** er en hotelydelse omfattende værelse samt en eller flere yderligere ydelser i form af eksempelvis måltider, lokaler, underholdning samt eksterne ydelser, som prissættes samlet.

## § 2.5

**Hotellarrangement** er de hotelydelser, som er omfattet af en reservationsaftale.

## § 2.6

**Eksterne ydelser** er ydelser, der på bureauets foranledning bestilles af hotellet, leveres af tredjemand, men som ikke faktureres af hotellet.

## § 2.7

**Nettopris** er en ikke-provisionsberettiget pris.

## § 2.8

**Reservationsgebyr** er det beløb, hotellet kan betinge sig for indgåelse af en reservationsaftale. Reservationsgebyr skal for at kunne opkræves fremgå af en eventuel foreløbig reservationsaftale og reservationsaftalen. Beløbet fratrækkes den endelige afregning, men refunderes ikke ved afbestilling. Såfremt et aftalt reservationsgebyr ikke betales rettidigt, bortfalder en eventuel foreløbig reservationsaftale og reservationsaftalen.

## § 2.9

**Depositum og forudbetaling** er det beløb, hotellet kan betinge sig for indgåelse af reservationsaftale. Depositum og forudbetaling skal for at kunne opkræves fremgå af en eventuel foreløbig reservation og af reservationsaftalen. Beløbet fratrækkes den endelige afregning og refunderes ved rettidig afbestilling. Såfremt et aftalt depositum eller forudbetaling ikke betales rettidigt, betragtes det som afbestilling. Normalt afkræver hotellerne ikke medlemmer af DRF reservationsgebyr, depositum eller forudbetaling.

## § 2.10

**Garanti** er en sikkerhedsstilling for hel eller delvis opfyldelse af reservationsaftalen.

## § 2.11

**Gæst** er den person, til hvilken hotelydelserne er bestilt.

## § 2.12

**Individuelle** er betegnelse for gæster omfattet af samme reservationsaftale, som højst omfatter 14 gæster.

## § 2.13

**Gruppe** er betegnelse for mindst 15 gæster omfattet af samme reservationsaftale med hovedsagelig samme ankomst- og afrejsedag, og hvor betaling foretages samlet. Parterne er pligtige til i den foreløbige reservation og i reservationsaftalen at anføre hvilke afbestillingsregler en gruppe er omfattet af, jf. bilag 1. I modsat fald betragtes gruppen som omfattet af afbestillingsreglerne under punkt 15. Reservationsaftalen mister ikke sin oprindelige betegnelse som gruppe som følge af hel eller delvis afbestilling.

## § 2.14

**Friydelse** er betegnelsen for den friplads til det bestilte arrangement, som hotellet uden beregning stiller til rådighed for bureauet for hver 21. gæst i en gruppe til en rejseleder, chauffør eller repræsentant for bureauet, der følger gruppen under hele arrangementet.

## § 2.15

**Kongres** er betegnelsen for individuelt betalende gæster omfattet af samme reservationsaftale, når bureauet til samme arrangement har reservationsaftaler med et eller flere hoteller, eller hvor parterne er enige om at betegne arrangementet som kongres.

Parterne er pligtige til i den foreløbige reservation og i reservationsaftalen at anføre hvilke afbestillingsregler en kongres er omfattet af, jf. bilag 2. I modsat fald betragtes kongressen som omfattet af afbestillingsreglerne under punkt 16. Reservationsaftalen mister ikke sin oprindelige betegnelse som kongres som følge af hel eller delvis afbestilling.

## § 2.16

**Endeligt bestilt arrangement** er de hotelydelser, der resterer i henhold til reservationsaftalen på det seneste tidspunkt, hvor hele arrangementet vederlagsfrit kan afbestilles.

## § 2.17

**Ankomstdagen** er den første dag, hvor hotellet leverer hotelydelser ifølge reservationsaftalen.

## § 2.18

**Afrejsedagen** er den sidste dag, hvor hotellet leverer hotelydelser ifølge reservationsaftalen.

## § 2.19

**No Show** er, hvis gæsten udebliver fra en hotelydelse omfattet af en reservationsaftale.

## § 2.20

**Omplacering** er hotellets placering af hotelydelser til et andet hotel end det, der fremgår af reservationsaftalen.

## § 2.21

**Afbestilling** er, når bureauet helt eller delvist foretager annullering, reduktion, afkorting eller lignende ændring af de aftalte hotelydelser. Hotelpakker kan alene afbestilles i sin helhed.

## § 3

### Priser

Priser fastsat i reservationsaftalen kan ændres indtil 30 dage før ankomst ved:

- indførelse af nye eller ændring af eksisterende offentlige skatter og afgifter, der træder i kraft før ankomst,
- indeksregulering med det af Danmarks Statistik offentliggjorte nettoprisindeks, såfremt reservationsaftalen er indgået mere end 2 år før ankomst,
- re- og devaluering af eventuel anden aftalt valuta end danske kroner, og
- i tilfælde af force majeure

Den i reservationsaftalen aftalte pris må ikke oplyses til gæsten. Det skal fremgå af den foreløbige reservationsaftale og af reservationsaftalen, hvis prisen er nettopris.

## § 4

### Navneliste

Navneliste med angivelse af aftalte eller foretrukne værelsetyper skal være hotellet skriftligt i hænde senest 14 dage før ankomst. Såfremt bureauet ikke fremsender navnelisten rettidigt, kan hotellet fremsætte skriftligt påkrav herom. Hvis bureauet ikke reagerer senest 2 hverdage herefter, betragtes det som afbestilling af samtlige hotelydelser omfattet af reservationsaftalen.

Vanskeligheder, der måtte opstå som følge af manglende eller for sent fremsendte værelsesspecifikationer og navnelister, skal søges afhjulpes, men hotellet kan ikke drages til ansvar herfor.

## § 5

### **Gæstens benyttelse af hotelværelset**

Værelset skal være til disposition for gæsten senest kl. 15 på ankomstdagen.

På afrejsedagen skal gæsten checke ud senest kl. 12. Hotellet har krav på ekstrabetaling fra gæsten, hvis denne ønsker at benytte eller rent faktisk benytter værelset herudover uden forudgående aftale herom.

Medmindre andet er aftalt, eller der er garanteret for sen ankomst, har hotellet den fulde anvisnings- og råderet over det bestilte værelse, såfremt gæsten ikke er checket ind senest kl. 18 på ankomstdagen. Bureauets erstatning afgøres efter de afbestillingsregler, der er gældende for reservationsaftalen.

## § 6

### **Omplacering**

Omplacering af gæster kan kun helt undtagelsesvis ske. I så fald skal hotellet straks og ved grupper og kongresser senest 5 dage før ankomst underrette bureauet om omplaceringen, som kun kan ske til et hotel af samme eller bedre standard, så vidt muligt i umiddelbar nærhed af hotellet.

Omplacering skal så vidt muligt angå samtlige hotelydelser i henhold til reservationsaftalen.

Enhver dokumenteret ekstraudgift, herunder eventuelle retslige krav, som omplaceringen påfører bureauet eller gæsten, erstattes af hotellet.

## § 7

### **Fakturering og betaling**

Betaling af hotellets faktura skal ske til det aftalte tidspunkt. Er et bestemt betalingstidspunkt ikke aftalt, skal betalingen ske inden 30 dage fra afsendelsen af fakturaen. Ved forsinket betaling kan hotellet kræve morarenter i henhold til rentelovens regler.

Med mindre der er aftalt forudbetaling eller depositum og lignende, fakturerer hotellet tidligst bureauet på gæstens afrejsedag, dog kan der ved ophold på mere end 14 dage faktureres under gæstens ophold.

Betaler en gæst selv for hotelydelserne, afregner hotellet provisionen til bureauet senest 30 dage efter gæstens afrejse.

## § 8

### **Provision**

Hotellet yder bureauet en provision på betalte værelser omfattet af reservationsaftalen.

Af betalte måltider, drikkevarer, hotelpakker og lokaler omfattet af reservationsaftalen, yder hotellet bureauet en provision på halvdelen af den aftalte provision på værelser.

Såfremt bureauet ikke påtager sig et hæftelsesansvar eller ikke forestår kontakten med gæsten, yder hotellet bureauet en provision på op til halvdelen af de provisioner, der ellers ville være gældende.

Bureauet har ikke krav på provision af nettopriser, af eksterne ydelser og øvrige hotelydelser. Bureauet har krav på provision af forlængelse foretaget af gæsten under dennes ophold. Provision afregnes til bureauet på fakturaen eller ved kreditnota senest 30 dage efter afrejsedagen.

## § 9

### **Hotelllets pligter**

Hotellet må ikke tage initiativ til at få gæster til at afstå fra at foretage reservationer gennem bureauet.

Hotellet har intet ansvar for gæsternes genstande under opholdet, medmindre hotellet eller dets ansatte har handlet uforvarligt, eller genstandene er i hotellets varetægt.

Hotellet skal til bureauet videregive henvendelser om reservationer

og ændringer til et hotelarrangement, der med sikkerhed allerede er omfattet af en reservationsaftale.

Hotellet har ved gæstens ankomst pligt til at opkræve betaling af gæsten for hele gæstens ophold, hvis gæsten selv skal afregne for opholdet.

Hotellet skal ved kongresser sikre sig, at gæster uden forudgående reservation forespørges om, hvorvidt disse har reservation på et andet hotel.

## § 10

### **Tabsbegrænsning**

Hotellet har ved afbestilling pligt til at søge tabet begrænset ved salg til anden side. Såfremt bureauet kan anvise et tilsvarende hotelarrangement til samme pris og omfang, som det afbestilte, er hotellet pligtig til at acceptere dette, såfremt der ikke allerede helt eller delvist er sket salg til anden side.

Hotellet er forpligtet til på opfordring at godtgøre, at genudlejning til samme pris ikke har fundet sted.

## § 11

### **Bureauets pligter**

Bureauet må ikke tage initiativ til at få en gæst til at afstå fra at reservere hotelydelser direkte hos hotellet.

Bureauet må ikke foretage reservationsaftaler for samme navngivne gæst eller gæster i samme periode på flere hoteller. Bureauet skal på opfordring fra hotellet opdatere sine oplysninger om hotellet med hensyn til priser, faciliteter m.v.

Bureauet må ikke sælge hotelydelser under misvisende betegnelser.

Bureauet skal skriftligt gøre en gæst, som skal afregne de aftalte hotelydelser med hotellet, opmærksom på, at gæsten hæfter for hele den reserverede periode, uanset om gæsten vælger at ankomme senere eller afrejse tidligere end det fremgår af reservationsaftalen, og at gæsten senest på afrejsedagen vil blive opkrævet og skal betale for hele den reserverede periode.

Bureauet har pligt til at videregive oplysninger til sikring af betalingen af hotelydelser til hotellet, så som kreditkortoplysninger og lignende, der fremgår af aftalen eller anden korrespondance mellem bureauet og gæsten.

## § 12

### **Misligholdelse**

Ved misligholdelse skal den misligholdende part afhjælpe misligholdelsen straks efter samråd med den forurettede part. Gentagne eller væsentlig misligholdelse giver ret til ophævelse af reservationsaftalen. Den misligholdende part skal erstatte det dokumenterede tab, den forurettede part lider på grund af misligholdelsen.

## § 13

### **Force Majeure**

Ved helt ekstraordinære forhold uden for parternes kontrol (force majeure), kan reservationsaftalen vederlagsfrit hæves.

## § 14

### **Afbestilling for individuelle gæster**

Indtil kl. 18.00 dagen før ankomst kan bureauet vederlagsfrit afbestille en reservationsaftale for individuelle gæster.

Ved senere afbestilling har hotellet krav på en erstatning svarende til prisen for de bestilte hotelydelser for første døgn.

## § 15

### **Afbestilling af grupper**

Med mindre andre afbestillingsfrister (se bilag 1) vælges, gælder nedenstående afbestillingsbetingelser for alle grupper:

Afbestilling skal for at være vederlagsfri være hotellet i hænde senest kl. 16 på dagen for sidste rettidige afbestilling i henhold til reglerne herom.



Til og med 30 dage før ankomst kan bureauet frit afbestille reservationsaftalen for en gruppe. Herefter kan maksimalt 50% af det endelige bestilte hotelarrangement afbestilles efter følgende regler:

- Efter 30 dage og til og med 20 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.
- 
- Efter 20 dage og til og med 10 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.
- Efter 10 dage og til og med 5 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.
- Efter 5 dage og til og med 3 dage før ankomst kan bureauet vederlagsfrit afbestille op til 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til ¼ af prisen på de for sent afbestilte hotelydelser i det endelige bestilte arrangement, dog minimum et beløb svarende til fuld pris i det højeste belagte døgn.
- Ved no-show, forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på de endelige bestilte arrangement.

## § 16

### Afbestilling af kongresser

Med mindre andre afbestillingsfrister (se bilag 2) vælges, gælder nedenstående afbestillingsbetingelser for alle kongresser:

- Afbestilling skal for at være vederlagsfri være hotellet i hænde senest kl. 16 på dagen for sidste rettidige afbestilling i henhold til reglerne herom.
- Til og med 30 dage før ankomst kan bureauet frit afbestille reservationsaftalen for kongresser.

Herefter kan maksimalt 50% af det endelige bestilte hotelarrangement afbestilles efter følgende regler:

- Efter 30 dage og til og med 20 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.
- Efter 20 dage og til og med 10 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.
- Efter 10 dage og til og med 5 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.
- Efter 5 dage og til og med 3 dage før ankomst kan bureauet vederlagsfrit afbestille op til 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til prisen for de bestilte hotelydelser for første døgn.
- Ved forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på det endelige bestilte arrangement, jfr. dog § 9 og 11.
- Ved no-show har hotellet krav på en erstatning svarende til 50% af prisen på de bestilte hotelydelser, dog minimum prisen for de bestilte hotelydelser for det første døgn. Eventuelle kreditkortomkostninger

- forbundet med modtagelse af betaling af udeståendet fra gæsten, bæres af hotellet.

## § 17

### Afbestilling af eksterne ydelser

Bureauet skal erstatte hotellets omkostninger til ydelser, der ifølge reservationsaftalen leveres fra tredjemand, når hotellet ikke frit kan afbestille sådanne ydelser.

## § 18

### Voldgift

Twister afgøres ved voldgift. Den part der ønsker voldgift, skal skriftligt meddele den anden part, at han ønsker voldgift, herunder hvilke spørgsmål der ønskes forelagt for voldgiftsretten, samt hvem han ønsker som voldgiftsmand.

Den anden part skal herefter og inden for 10 arbejdsdage skriftligt meddele, hvem han ønsker som voldgiftsmand. Såfremt der ikke fremkommer et forslag inden ovennævnte frist, er opmanden efterfølgende berettiget til at udmelde en voldgiftsmand.

Inden 14 dage herefter skal voldgiftsmændene eller i tilfælde af, at der ikke er udmeldt to voldgiftsmænd, da skal den ene voldgiftsmand, udpege en opmand. Opmanden skal være advokat eller opfylde de almindelige betingelser for at være dommer. Såfremt der ikke kan opnås enighed herom, anmodes præsidenten for Sø- og Handelsretten om at udmelde en opmand.

Opmanden fastsætter de nærmere regler om proceduren for voldgiftsrettens behandling af tvisten samt stedet for sagens behandling. Ved sin afgørelse skal voldgiftsretten lægge denne overenskomst og gældende dansk ret til grund. Retsproget er dansk eller engelsk.

Voldgiftsrettens kendelse er endelig og bindende.

Voldgiftsretten fastsætter omkostningerne ved voldgiftsbehandlingen og fordeles normalt disse ligeligt mellem parterne.

## § 19

### Opsigelse

Denne aftale er uopsigelig frem til 31. december 2006. Opsigelse af denne overenskomst kan derefter ske skriftligt med 6 måneders varsel til en 1. januar.

Denne overenskomst træder i kraft den 1. januar 2004 og regulerer aftaler indgået efter denne dato.

## § 20

### Overgangsbestemmelse ved opsigelse

Såfremt denne aftale opsiges til udløb, og der ikke forinden udløbsdatoen er indgået ny aftale mellem parterne, gælder nærværende aftales bestemmelser, indtil ny aftale er indgået.

*Frederiksberg den 8. september 2003*

**Niels Nygaard**

**Formand**

**Hotel-, Restaurant- & Turisterhvervet, HORESTA**

*Frederiksberg den 9. september 2003*

**Steen Møller**

**Formand for Incomming Fraktionen**

**Danmarks Rejsebureau Forening, DRF**

Frederiksberg den 9. september 2003

Jens Zimmer

Formand for Hotelsektoren

Hotel-, Restaurant- & Turisterhvervet, HORESTA

Frederiksberg den 9. september 2003

Christensen Lars Thykier

Direktør

Danmarks Rejsebureau Forening, DRF

## Bilag 1 – Afbestillingsbetingelser for grupper

Følgende afbestillingsbetingelser kan vælges i stedet for de generelle afbestillingsbetingelser i overenskomstens § 15:

### A. – 15 dages reglen

Afbestilling skal for at være vederlagsfri være hotellet i hænde senest kl. 16 på dagen for sidste rettidige afbestilling i henhold til reglerne herom.

Til og med 15 dage før ankomst kan bureauet frit afbestille reservationsaftalen for en gruppe.

Herefter kan maksimalt 50% af det endelige bestilte hotelarrangement afbestilles efter følgende regler:

- Efter 15 dage og til og med 10 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.
- Efter 10 dage og til og med 5 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.
- Efter 5 dage og til og med 3 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.
- Efter 3 dage og til og med 1 dag før ankomst kan bureauet vederlagsfrit afbestille op til 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til ¼ af prisen på de for sent afbestilte hotelydelser i det endelige bestilte hotelarrangement, dog minimum et beløb svarende til fuld pris i det højeste belagte døgn.
- Ved no-show, forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på det endelige bestilte hotelarrangement.

### B. – 45 dages reglen

Afbestilling skal for at være vederlagsfri være hotellet i hænde senest kl. 16 på dagen for sidste rettidige afbestilling i henhold til reglerne herom.

Til og med 45 dage før ankomst kan bureauet frit afbestille reservationsaftalen for en gruppe.

Herefter kan maksimalt 50% af det endelige bestilte hotelarrangement afbestilles efter følgende regler:

- Efter 45 dage og til og med 30 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.
- Efter 30 dage og til og med 15 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.

- Efter 15 dage og til og med 5 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.
- Efter 5 dage og til og med 3 dage før ankomst kan bureauet vederlagsfrit afbestille 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til ¼ af prisen på de for sent afbestilte hotelydelser i det endelige bestilte hotelarrangement, dog minimum et beløb svarende til fuld pris i det højeste belagte døgn.
- Ved no-show, forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på det endelige bestilte hotelarrangement.

### C. – 60 dages reglen

Til og med 60 dage før ankomst kan bureauet frit afbestille reservationsaftalen for en gruppe.

Herefter kan maksimalt 50% af det endelige bestilte hotelarrangement afbestilles efter følgende regler:

- Efter 60 dage og til og med 40 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.
- Efter 40 dage og til og med 20 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.
- Efter 20 dage og til og med 10 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.
- Efter 10 dage og til og med 5 dage før ankomst kan bureauet vederlagsfrit afbestille 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til ¼ af prisen på de for sent afbestilte hotelydelser i det endelige bestilte hotelarrangement, dog minimum et beløb svarende til fuld pris i det højeste belagte døgn.
- Ved no-show, forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på det endelige bestilte hotelarrangement.

### D. – 90 dages reglen

Afbestilling skal for at være vederlagsfri være hotellet i hænde senest kl. 16 på dagen for sidste rettidige afbestilling i henhold til reglerne herom.

Til og med 90 dage før ankomst kan bureauet frit afbestille reservationsaftalen for en gruppe.

Herefter kan maksimalt 50% af det endelige bestilte hotelarrangement afbestilles efter følgende regler:

- Efter 90 dage og til og med 60 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.
- Efter 60 dage og til og med 30 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.
- Efter 30 dage og til og med 15 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.

- Efter 15 dage og til og med 7 dage før ankomst kan bureauet vederlagsfrit afbestille 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til ¾ af prisen på de for sent afbestilte hotelydelser i det endelige bestilte hotelarrangement, dog minimum et beløb svarende til fuld pris i det højeste belagte døgn.
- Ved no-show, forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på det endelige bestilte hotelarrangement.

## E. – 120 dages reglen

Afbestilling skal for at være vederlagsfri være hotellet i hænde senest kl. 16 på dagen for sidste rettidige afbestilling i henhold til reglerne herom.

Til og med 120 dage før ankomst kan bureauet frit afbestille reservationsaftalen for en gruppe.

Herefter kan maksimalt 50% af det endelige bestilte hotelarrangement afbestilles efter følgende regler:

- Efter 120 dage og til og med 80 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.
- Efter 80 dage og til og med 40 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.
- Efter 40 og til og med 20 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.
- Efter 20 dage og til og med 10 dage før ankomst kan bureauet vederlagsfrit afbestille 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til ¾ af prisen på de for sent afbestilte hotelydelser i det endelige bestilte hotelarrangement, dog minimum et beløb svarende til fuld pris i det højeste belagte døgn.
- Ved no-show, forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på det endelige bestilte hotelarrangement.

*Frederiksberg 8. september 2003*

## Bilag 2 – Afbestillingsbetingelser for kongresser

Følgende afbestillingsbetingelser kan vælges i stedet for de generelle afbestillingsbetingelser i overenskomstens § 16:

### A. – 15 dages reglen

Afbestilling skal for at være vederlagsfri være hotellet i hænde senest kl. 16 på dagen for sidste rettidige afbestilling i henhold til reglerne herom.

Til og med 15 dage før ankomst kan bureauet frit afbestille reservationsaftalen for kongresser.

Herefter kan maksimalt 50% af det endelige bestilte hotelarrangement afbestilles efter følgende regler:

- Efter 15 dage og til og med 10 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.

- Efter 10 dage og til og med 5 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.
- Efter 5 dage og til og med 3 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.
- Efter 3 dage og til og med 1 dage før ankomst kan bureauet vederlagsfrit afbestille op til 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til prisen for de bestilte hotelydelser for første døgn.
- Ved forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på det endelige bestilte hotelarrangement, jfr. dog § 9 og 11.
- Ved no-show har hotellet krav på en erstatning svarende til 50% af prisen på de bestilte hotelydelser, dog minimum prisen for de bestilte hotelydelser for det første døgn. Eventuelle kreditkortomkostninger forbundet med modtagelse af betaling af udeståendet fra gæsten, bæres af hotellet.

### B. – 45 dages reglen

Afbestilling skal for at være vederlagsfri være hotellet i hænde senest kl. 16 på dagen for sidste rettidige afbestilling i henhold til reglerne herom.

Til og med 45 dage før ankomst kan bureauet frit afbestille reservationsaftalen for kongresser.

Herefter kan maksimalt 50% af det endelige bestilte hotelarrangement afbestilles efter følgende regler:

- Efter 45 dage og til og med 30 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.
- Efter 30 dage og til og med 15 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.
- Efter 15 dage og til og med 5 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.
- Efter 5 dage og til og med 3 dage før ankomst kan bureauet vederlagsfrit afbestille 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til prisen for de bestilte hotelydelser for første døgn.
- Ved forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på det endelige bestilte hotelarrangement, jfr. dog § 9 og 11.
- Ved no-show har hotellet krav på en erstatning svarende til 50% af prisen på de bestilte hotelydelser, dog minimum prisen for de bestilte hotelydelser for det første døgn. Eventuelle kreditkortomkostninger forbundet med modtagelse af betaling af udeståendet fra gæsten, bæres af hotellet.

### C. – 60 dages reglen

Afbestilling skal for at være vederlagsfri være hotellet i hænde senest kl. 16 på dagen for sidste rettidige afbestilling i henhold til reglerne herom.

Til og med 60 dage før ankomst kan bureauet frit afbestille reservationsaftalen for kongresser.

- Efter 60 dage og til og med 40 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.
- Efter 40 dage og til og med 20 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.
- Efter 20 dage og til og med 10 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.
- Efter 10 dage og til og med 5 dage før ankomst kan bureauet vederlagsfrit afbestille 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til prisen for de bestilte hotelydelser for første døgn.
- Ved forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på det endelige bestilte hotelarrangement, jfr. dog § 9 og 11.
- Ved no-show har hotellet krav på en erstatning svarende til 50% af prisen på de bestilte hotelydelser, dog minimum prisen for de bestilte hotelydelser for det første døgn. Eventuelle kreditkortomkostninger forbundet med modtagelse af betaling af udestående fra gæsten, bæres af hotellet.

#### D. – 90 dages reglen

Afbestilling skal for at være vederlagsfri være hotellet i hænde senest kl. 16 på dagen for sidste rettidige afbestilling i henhold til reglerne herom.  
Til og med 90 dage før ankomst kan bureauet frit afbestille reservationsaftalen for kongresser.

Herefter kan maksimalt 50% af det endelige bestilte hotelarrangement afbestilles efter følgende regler:

- Efter 90 dage og til og med 60 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.
- Efter 60 dage og til og med 30 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.
- Efter 30 dage og til og med 15 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.
- Efter 15 dage og til og med 7 dage før ankomst kan bureauet vederlagsfrit afbestille 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til prisen for de bestilte hotelydelser for første døgn.
- Ved forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på det endelige bestilte hotelarrangement, jfr. dog § 9 og 11.
- Ved no-show har hotellet krav på en erstatning svarende til 50% af prisen på de bestilte hotelydelser, dog minimum prisen for de bestilte hotelydelser for det første døgn. Eventuelle kreditkortomkostninger forbundet med modtagelse af betaling af udestående fra gæsten, bæres af hotellet.

#### E. – 120 dages reglen

Afbestilling skal for at være vederlagsfri være hotellet i hænde senest kl. 16 på dagen for sidste rettidige afbestilling i henhold til reglerne herom.  
Til og med 120 dage før ankomst kan bureauet frit afbestille reservationsaftalen for kongresser.

Herefter kan maksimalt 50% af det endelige bestilte hotelarrangement afbestilles efter følgende regler:

- Efter 120 dage og til og med 80 dage før ankomst kan bureauet vederlagsfrit afbestille op til 50% af det endelige bestilte hotelarrangement.
- Efter 80 dage og til og med 40 dage før ankomst kan bureauet vederlagsfrit afbestille op til 25% af det endelige bestilte hotelarrangement.
- Efter 40 og til og med 20 dage før ankomst kan bureauet vederlagsfrit afbestille op til 10% af det endelige bestilte hotelarrangement.
- Efter 20 dage og til og med 10 dage før ankomst kan bureauet vederlagsfrit afbestille 5% af det endelige bestilte hotelarrangement.
- Ved senere afbestilling har hotellet krav på en erstatning svarende til prisen for de bestilte hotelydelser for første døgn.
- Ved forsinket ankomst og for tidlig afrejse har hotellet krav på en erstatning svarende til fuld pris på det endelige bestilte hotelarrangement, jfr. dog § 9 og 11.
- Ved no-show har hotellet krav på en erstatning svarende til 50% af prisen på de bestilte hotelydelser, dog minimum prisen for de bestilte hotelydelser for det første døgn. Eventuelle kreditkortomkostninger forbundet med modtagelse af betaling af udestående fra gæsten, bæres af hotellet.

*Frederiksberg 8 September 2003*

#### Terms and Conditions Adina Apartment Hotel Copenhagen

##### Framework agreement between

**Danmarks Rejsebureau Forening; DRF** (Association of Danish Travel Agents and Tour Operators)

and

**Hotel-, Restaurant- & Turisterhvervet; HORESTA** (Association of the Hotel, Restaurant and Tourism Industry in Denmark)

##### § 1 Validity

The framework agreement shall be valid unless the hotel and travel agency have partially or completely receded from it.

## § 2 Definitions

### § 2.1

A temporary reservation agreement, including allotment, shall be interpreted as an offer which is binding for the hotel and which can be limited time-wise. The agreement shall cease to exist when the deadline expires. If there is no time limitation, it shall expire on the last day when a timely cancellation can take place without any fee(s) being charged.

### § 2.2

The reservation agreement shall be interpreted as the hotel's written confirmation of the agency's written order or as the agency's written acceptance of the hotel's written offer.

Hotel services shall be interpreted as any service which the hotel must produce in accordance with the reservation agreement or the preliminary reservation which must list the time of delivery, number and price.

### § 2.4

A hotel package deal shall be interpreted as a hotel service consisting of a room and one or more additional services as for instance meals, rooms, entertainment and external services which are priced as one.

### § 2.5

The hotel arrangement shall be interpreted as the hotel services covered by a reservation agreement.

### § 2.6

External services shall be interpreted as services which the agency requests the hotel to order and which are delivered by third parties, but which are not invoiced by the hotel.

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### § 2.7

A net price is a non-commissionable price.

### § 2.8

The reservation fee is the fee which the hotel may charge for entering into a reservation agreement. In order to be enforceable, the reservation fee must appear from a possible preliminary reservation agreement and from the actual reservation agreement. The fee shall be deducted from the final invoice but will not be refunded in the case of a cancellation. Should an agreed-upon reservation fee not be paid in time, a possible preliminary reservation fee and the reservation agreement will cease to exist.

### § 2.9

The deposit and prepayment shall be interpreted as the fees which the hotel may charge for entering into a reservation agreement. In order to be enforceable, the deposit and prepayment must appear from a possible preliminary reservation agreement and the actual reservation agreement. The fee shall be deducted from the final invoice and shall be refunded in the case of a timely cancellation. In case an agreed-upon deposit or prepayment are not paid on time, this will constitute a cancellation. Normally, the member hotels do not charge any reservation fees, deposits or prepayment to members of DRF.

### § 2.10

A guarantee shall be interpreted as a guarantee for full or partial fulfilment of the reservation fee.

### § 2.11

A guest shall be interpreted as a person for whom the hotel services have been ordered.

### § 2.12

Individuals shall be interpreted as guests who are covered by the same reservation agreement which shall cover no more than 14 guests.

### § 2.13

A group shall be interpreted as at least 15 guests who are covered by the same reservation agreement with by and large the same arrival and departure dates and who pay together. The parties shall state in the preliminary reservation and in the reservation agreement which cancellation rules a certain group is covered by, cf. encl. 1. If this is not the case, the group shall be covered by the cancellation rules listed in section 15.

The reservation agreement shall not lose its original designation as a group due to a full or partial cancellation.

### § 2.14

Free service shall be interpreted as the free ticket in connection with an event booked which the hotel will make available free of

charge to the agency for every 21st guest in a group for a travel guide, a driver or an agency representative who is with the group throughout the entire event.

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### § 2.15

A conference shall be interpreted as individually paying guests covered by the same reservation agreement when the agency has reservation agreements in connection with the event with one or more hotels or in cases where the parties agree to call the event a conference.

The parties shall list the cancellation rules which a conference is covered in the preliminary reservation and in the reservation agreement, cf. encl. 2. If this is not done, the conference shall be covered by the cancellation rules listed in section 16. The reservation agreement shall not lose its original designation as a conference due to a full or partial cancellation.

### § 2.16

A locked-in, booked event shall be interpreted as the hotel services to be performed in accordance with the reservation agreement at the latest time when the entire event can be cancelled without any fees being charged.

### § 2.17

The arrival date shall be interpreted as the first day when the hotel shall deliver its services in accordance with the reservation agreement.

### § 2.18

The departure date shall be interpreted as the last day when the hotel shall deliver its services in accordance with the reservation agreement.

### § 2.19

A No Show shall be interpreted as an instance in which a guest stays away from a hotel service covered by a reservation agreement.

### § 2.20

A relocation shall be interpreted as the hotel placing hotel services with other hotel than the one which is listed in the reservation agreement.

## § 2.21

A cancellation shall be interpreted as a case where the agency performs a complete or partial cancellation, reduction or similar change of the hotel services agreed upon. Hotel package deals can only be cancelled as an entire unit.

## § 3

### Prices

Prices listed in the reservation agreement can be changed until 30 days prior to the arrival date in the case of the following:

- the introduction of new or changes to existing public taxes and fees which take effect before the arrival date;
- an index adjustment of the net price index published by Danmarks Statistik (Statistics Denmark) if the reservation agreement was executed more than two (2) years prior to the arrival date.
- appreciation and/or depreciation of a possible agreed-upon currency other than DKK; and
- in the case of acts of God.

The price agreed upon in the reservation agreement may not be revealed to the guest.

The preliminary reservation agreement and the reservation agreement shall state that the price is a net price if this is the case.

## § 4

### List of names

A list of names stating the agreed-upon or preferred room types shall be submitted to the hotel no later than 14 days prior to the arrival.

If the agency fails to submit the list of names in time, the hotel shall be able to request this in writing. If the agency does not react to the request no later than two (2) weekdays after having received the said request, this shall constitute a cancellation of all the hotel services covered by the reservation agreement.

It shall be attempted to correct difficulties arising due to a lack of room specifications and lists of names or due to such specifications/lists having been submitted too late, but the hotel shall not be responsible for such difficulties.

## § 5

### Usage of the hotel room by the guest

The room shall be available to the guest no later than at 3 p.m. on the arrival date.

The guest shall check out no later than at 12 noon on the departure date. The hotel shall be entitled to additional payment from the guest if he/she wishes to use or actually uses the room outside these hours without any prior agreement on this.

Unless otherwise agreed upon or unless a late arrival has been guaranteed, the hotel shall have complete assignment right and right of disposal of the booked room if the guest fails to check in no later than at 6 p.m. on the arrival date. The agency's compensation shall be settled in accordance with the cancellation rules which apply to the reservation agreement.

## § 6

### Relocation

Guests can only be relocated as a rare exception. If this takes

place, the hotel shall immediately and in the case of groups and conferences inform the agency of the relocation no later than five (5) days before the arrival. Guests can only be relocated to a hotel of the same or better quality, and this hotel shall insofar as possible be located in the vicinity of the hotel.

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Any possible relocation shall insofar as possible apply to all the hotel services in accordance with the reservation agreement.

The hotel shall pay for any documented additional expense(s), including any possible legal requirements which the relocation will result in for the agency or the guest.

## § 7

### Invoicing and payments

The invoices of the hotel shall be paid on the agreed-upon time. If a specific time of payment has not been agreed upon, the payment shall take place no later than 30 days from the date of invoice. In the case of late payment, the hotel shall be entitled to charge penalty interest in accordance with the Danish act on interest.

Unless a prepayment, deposit(s) or the like have been agreed upon, the hotel shall not charge the agency until the day when the guest leaves the hotel. However, in the case of guests staying at the hotel for more than 14 days, charges will be made while the guest is still staying at the hotel.

If a guest pays for the hotel services himself/herself, the hotel shall pay the commission to the agency no later than 30 days after the guest has left.

## § 8

### Commission

The hotel shall pay a commission to the agency for rooms which have been paid for and which form part of the reservation agreement.

The hotel shall pay a commission of half of the agreed-upon commission on rooms for meals, drinks, hotel package deals and rooms for special functions covered by the reservation agreement.

If the agency does not accept liability in relation to or is not in charge of the contact with the client, the hotel shall pay the agency a commission of up to half of the commission which would otherwise have applied.

The agency shall not be entitled to commission on net prices, external services and other hotel services. The agency shall be entitled to commission if guests extend their stays.

The commission shall be paid to the agency via the invoice or in the form of a credit note no later than 30 days after the guest's departure.

## § 9

### Responsibilities of the hotel

The hotel shall not be entitled to take initiatives aimed at making guests refrain from making reservations through the agency.

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The hotel shall not be responsible for the guests' possessions during their stay unless the hotel or its employees have acted negligently or unless the said possessions are in the custody of the hotel.

The hotel shall pass along to the agency questions regarding reservations for and changes of a hotel event which for sure has already been covered by a reservation agreement.

When the guest arrives, the hotel shall ask the guest to pay for his/her entire stay if the guest is to pay for the stay himself/herself.

In the case of conferences, the hotel shall ask guests who do not have a reservation whether they have a reservation with another hotel.

#### **§ 10 Loss limitation**

In the case of a cancellation, the hotel shall attempt to limit the loss by selling the service to another party.

If the agency can assign a similar hotel event to the same price and at the same extent as the cancelled event, the hotel shall accept this unless the service has already been sold to a third party in full or in part.

The hotel shall upon request prove that the room has not been let at the same price.

#### **§ 11 Agency responsibilities**

The agency shall not attempt to make a guest refrain from reserving hotel services directly from the hotel.

The agency shall not enter into reservation agreements for guest(s) with the same name during the same period of time at several hotels.

The agency shall upon request from the hotel update its information about the hotel as regards prices, facilities, etc.

The agency shall not sell hotel services with misleading names.

The agency shall inform guests in writing who are to pay the hotel directly for the hotel services that the guest is liable for the entire period reserved irrespective of whether the guest chooses to arrive later or leave earlier than what has been listed in the reservation agreement and that the guest will be charged for and must pay for the entire reserved period no later than on the day of departure.

The agency shall give the hotel information to ensure payment of hotel services as for instance credit card information and the like which appears from the agreement or other correspondence between the agency and the guest.

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#### **§ 12 Breach of contract**

In the case of a breach of contract, the party in violation shall remedy the breach immediately after discussing the case with the violated party.

Repeat or significant breaches of contract shall entitle the parties to cancel the reservation agreement. The violating party shall compensate the violated party for the documented loss suffered by the said violated party due to the breach of contract.

#### **§ 13 Acts of God**

In the case of highly unusual matters outside the control of the parties (Acts of God), the parties shall be able to cancel the reservation agreement free of charge.

#### **§14 Cancellation of individual guests**

The agency shall be entitled to cancel a reservation agreement on behalf of individual guests until 6 p.m. the day before the arrival.

In the case of a later cancellation, the hotel shall be entitled to compensation corresponding to the price of the hotel services booked for the first 24 hours.

#### **§15 Cancellation of groups**

Unless other cancellation deadlines have been agreed upon (see enclosure 1), the below cancellation terms apply to all groups.

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

- Up until and including 30 days prior to arrival, the agency shall be free to cancel the reservation agreement for a group.
- After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:
- After 30 days up until 20 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 20 days up until 10 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 10 days up until 5 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 5 days up until 3 days prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.

In the case of later cancellations, the hotel shall be entitled to compensation corresponding to  $\frac{3}{4}$  of the price of the hotel services covered by the locked-in, booked event which was cancelled too late. However, the minimum charge shall be an amount which corresponds to the full price for the busiest 24-hour period covered by the agreement.

In the case of no shows, late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event.

#### **§ 16 Cancellation of conferences**

Unless other cancellation deadlines have been agreed upon (see enclosure 2), the below cancellation terms apply to all conferences:

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 30 days prior to arrival, the agency shall be free to cancel the reservation agreement for conferences.

- After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:
- After 30 days up until 20 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 20 days up until 10 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 10 days up until 5 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 5 days up until 3 days prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.
- In the case of a later cancellation, the hotel shall be entitled to compensation corresponding to the price of the hotel services booked for the first 24 hours.

In the case of late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event, cf. sections 9 and 11.

In the case of no shows, the hotel shall be entitled to compensation corresponding to 50% of the price of the hotel services booked but no less than the price of the hotel services booked for the first 24-hour period. Any possible credit card costs in connection with the payment of the balance by the guest shall be borne by the hotel.

#### § 17

##### **Cancellation of external services**

The agency shall compensate the hotel for any costs for services which in accordance with the reservation agreement shall be delivered by a third party when the hotel cannot cancel such services.

#### § 18

##### **Arbitration**

Disputes shall be settled by arbitration.

The party requesting arbitration shall inform the other party of this in writing including which questions he/she wishes to bring before the arbitration tribunal and who he/she would like to use as an arbitrator.

The other party shall subsequently and no later than ten (10) business days inform the party requesting arbitration who the said other party would like to use as an arbitrator. If no arbitrator has been suggested before the above-mentioned deadline, the umpire shall be entitled to appoint an arbitrator.

Subsequently, the arbitrators shall appoint an umpire within 14 days after this point in time, or, if two arbitrators have not been appointed, one arbitrator shall do so. The umpire shall be a lawyer or meet the general rules for being a judge. If the parties cannot agree on this, the President of the Danish Maritime and

Commercial Court in Copenhagen shall be requested to appoint an umpire.

The umpire shall lay down the specific rules regarding the procedure of the arbitration tribunal's hearing of the dispute and the location where the case shall be heard. When making a decision, the arbitration tribunal shall apply this agreement and the current Danish legislation. The languages used in court shall be Danish or English. The ruling of the arbitration court shall be final and binding.

The arbitration tribunal shall stipulate the costs of the arbitration and normally splits these evenly between the parties.

#### § 19

##### **Notice of termination**

This agreement cannot be terminated until 31 December 2006. This present agreement can subsequently be terminated at six months' notice before January 1 of any year.

This agreement takes effect on 1 January 2004 and governs contracts executed after this point in time.

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#### § 20

##### **Transfer stipulation in the case of a termination**

Should this present agreement be terminated to take effect when it expires and if the parties have not entered into a new agreement, the stipulations of this present agreement shall apply until a new agreement has been executed.

#### **Enclosure 1 - Group cancellation stipulations**

The parties can choose the following cancellation stipulations instead of the general cancellation stipulations in section 15 of the agreement:

##### **A. - The 15 day rule**

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 15 days prior to arrival, the agency shall be free to cancel the reservation agreement for a group. After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:

- After 15 days up until 10 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 10 days up until 5 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 5 days up until 3 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 3 days up until 1 day prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.

In the case of later cancellations, the hotel shall be entitled to compensation corresponding to ¾ of the price of the hotel services covered by the locked-in, booked event which was cancelled too



late. However, the minimum charge shall be an amount which corresponds to the full price for the busiest 24-hour period covered by the agreement.

In the case of no shows, late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event.

#### **B. - The 45 day rule**

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 45 days prior to arrival, the agency shall be free to cancel the reservation agreement for a group.

After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:

- After 45 days up until 30 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 30 days up until 15 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 15 days up until 5 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 5 days up until 3 days prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.

In the case of later cancellations, the hotel shall be entitled to compensation corresponding to  $\frac{3}{4}$  of the price of the hotel services covered by the locked-in, booked event which was cancelled too late. However, the minimum charge shall be an amount which corresponds to the full price for the busiest 24-hour period covered by the agreement.

In the case of no shows, late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event.

#### **C. - The 60 day rule**

Up until and including 60 days prior to arrival, the agency shall be free to cancel the reservation agreement for a group.

- After 60 days up until 40 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 40 days up until 20 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 20 days up until 10 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 5 days up until 3 days prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.

In the case of later cancellations, the hotel shall be entitled to compensation corresponding to  $\frac{3}{4}$  of the price of the hotel services covered by the locked-in, booked event which was cancelled too late. However, the minimum charge shall be an amount which corresponds to the full price for the busiest 24-hour period covered by the agreement.

In the case of no shows, late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event.

#### **D. - The 90 day rule**

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 90 days prior to arrival, the agency shall be free to cancel the reservation agreement for a group.

After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:

- After 90 days up until 60 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 60 days up until 30 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 30 days up until 15 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 15 days up until 7 days prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.

In the case of later cancellations, the hotel shall be entitled to compensation corresponding to  $\frac{3}{4}$  of the price of the hotel services covered by the locked-in, booked event which was cancelled too late. However, the minimum charge shall be an amount which corresponds to the full price for the busiest 24-hour period covered by the agreement.

In the case of no shows, late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event.

#### **E. - The 120 day rule**

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 120 days prior to arrival, the agency shall be free to cancel the reservation agreement for a group.

After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:

- After 120 days up until 80 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 80 days up until 40 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 40 days up until 20 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 20 days up until 10 days prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.

In the case of later cancellations, the hotel shall be entitled to compensation corresponding to ¾ of the price of the hotel services covered by the locked-in, booked event which was cancelled too late. However, the minimum charge shall be an amount which corresponds to the full price for the busiest 24-hour period covered by the agreement.

In the case of no shows, late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event.

## Enclosure 2 - Conference cancellation stipulations

The parties can choose the following cancellation stipulations instead of the general cancellation stipulations in section 16 of the agreement:

### A. - The 15 day rule

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 15 days prior to arrival, the agency shall be free to cancel the reservation agreement for conferences.

After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:

- After 15 days up until 10 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 10 days up until 5 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 5 days up until 3 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 3 days up until 1 day prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.

In the case of a later cancellation, the hotel shall be entitled to compensation corresponding to the price of the hotel services booked for the first 24 hours.

In the case of late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event, cf. sections 9 and 11.

In the case of no shows, the hotel shall be entitled to compensation corresponding to 50% of the price of the hotel services booked but no less than the price of the hotel services booked for the first 24-hour period. Any possible credit card costs in connection with the payment of the balance by the guest shall be borne by the hotel.

### B. - The 45 day rule

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 45 days prior to arrival, the agency shall be free to cancel the reservation agreement for conferences.

After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:

- After 45 days up until 30 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 30 days up until 15 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 15 days up until 5 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 5 days up until 3 days prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.

In the case of a later cancellation, the hotel shall be entitled to compensation corresponding to the price of the hotel services booked for the first 24 hours.

In the case of late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event, cf. sections 9 and 11.

In the case of no shows, the hotel shall be entitled to compensation corresponding to 50% of the price of the hotel services booked but no less than the price of the hotel services booked for the first 24-hour period. Any possible credit card costs in connection with the payment of the balance by the guest shall be borne by the hotel.

### C. - The 60 day rule

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 60 days prior to arrival, the agency shall be free to cancel the reservation agreement for conferences.

After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:

- After 60 days up until 40 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 40 days up until 20 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 20 days up until 10 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 5 days up until 3 days prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.

In the case of a later cancellation, the hotel shall be entitled to compensation corresponding to the price of the hotel services booked for the first 24 hours.

In the case of late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event, cf. sections 9 and 11.

In the case of no shows, the hotel shall be entitled to compensation corresponding to 50% of the price of the hotel services booked but no less than the price of the hotel services booked for the first 24-hour period. Any possible credit card costs in connection with the payment of the balance by the guest shall be borne by the hotel.

## D. - The 90 day rule

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 90 days prior to arrival, the agency shall be free to cancel the reservation agreement for conferences.

After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:

- After 90 days up until 60 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 60 days up until 30 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 30 days up until 15 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 15 days up until 7 days prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.

In the case of a later cancellation, the hotel shall be entitled to compensation corresponding to the price of the hotel services booked for the first 24 hours.

In the case of late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event, cf. sections 9 and 11.

In the case of no shows, the hotel shall be entitled to compensation corresponding to 50% of the price of the hotel services booked but no less than the price of the hotel services booked for the first 24-hour period. Any possible credit card costs in connection with the payment of the balance by the guest shall be borne by the hotel.

## E. - The 120 day rule

In order for a cancellation to not incur any charge(s), the hotel must have been notified of it no later than at 4 p.m. on the day of the last timely cancellation as stated in the stipulations regarding this.

Up until and including 120 days prior to arrival, the agency shall be free to cancel the reservation agreement for conferences.

After this point in time, no more than 50% of the locked-in, booked hotel event can be cancelled in accordance with the following rules:

- After 120 days up until 80 days prior to arrival, the agency shall be entitled to cancel up to 50% of the locked-in, booked hotel event free of charge.
- After 80 days up until 40 days prior to arrival, the agency shall be entitled to cancel up to 25% of the locked-in, booked hotel event free of charge.
- After 40 days up until 20 days prior to arrival, the agency shall be entitled to cancel up to 10% of the locked-in, booked hotel event free of charge.
- After 20 days up until 10 days prior to arrival, the agency shall be entitled to cancel up to 5% of the locked-in, booked hotel event free of charge.

In the case of a later cancellation, the hotel shall be entitled to compensation corresponding to the price of the hotel services booked for the first 24 hours.

In the case of late arrivals and early departures, the hotel shall be entitled to compensation corresponding to the full price of the locked-in, booked event, cf. sections 9 and 11.

In the case of no shows, the hotel shall be entitled to compensation corresponding to 50% of the price of the hotel services booked but no less than the price of the hotel services booked for the first 24-hour period. Any possible credit card costs in connection with the payment of the balance by the guest shall be borne by the hotel.

## Terms and Conditions Adina Budapest

### Általános Szerződéses Feltételek

#### 1. A szerződés hatálya, a szerződő felek, a tevékenységekre vonatkozó megkötések

1.1. A jelen általános szerződési feltételek (továbbiakban: ÁSZF) hatálya azokra a szerződésekre terjed ki, amelyeket az Adina Apartment Hotel Budapest (a továbbiakban: Hotel) és a vendég (vagy megbízásából a Közvetítő) köt meg az apartmanok/vendégszobák kiadására és egyéb szolgáltatások biztosítására vonatkozóan. Az ÁSZF 2018.01.01-től alkalmazandó.

1.2. A Hotel adatai:

#### Sydney Apartman Hotel 2000 Kereskedelmi és Vendéglátó Korlátolt Felelősségű Társaság

Székhely: 1133 Budapest, Hegedűs Gyula u. 52.  
Cégjegyzékszám: 01-09-263368  
Adószám: 10886737-2-41  
Közösségi adószám: HU10886737  
Bankszámlaszám: HUF - 12011069-01612215-00100001  
EUR - 12011069-01612215-00300005

1.3. A Vendég és a Közvetítő

1.3.1. A Hotel által nyújtott szolgáltatásokat a Vendég veszi igénybe. Amennyiben a szolgáltatást adott apartman (szoba) vonatkozásában több Vendég vagy a Vendég hozzátartozói együtt veszik igénybe, a Vendégre vonatkozó szabályokat e személyekre is megfelelően alkalmazni kell, és az ÁSZF tekintetében Vendégnek minősülnek.

1.3.2. Amennyiben a szolgáltatásokat közvetlenül a Vendég rendeli meg a Hoteltől, és azt a Hotel elfogadja (azonos tartalommal visszaigazolja), abban az esetben a Vendég Szerződő féllel válik.

1.3.3. Ha a szolgáltatásokra vonatkozó megrendelést a Vendég megbízásából egy harmadik személy (továbbiakban Közvetítő) adja le a Hotelnek, a szolgáltatás és együttműködés feltételeit a Hotel és a Közvetítő között megkötött szerződés szabályozza. Ebben az esetben a Hotel nem köteles vizsgálni, hogy a harmadik személy jogszerűen képviseli-e a Vendéget.

1.4. A lefoglalt szobák továbbadásához, a szállástól eltérő célra történő használatához, nyilvános rendezvények rendezéséhez vagy egyéb promóciós tevékenységekhez, állásinterjúkhoz, értékesítésekhez és hasonló eseményekhez, továbbá a Hotel egyéb termeinek használatához a Hotel előzetes, írásos engedélye szükséges. A szobák, termek ilyen célú használata esetén a Hotel külön díjat számolhat fel.

1.5. A vendégekre kizárólag abban az esetben vonatkozik az ÁSZF, ha a felek arról korábban megállapodtak.

#### 2. Az egyedi szerződés létrejötte

2.1. Az egyedi szerződés a vendég foglalásának a Hotel által történő elfogadásával jön létre és lép hatályba. A Hotel a szobafoglalásokat írásban is visszaigazolhatja.

2.2. Amennyiben a vendég egy harmadik félén keresztül intézi a foglalást, a harmadik fél által a Hotel számára korábban adott nyilatkozat értelmében a harmadik félre és a vendégre egyetemlegesen vonatkoznak a szerződés rendelkezései.

2.3. A vendég a szerződés hatályba lépése előtt mindenféle külön kérés nélkül köteles értesíteni a Hotelt, ha a Hotelben végzett tevékenységei befolyásolhatják a Hotel üzleti tevékenységeit, biztonságát vagy jó hírnevét.

2.5. A Hotellel szembeni követelések az igény keletkezésétől számított egy év után elévülnek. A Magyar Polgári Törvénykönyv értelmében az igénylőnek ismernie kell ezt az időtartamot, és azt el kell fogadnia írásban. Az egy éves időszakra történő értesítés és írásbeli megállapodás elmaradása esetén az ilyen igények 5 év után évülnek el. Az igény korlátozására vonatkozó rövidebb időszak nem alkalmazható a Hotel szándékos vagy emberi életet, testi épséget vagy egészséget megkárosító szerződésszegéséért való felelősség körében.

### 3. A szerződés tartama

3.1. A szállás-szolgáltatás igénybevételéről szóló egyedi szerződés a Felek ellenkező írásos megállapodása hiányában meghatározott időtartamra szól.

3.2. Ha a Vendég a határozott időtartam lejárta előtt véglegesen elhagyja a szobát (apartmant), a Hotel jogosult a teljes időtartamra a szolgáltatás 100%-os ellenértékére. A határozott idő lejárta előtt megüresedett szobát / apartmant a Hotel jogosult újra értékesíteni.

3.2. A határozott időre szóló szállás-szolgáltatás igénybevételének a Vendég által kezdeményezett meghosszabbításához a Hotel előzetes hozzájárulása szükséges. Ebben az esetben a Hotel kikötheti a már teljesített szolgáltatás díjának megtérítését.

3.3. A Vendég a szobafoglalást érintő bármilyen változást, módosítást illetve lemondást kizárólag írásban, faxon vagy e-mailben tesz meg, melyet a Hotel írásban igazol vissza elérhetőség függvényében.

### 4. A lemondás feltételei

#### 4.1. Lemondás a Vendég részéről

4.1.1. Amennyiben a Hotel az ajánlatában más feltételt nem határozott meg, a szállás-szolgáltatás kötbérmentes lemondására a határozott idő kezdő napját megelőző nap délután 4 óráig van lehetőség.

a) Ha a Vendég a szállás-szolgáltatások igénybevételét előlegfizetéssel, hitelkártya garanciával, vagy más Szerződésben foglalt módon nem biztosította, a Hotel szolgáltatási kötelezettsége helyi idő szerint a határozott idő kezdő napján délután 6 óráig áll fenn.

b) Ha a Vendég a szállás-szolgáltatás igénybevételét előlegfizetéssel, hitelkártya garanciával, vagy más Szerződésben foglalt módon biztosította, és a határozott idő kezdő napján nem érkezik meg délután 6 óráig, és nem jelzi előre igazolt módon, hogy ennél későbbi időpontban érkezik, a Hotel a Szerződésben meghatározott mértékű, de legalább egy napi szállásdíjat kötbérként érvényesít. Ebben az esetben a Hotel a szállást a Vendég részére a határozott idő kezdő napját követő nap délelőtt 11:00 óráig fenntartja, majd ezt követően a Hotel szolgáltatási kötelezettsége megszűnik.

4.1.2. A Hotel különös feltételekhez kötött szolgáltatásainak, termékeinek foglalása, csoportos utazás, vagy rendezvények esetén, a fentiekől eltérő, egyedi Szerződésben rögzített feltételeket állapít meg.

#### 4.2. Lemondás a Hotel részéről

4.2.1. Ha a szerződő felek megegyeztek előleg fizetéséről, vagy a Vendég előleget / foglalót kell, hogy fizessen, és ennek a köteletségének nem tesz eleget a Hotel által biztosított időn belül, úgy a Hotel elállhat a szerződéstől.

4.2.2. Ezen túlmenően a Hotel rendkívüli esetben is elállhat a szerződéstől. Ilyen rendkívüli eset lehet különösen:

- ha a szerződés teljesítése lehetetlenné válik vis major vagy egyéb olyan esemény következtében, melyért a Hotel nem tehető felelőssé,
- ha a Hotel szolgáltatásaira a foglalás félrevezető vagy hamis tények alapján történik, ami például a vendég

személyazonosságával vagy tartózkodásának céljával kapcsolatos,

- ha a Hotel jogosan feltételezi, hogy a Hotel szolgáltatásainak használata negatív hatással lehet üzleti tevékenységeire, a Hotel vagy vendégei jó hírére, megítélésükre vagy biztonságukra, vagy
- ha a Vendég más lényeges szerződésszegést követ el.

4.2.3. A Hotel bármikor leállíthatja/megszüntetheti az általa nem engedélyezett állásfelvelet interjúkat, promóciókat és hasonló eseményeket.

4.2.4. A Vendég nem jogosult kártérítésre, kártalanításra, amennyiben a Hotel alapos okkal áll el a szerződéstől, vagy mondja azt fel a korábban írtakra tekintettel.

### 5. A szolgáltatások díjai, árai

5.1. Az aktuális szoba- és apartman-árak a Hotel recepcióján kerülnek kifüggesztésre, és a Hotel honlapján is megtekinthetők. A Hotel egyéb szolgáltatásainak (mosatás, wellness, stb.) árai, díjai az adott szállodai részlegeken (recepció, wellness) állnak rendelkezésre.

5.2. A Hotel a meghirdetett árait előzetes bejelentés nélkül szabadon megváltoztathatja.

5.3. Az árak közlésekor a Hotel feltünteti, hogy az általa megadott ár tartalmazza-e a hatályos magyar jogszabályok alapján meghatározott mértékű adókat (ÁFA, IFA) vagy sem.

5.4. Amennyiben a szerződés hatályba lépése és a teljesítése között az adószabályok változnak, az árakat a Hotel ennek megfelelően módosítja.

5.5. Ha a szerződés hatályba lépése és teljesítése között több mint három hónap telik el (különös tekintettel az esetleges huzamos tartózkodásra), és a Hotel az általa biztosított szolgáltatások árát megemeli, a Hotel ennek megfelelően a szerződésben meggyezett árat is megnövelheti, de nem több mint 5%-kal. Amennyiben a szerződés hatályba lépése és teljesítése közötti időszak meghaladja a hat hónapot a felső határértékhez további 5% adódik hozzá. Ebben a vonatkozásban az 5.4. pontban leírt árváltozások nem számítanak.

### 6. A Fizetés módja, garancia

6.1. A Hotel a Vendég részére nyújtott szolgáltatásainak ellenértékére legkésőbb az igénybevételt követően, a Hotelből történő távozást megelőzően jogosult, de egyedi megállapodás keretében lehetőséget adhat a Vendég részére az utólagos fizetésre is.

6.2. A Hotel a szolgáltatás, vagy speciális külön szolgáltatások Szerződés szerinti igénybevételének, és az ellenértékeik kiegyenlítésének biztosítására

a) kérhet hitelkártya-garanciát, amelynek során a megrendelt és visszaigazolt szolgáltatás ellenértéke a hitelkártyán zárolásra kerül, b) kérheti előleg vagy foglaló megfizetését a szolgáltatási díj egy részére vagy annak teljes összegére.

6.3. A Vendég a szolgáltatások díjait az alábbi valutanevekben egyenlítheti ki:

A fizetés történhet HUF-ban, EUR-ban és USD-ban, illetve Visa, MasterCard hitelkártyákkal forintban.

A Szálloda a devizás szobaárat a vendég érkezésekor érvényben lévő, MNB által megállapított középárfolyamot alkalmazva, forintban terhel. EUR-ban vagy USD-ban történő fizetés esetén a Szálloda a számla végösszegét a számlázás napján érvényben lévő, MNB által megállapított középárfolyamot alkalmazva számítja ki.

30 napon túli tartózkodás esetén a Szálloda a számlázási árfolyamot minden hónap 5. napjáig az aktuális MNB középárfolyamhoz igazítja.

6.4. Bármely fizetési mód alkalmazásával kapcsolatos költség a Vendéget terheli.

6.5. A Vendég késedelmes fizetés esetén köteles az elmaradt díjak után az MNB alapkamat kétszeresét, de legalább 10% késedelmi kamatot; a vonatkozó jogszabályok alapján behajtási költségátalányt, és a jogi eljárások költségeit megfizetni a Hotel számára.

## 7. A vendégszobák átadásának és visszaadásának szabályai

7.1. A vendég a foglalással a szoba átadásának és visszaadásának szabályait elfogadja.

7.2. A lefoglalt szobákat a foglalás szerinti kezdőnap helyi idő szerint 14:00-tól lehet átvenni. Ennél korábban a szobákat felár ellenében, kapacitástól függően tudja a Hotel rendelkezésre bocsátani. Hacsak a vendég nem beszélt meg egy későbbi érkezési időpontot, vagy ha az adott szobát előre ki nem fizették, úgy a Hotel helyi idő szerint 18:00 után kiadhatja másnak is az adott szobát. A Hotel ilyen esetekben nem köteles alternatív megoldást kínálni.

7.3. A szobákat legkésőbb a foglalás szerinti határozott idő utolsó napján helyi idő szerint 11:00-kor el kell hagyni. Amennyiben a vendég nem hagyja el a szobát eddig az időpontig, úgy a Hotel felszámíthat 50 EUR kötbért; amennyiben a vendég helyi idő szerint 16:00-ig sem hagyja el a szobát, úgy a Hotel felszámíthatja a foglalt szoba aktuális szobaárát. Amennyiben a távozás elmulasztásával a Vendég a Hotelnek kárt okoz, azt köteles megtéríteni a fenti díjakon felül.

## 8. A szerződés teljesítésének visszautasítása, a szolgáltatási kötelezettség megszűnése

8.1. A Hotel jogosult a szállás-szolgáltatásra vonatkozó Szerződést azonnali hatállyal felmondani, és a szolgáltatások nyújtását megtagadni, ha a Vendég:

- a) nem rendeltetésszerűen használja a rendelkezésre bocsátott apartmant/ szobát, vagy a Hotel területét;
- b) a Hotel biztonsági előírásait, rendjét nem tartja be, annak alkalmazottaival vagy más vendégeivel szemben kifogásolhatóan, durván viselkedik; alkohol, vagy drogok befolyása alatt áll, fenyegető, sértő, vagy más elfogadhatatlan viselkedést tanúsít;
- c) fertőző betegségben szenved;
- d) nem teljesíti a Szerződésben meghatározott előleg / foglalási fizetési kötelezettségét a meghatározott időpontig;
- e) egyéb súlyos szerződésszegést követ el.

8.2. Amennyiben a felek közötti Szerződés „vis major” okokból nem teljesül, nem teljesíthető (lehetetlenül), a szerződés megszűnik.

## 9. Elhelyezési garancia

9.1. Amennyiben a Hotel a Szerződésben szereplő szolgáltatásokat saját hibájából (pl. túlértékesítés, ideiglenes üzemeltetési problémák, stb.) nem tudja biztosítani, akkor köteles a Vendég elhelyezéséről haladéktalanul gondoskodni.

9.2. A Hotel köteles az elhelyezés körében:

- a) a Szerződésben szereplő szolgáltatásokat, az abban visszaigazolt áron, az ott kikötött időtartamra - vagy az akadályoztatás megszűntéig - egy másik, ugyanazon vagy magasabb kategóriájú szálláshelyen biztosítani/felajánlani. A helyettesítő szálláshely biztosításának valamennyi többletköltsége a Hotelt terheli;
- b) térítésmentesen telefonálási lehetőséget biztosítani a Vendég részére a szálláshely változásának közlésére;
- c) ingyenesen transzfert biztosítani a Vendég részére a felajánlott helyettesítő szálláshelyre való költözéshez, és az esetleges későbbi visszaköltözéshez.

9.3. Amennyiben a Hotel e kötelezettségeinek maradéktalanul eleget tesz, vagy a Vendég a számára felajánlott helyettesítő szálláslehetőséget elfogadta, utólagos kártérítési igénnyel a Vendég nem élhet.

## 10. A vendég betegsége, halála

10.1. Amennyiben a szállás-szolgáltatás igénybevételének időtartama alatt a Vendég megbetegszik, és maga nem képes saját érdekében eljárni, a Hotel orvosi segítséget ajánl fel.

10.2. A Vendég betegsége/halála esetén a Hotel költségkompenzációra tart igényt a beteg/elhunyt hozzátartozója, örököse, illetőleg a számlafizetője részéről; az esetleges orvosi és eljárási költségek, az elhalálozást megelőzően igénybevett szolgáltatások ellenértékének, és a betegség/haláleset kapcsán a felszerelések, berendezési tárgyakra keletkezett esetleges károk tekintetében.

## 11. Háziállatok

11.1. A Hotelbe háziállat általában bevihető, a szállodai szobában a Vendég felügyeletével tartható. A közlekedési utakat a szobák megközelítésére használhatják, egyéb helyiségek (bár, konferencia-terem, étterem, uszoda stb.) azonban a háziállattal nem látogathatók.

11.2. A Vendég teljes körűen felelős a háziállat által okozott károkért.

11.3. A Hotelben 20 EUR/éjszaka/kisállat díj kerül felszámításra.

## 12. A Vendég jogai

12.1. A Szerződés értelmében a Vendég jogosult a megrendelt apartman / szoba, valamint a szálláshely azon létesítményeinek rendeltetésszerű használatára, melyek beletartoznak a szokásos szolgáltatási körbe (nélkülük a szálláshely nem vehető igénybe).

12.2. A Vendég a Hotel által nyújtott szolgáltatások teljesítésével kapcsolatban panasszal élhet a szálláshelyen való tartózkodás időtartama alatt. A Hotel ezen időszakban hozzá írásban igazoltan eljuttatott (vagy általa jegyzőkönyvbe felvett) panasz kezelésére vállal kötelezettséget.

12.3. A Vendég panasztételi joga a szálláshelyről történt elutazását követően megszűnik.

## 13. A Vendég kötelezettségei

13.1. A Vendég köteles a Szerződésben megrendelt szolgáltatások ellenértékét a Szerződésben meghatározott időpontig és módon kiegyenlíteni.

13.2. A Vendég gondoskodik arról, hogy a felelőssége alá tartozó 18 év alatti gyermek csak felnőtt felügyelete mellett tartózkodjon a Hotelben.

13.3. A Vendég saját ételt-italt nem vihet be a Hotel vendéglátó egységeibe.

## 14. A Vendég kártérítési felelőssége

14.1. A Vendég felelős mindazon károkért, melyeket a Hotel vagy harmadik személy a Vendég, vagy kísérfője, vagy az ő felelőssége alá tartozó más személyek hibájából elszenved. E felelősség akkor is fennáll, amennyiben a károsultnak jogában áll kárának megtérítését közvetlenül a Hoteltől igényelni.

## 15. A Hotel jogai

15.1. Amennyiben a Vendég az igénybevett, vagy a Szerződésben megrendelt, de igénybe nem vett szolgáltatások díjának megfizetésére vonatkozó kötelezettségének nem tesz eleget, a Hotelt követeléseinek biztosítására zálogjog illeti meg a Vendégnek azon személyes tulajdonságait, amelyeket a szállodába magával vitt.

## 16. A Hotel kötelezettsége

16.1. A Hotel köteles:

a) a szerződés alapján megrendelt szállás- és egyéb szolgáltatást az érvényes előírások, szolgáltatás sztxenderdek szerint teljesíteni;  
b) a vendég írásos panaszát kivizsgálni, és a probléma kezeléséhez szükséges lépéseket megtenni, melyet köteles írásban is rögzíteni.

## 17. A Hotel kártérítési felelőssége

17.1. A Hotel felelősséget vállal minden olyan, a Vendéget ért kárért, mely a Hotelen belül, a Hotel, vagy annak alkalmazottai hibájából következett be.

17.1.1. A Hotel felelőssége nem terjed ki azokra a káreseményekre, amelyek a Hotel alkalmazottainak és vendégeinek körén kívül eső elháríthatatlan ok miatt következtek be, vagy azokat a Vendég maga okozta.

17.1.2. A Hotel kijelölhet olyan helyeket a Hotelben, ahová a Vendég nem léphet be. Az ilyen helyeken történt esetleges kárért, sérülésért a Hotel felelősséget nem vállal.

17.1.3. A Vendégnek az őt ért kárt azonnal jelentenie kell a Hotelben, és minden szükséges adatot a Hotel rendelkezésére kell bocsátania, amely a káreset körülményeinek tisztázásához, esetleg a rendőrségi jegyzőkönyv felvételéhez/rendőrségi vagy egyéb (biztosítási) eljáráshoz szükséges.

17.2. A Hotel felelősséget vállal azért a kárért is, amelyet a Vendég a vagyontárgyainak elvesztése, elpusztulása vagy megsérülése folytán szenved el, abban az esetben, ha a Vendég a Hotel által kijelölt, illetőleg általában erre rendelt helyen, vagy a szobájában helyezte el, vagy amelyeket a Hotel olyan alkalmazottjának adott át, akit vagyontárgyainak átvételére jogosultnak tarthatott. A szálloda felelőssége alapján a kártérítés mértéke legfeljebb a napi szobaár összegének ötvenszerese.

17.3. Az értékpapírokért, készpénzért és egyéb értéktárgyakért a szálloda felelőssége akkor áll fenn, ha a szálloda a dolgot megőrzésre átvette, vagy a megőrzésre átvételt megtagadta. Az így elhelyezett dolgokért a szálloda felelőssége korlátlan. Ebben az esetben a bizonyítás a Vendéget terheli.

17.4. A Hotel gépjárművekért, és az azokban hagyott értéktárgyakért, valamint élő állatokért nem vállal felelősséget.

## 18. Adatkezelés, titoktartás

A Hotel a vonatkozó adatkezelési jogszabályokban meghatározottak szerint jár el.

A Hotel bizonyos területein (pl. közlekedő utak) kamerás megfigyelő rendszer működik élet-, és vagyónvédelmi céllal. A szerződés megkötésével a Vendég tudomásul veszi a kamerás megfigyelést és hozzájárul ahhoz.

## 19. Vis major

Olyan ok, vagy körülmény esetén (például; háború, tűz, árvíz, időjárásbeli viszontagság, áramhiány, sztrájk bekövetkezése), amely felett a fél nem bír ellenőrzéssel (vis major), bármely fél mentesül a Szerződésből eredő kötelességének teljesítése alól, amíg ezen ok vagy körülmény fennáll. A felek egyetértéssel abban, hogy minden tőlük telhetőt megtesznek, hogy ezen okok és körülmények bekövetkeztének lehetőségét a lehető legalacsonyabb szintre szorítsák, és az így okozott kárt vagy késedelmet a lehető leghamarabb helyrehozzák.

## 20. A felek jogviszonyában alkalmazandó jog, eljáró bíróság

20.1. A Hotel és a Vendég közötti jogviszonyra a magyar jog irányadó. A szolgáltatási szerződésből eredő bármely jogvita lefolytatására a szolgáltatás helye szerinti magyar bíróság az illetékes.

Budapest, 2017. december 27.

## Terms and Conditions Adina Budapest

### 1. Scope of the contract, contracting parties, stipulations related to the activities

1.1. The scope of the present General Terms and Conditions shall cover the contracts that are being concluded by the Adina Apartment Hotel Budapest (further on: Hotel) and the guest (or the Agent) in regard of letting out the apartments /guest rooms and providing other services. The General Terms and Conditions shall be applied from January 1, 2018.

1.2. Data of the Hotel:

**Sydney Apartman Hotel 2000 Kereskedelmi és Vendéglátó Korlátolt Felelősségű Társaság**

Company address: 1133 Budapest, Hegedűs Gyula u. 52.

Company registration no.: 01-09-263368

Tax number: 10886737-2-41

Community tax number: HU10886737

Bank account number: HUF 12011069-01612215-00100001

EUR 12011069-01612215-00300005

1.3. The Guest and the Agent

1.3.1. The Guest is using the services provided by the Hotel. If the services – in regard of the given apartment (room) are used jointly by several Guests or the Guest's relatives, then the rules related to the Guest shall also apply to these people, too and in regard of the General Terms and Conditions they are considered Guests.

1.3.2. If the services are being ordered by the guest directly from the Hotel and the Hotel is accepting it (confirmed it with identical content) then the Guest becomes a Contracting party.

1.3.3. If the order related to the services is being submitted to the Hotel by a third party assigned by the Guest (further on: Agent) then the terms and conditions of the services and cooperation will be stipulated by the contract concluded between the Hotel and the Agent. In such case the Hotel is not obliged to investigate whether the third party is representing the Guest legitimately.

1.4. The Hotel's prior written consent is required to cede the rooms, to use them for a purpose differing from accommodation, to organise public events or for other promotion activities, job interviews, sales and similar events as well as to use the Hotel's premises. The Hotel may apply an extra fee for such utilisation of the rooms, premises.

1.5. The guests shall be subject to the General Terms and Conditions if the parties had agreed upon it in advance.

### 2. Creation of the individual contract

2.1. The individual contract is being concluded and comes into force when the Hotel is accepting the guest's booking. The Hotel can confirm the booking in writing, too.

2.2. If the guest is organising the reservation through a third party, then pursuant to the statement given by the third party to the Hotel the provisions of the contract shall apply to the third party and the guest.

2.3. Before the contract comes into force the guest shall notify the Hotel without any special request if his activities performed in the Hotel may influence the Hotel's business activities, security or goodwill.

2.5. The claims toward the Hotel are expiring after one year from the occurrence of the claim. Pursuant to the Civil code the claimant shall know this period and he has to accept it in writing. If the notification about the one-year period and the written agreement do not incur then such claims are expiring after 5 years. The shorter period related to the restriction of the claim can't be applied in the Hotel's scope of liability that relates to the breach of contract that is related to the deliberate acts or those that damage the human life, bodily integrity or health.

### 3. Duration of the contract

3.1. The individual contract on the utilisation of the accommodation-service is for a definite period if there is no contrary written agreement between the Parties.

3.2. If before the expiry of the definite term the Guest is leaving the room (apartment) for good, the Hotel is entitled to charge 100% for the entire term of the service. The Hotel is entitled to sell again the room / apartment that was vacated before the expiry of the definite term.

3.2. If the Guest wants to utilise the accommodation-service for more than agreed then he has to initiate its prolongation and there is need for the Hotel's prior consent. In such case the Hotel may ask for the payment of the fee of the already provided service.

3.3. The Guest is informing about any change, modification respectively cancellation related to the booking in writing, by fax or e-mail only and the Hotel shall confirm it in writing in function of the availability.

### 4. Conditions of termination

#### 4.1. Cancellation by the Guest

4.1.1. If in its offer the Hotel did not specify another condition then it is possible to cancel the accommodation-service without penalty up to 4 p.m. - local time - on the day prior to arrival.

a) If the Guest did not secure the utilisation of the accommodation-services through advance payment, credit card-precharging or other mode specified in the Contract, then the Hotel's service-providing obligation shall exist until 6 p.m. (local time) of arrival day.

b) If the Guest secured the utilisation of the accommodation-services through advance payment, credit card-precharging or other mode specified in the Contract and he does not arrive until 6 p.m. on the arrival day and he does not inform in advance that he is going to arrive later, the Hotel is enforcing the accommodation fee of at least one day as penalty specified in the Contract. In such case the Hotel sustains the accommodation for the Guest until 11 a.m. of the following day, after this the Hotel's service-providing obligation ceases to exist.

4.1.2. In case of booking services, groups or events the Hotel is setting special terms and conditions that differ from the above-mentioned and are set in a separate Contract.

#### 4.2. Termination by the Hotel

4.2.1. If the contracting parties have agreed upon payment in advance or he does not meet this obligation within the period provided by the Hotel, then the Hotel may cancel the contract.

4.2.2. In addition the Hotel can cancel the contract in extraordinary situations, too. Such extraordinary situations can be the following:

- if the contract can't be fulfilled due to a force majeure or other events for which the Hotel is not liable,
- if the booking for the Hotel's services is misleading or takes place based on false data, that is for example related to the guest's personal identity or the purpose of his stay,
- if the Hotel can legitimately think that the utilisation of the Hotel's services may negatively influence its business activities, the goodwill or the safety of the Hotel or its guests, or
- if the Guest commits other significant breach of contract.

4.2.3. The Hotel can any time stop /terminate the job interviews, promotion and similar events that were not permitted the Hotel.

4.2.4. The Guest is not entitled to compensation if the Hotel has sound grounds to cancel the contract or terminates it in consideration with the previously specified provisions.

### 5. Fees and prices of the services

5.1. The current room and apartment prices will be displayed at the Hotel's reception and they can also be seen on the Hotel's website. The prices of the Hotel's other services (laundry, wellness, etc.) will be available at the given department of the hotel (reception, wellness).

5.2. The Hotel may alter the announced prices freely without preliminary announcement.

5.3. When telling the prices the Hotel specifies whether the announced prices contain the taxes specified by the Hungarian law in force (VAT, tourism tax).

5.4. If the tax law is varying between the day when the contract comes into force and its fulfilment then the Hotel will modify the prices accordingly.

5.5. If there are more than three months between the contract's coming into force and its fulfilment (with special regard to the eventual lasting stay) and the Hotel is raising the price of the provided services, then the Hotel can also increase the price set in the contract but by maximum 5% only. If the period between the contract's coming into force and its fulfilment exceeds six months, then another 5% will be added to the upper limit. In this regard the price changes described in article 5.4 do not matter.

### 6. Mode of payment, guarantee

6.1. The Hotel is entitled to the price for the services provided to the Guest after the utilisation, before the Guest is leaving the Hotel but in case of special arrangements it may be possible for the Guest to pay subsequently, too.

6.2. For assuring the settlement of the price of the services or the contractual utilisation of the special services the Hotel

- a) may ask for credit card guarantee during which the price of the ordered and confirmed service is being blocked on the credit card,
- b) may ask for the payment of an advance for a certain or the whole part of the service fee.

6.3. The Guest may pay or the service in the following currencies:

The payment can take place in HUF, EUR and USD as well as by using the Visa or MasterCard in HUF.

The Hotel is charging the FCY room-price in HUF by applying the valid mid-rate specified by the MNB (National Bank of Hungary). In case of paying in EUR or USD the Hotel is calculating the final amount by applying the mid-rate valid on the billing day and calculated by the MNB.

In case of staying for more than 30 days the Hotel is adjusting the billing rate to the MNB's current mid-rate until the 5th of every month.

6.4. Guest shall cover all the costs related to the application of any payment mode.

6.5. In case of late payment the Guest is obliged to pay the Hotel for the missed fees double of the MNB base rate (National Bank of Hungary) but a default interest of at least 10%; the collection lump-sum according to the related law, and the cost of the legal proceedings.

### 7. Rules of handing over and returning the guest rooms

7.1. Through the booking the guest is accepting the rules of taking over and returning the room.

7.2. The booked rooms can be taken over from 2 p.m. (local time) of the starting day that corresponds to the reservation. The rooms can taken earlier for a certain additional fee depending on availability. Unless the guest did not agreed upon a later time of arrival or if the given room was not paid for in advance, then the Hotel can give the room to somebody else after 6 p.m. (local time). In such situations the Hotel is not obliged to offer an alternate solution.

7.3. The rooms need to be vacated until 11 a.m. (local time) of the last day of the definite period that corresponds to the booking. If the

guest does not vacate the room till this hour then the Hotel may charge a penalty of EUR 50; if the guest does not leave the room until 4 p.m. (local time) either then the Hotel may charge the current price of the booked room. If the Guest is causing damages to the Hotel by failing to leave, he/she shall compensate the hotel in addition to the above fees.

## 8. Refusing the fulfilment of the contract, termination of the service providing obligation

8.1. The Hotel is entitled to terminate the accommodation-service-related Contract with immediate effect and refuse to provide the services if the Guest:

- a) does not use properly the provided apartment / room or the Hotel's area;
- b) does not comply with the Hotel's security provisions and order, he behaves impolitely toward the Hotel's staff or other guests; he is under alcoholic influence, shows threatening, hurting or other unacceptable behaviour;
- c) has a contagious disease;
- d) does not meet the Contractually defined advance-related payment obligation by the defined date;
- e) commits other serious breach of contract.

8.2. If the Contract between the parties is not fulfilled due to „force majeure” reasons, it can't be fulfilled (it becomes impossible), then the contract ceases to exist.

## 9. Accommodation guarantee

9.1. If the Hotel could not assure the Contractual services due to its own fault (e.g. overbooking, temporary operational problems, etc.) then it is obliged to immediately provide accommodation for the Guest.

9.2. In regard of the accommodation the Hotel shall:

- a) offer / assure the Contractual services at the price confirmed accordingly, for the specified period – or till the termination of the hindrance – at another accommodation place of the same or higher category. All the extra costs of assuring the replacement accommodation shall be covered by the Hotel;
- b) provide the free-of-charge possibility for the Guest to phone in order to announce the changing of the accommodation;
- c) provide free-of-charge transfer for the Guest in order to move to the offered replacement accommodation and for the eventual return in the future.

9.3. If the Hotel meets these obligations in full or the Guest accepted the offered replacement accommodation, then the Guest may not set subsequent compensation claim.

## 10. Illness, death of the guest

10.1. If during the utilisation of the accommodation-services the guest gets ill and he/she can't proceed in his/her own interest then the Hotel is offering medical assistance.

10.2. In case of the Guest's illness/death the Hotel asks for cost compensation from the relatives, or heirs or the invoice payer of the patient/deceased; in regard of the eventual medical and procedural costs, the price of the services used prior the death and the eventual damages of the equipment items in connection with the disease/death.

## 11. Pet animals

11.1. The Hotel usually welcomes the pets, they can be kept in the room if supervised by the Guest. The routes can be used to access the rooms, however other premises (bar, conference room, restaurant, swimming-pool, etc.) can't be visited with the pets.

11.2. The Guest will be fully liable for the damages caused by the pet.

11.3. The Hotel will charge EUR 20 / night / pet.

## 12. Rights of the Guest

12.1. Pursuant to the Contract the Guest is entitled to properly utilise the ordered apartment / room and the facilities of the accommodation that belong to the usual scope of services (without them the accommodation can't be used).

12.2. In regard of the fulfilment of the services provided by the Hotel the Guest can complain during this stay at the accommodation. The Hotel is obliged to investigate these complaints submitted in writing and in a proved way during this period (or recorded in a protocol).

12.3. The Guest's right to complain cease to exist after he has left the hotel.

## 13. Obligations of the Guest

13.1. The Guest shall be obliged to settle the price of the contractually ordered services by the time and in the way specified in the Contract.

13.2. The Guest shall make sure that the children for whom he/she is responsible and who are under 18 can be in the Hotel only if they are accompanied by the adult.

13.3. The Guest shall not bring his/her own food / drinks into the Hotel's catering units.

## 14. Compensation obligation of the Guest

14.1. The Guest shall be liable for all the damages caused to the Hotel or third parties because of the Guest, or his/her company or the person belonging to him/her. This liability shall prevail even if the suffering party has the right to ask for the compensation directly from the Hotel.

## 15. Rights of the Hotel

15.1. If the Guest does not pay for the used services or for the services that were ordered through the Contract but being not used, then – in order to settle the claim - the Hotel is entitled to place a mortgage right on the Guest's personal items he took to the hotel.

## 16. Obligations of the Hotel

16.1. The Hotel is obliged:

- a) to provide the contractually ordered accommodation and other services according to the provisions, services and standards in force;
- b) to investigate the guest's written complaint and make the steps required to handle the problem as well as set it in writing, too.

## 17. Compensation obligation of the Hotel

17.1. The Hotel is liable for all the Guest-related damages that occur within the Hotel, or due to the error of the Hotel or its employees.

17.1.1. The Hotel's liability does not cover the damage events that incurred due to the unavoidable reasons falling beyond the Hotel's employees and guests or they were caused by the Guest.

17.1.2. The Hotel may select areas in the Hotel where the guest has no access. The Hotel is not liable for the eventual damages, injuries that take place in these places.

17.1.3. The Guest shall immediately report the suffered damages in the Hotel, and shall provide the Hotel with every datum that is necessary to clarify the circumstances of the damage case, maybe for the police report or other police (insurance) proceedings.

17.2. The Hotel assumes liability for the damages the Guest suffers through the loss, damaging of his property, when the Guest deposited it in the place specified by the Hotel or in the room or gave them to the Hotel's personnel he considered entitled to take



over his properties. Based on the hotel's liability the extent of compensation can be maximum 50 times the daily room price.

17.3. The hotel is liable for the securities, cash and other valuables if the hotel took over the thing for custody or refused the custody. The hotel is liable unlimitedly for the items deposited in this way. The proving obligation is related to the Guest.

17.4. The Hotel does not assume liability for the vehicles and the valuables and live animals left therein.

#### **18. Data management, confidentiality**

The Hotel shall proceed according to the contents of the related data-management law.

In certain areas of the Hotel (such as the routes) there is video surveillance with life and property protection purpose. By concluding the contract the Guest acknowledges the video surveillance and approves it.

#### **19. Force majeure**

In case of reasons or circumstances (such as: war, fire, flood, weather issues, power cut, strike) over which the party has no control (force majeure), each party is exempted from the obligations deriving from the Contract as long as this reason or the circumstance does exist. Parties agree they do everything possible to keep the appearance of these reasons and circumstances at the lowest level and to handle the caused damages or delay within the shortest possible time.

#### **20. The law that is applicable in regard of the parties' legal relationship, proceeding court**

20.1. The legal relationship between the Hotel and the Guest shall be governed by the Hungarian law. Regarding the legal disputes arising from the service providing contract the Hungarian court corresponding to the point of service shall be competent.

Budapest, December 27, 2017