Terms of Service

Flughafen München GmbH for hotel accommodation contracts in the Lilienthalstrasse 5 and 7 in 85339 Hallbergmoos

I. Scope

- These terms and conditions apply to contracts (verbally, in writing or in text form also e-mail) about the rental of hotel beds or hotel rooms for accommodation and other services provided by Flughafen München GmbH (hereinafter referred to as "FMG").
- 2. Other terms and conditions do not apply. Other or further agreements are only valid if they are expressly confirmed in writing by FMG.

II. Contract conclusion, rental period

- 1. The hotel leasing contract for one or more hotel beds comes through Request from the customer ("booking request") and acceptance by FMG in writing to the customers ("reservation confirmation").
- 2. Upon conclusion of the contract, the customer is entitled to the number of rented hotel beds at the current price, but not on the provision of specific beds in certain rooms, unless otherwise agreed in writing. At Occupancy of only one hotel bed in a double room will be the occupancy of the other hotel beds assigned by FMG, unless expressly otherwise in writing agreed.
- 3. The rental period for the hotel bed / hotel room is at least one month from check-in date (occupancy month). Likewise, an extension requested by the customer is always at least one month from the end of the previous month of occupancy.
- 4. If the customer does not appear on the check-in date, FMG is entitled to allocate hotel bed / hotel room elsewhere from the beginning of the next day; performed in this case, prepayments will be refunded less the cancellation fee.
- 5. The customer is entitled to withdraw from the hotel accommodation contract up to 14 days before check-in date to withdraw free of charge. If you withdraw within 14 days before check-in a cancellation fee of EUR 200.00 will be charged up to the day before the check-in date unless FMG can rent the room to someone else or the customer instructs less damage after. The withdrawal takes place by declaration in text form of the FMG.

III. Prices, payment

1. The prices apply according to the current price list when the customer applies. If there are more than four months between the application and the check-in date, FMG is entitled to adjust the prices to the current price list.

- 2. The agreed prices apply including the taxes and duties applicable when the contract was concluded. Local taxes under local law are not included, e.g. tourist tax, as far as this will be charged.
- 3. The customer can only offset undisputed or legally binding claims against a claim by FMG from this hotel accommodation contract.
- 4. The customer pays at the latest on the day of check-in, by credit card (MasterCard or Visa) or EC card at the hotel reception. A cash payment is excluded. The customer receives access to the bed / room at the hotel operator's hotel reception, Lilienthalstrasse 9 in 85339 Hallbergmoos only after presenting the reservation confirmation.
- 5. When checking in, the customer pays the first month of occupancy in advance. In the case of stays of several months (max. 6 months) it is the responsibility of the customer to pay in advance for the following months (at the latest 2 days before the end of an occupancy month for the next occupancy month).
 - If the customer does not make a timely payment for the following months, FMG reserves the right to vacate the room, to store the customer's belongings for a fee and to block access to the room / bed for the customer. For this process, FMG charges an additional process fee of EUR 250.00.
- 6. The price according to Point III only includes the provision of the hotel bed / room, a set of bed linen and a set of two towels, as well as final cleaning when checking out.
 - Additional services according to the attached list of services are not offered by FMG, but are provided by the hotel operator of the Hotel Lilienthalstrasse 5-9. These additional services can only be booked directly by the hotel operator at the hotel reception desk. FMG also points out that between hotel accommodation and other operational activities of the customer for FMG or there is no connection whatsoever with other companies operating at the airport, in particular company insurances do not apply to this hotel accommodation contract. The FMG further points out that electrical rental equipment (hotplates, microwave, television, ironing board, iron) can only be obtained from the hotel operator for safety reasons and electrical rental equipment procured by the owner or purchased from third parties may not be used in the rooms.
- 7. A refund for unused days in a current month is excluded.

IV. Preparing and leaving the beds / rooms

- On the check-in date, the booked beds / rooms are available to the customer from 4 p.m. The latest check-in time is 9:00 p.m. unless otherwise agreed in writing with FMG
- 2. On the check-out date, the booked beds / rooms are to be returned between 8:00 am and 11:00 am, unless otherwise agreed in writing with FMG.
- 3. It is the responsibility of the customer to arrange a handover date at the hotel reception in good time, at which a handover protocol is drawn up together with the hotel operator. If a check-out takes place without prior handover, this will be handover protocol drawn up in the absence of the customer. In this case, the customer already recognizes the handover protocol.
- 4. A final cleaning takes place when a user changes a bed in the room. The other user of the double room is obliged to allow this final cleaning and to keep the area of the room free on this day. Failure to do so will result in an additional cleaning fee being charged to the remaining user. This also applies if the hygienic condition of the room requires intermediate cleaning. Express reference is made to the hotel operator's house rules and the associated right to enter the room at appropriate times for the purpose of assessing the condition.

V. Extension and shortening of the stay

- 1. The customer can extend his stay depending on the availability of rooms / beds. A stay in one go is limited to a maximum of six months. The customer must renew at least two weeks prior to the original check-out date in announce text form to FMG. If FMG agrees to an extension, Section III applies. 5. of these terms and conditions. In the event of a price change, section III applies. 1. of these terms and conditions.
 In the event of an extension, the room / bed may have to be changed.
- 2. A shortening of the stay is only possible if this is announced at least one month in advance.

VI. Liability

1. The customer is liable to the hotel operator for willful and negligent damage to the rooms, room furnishings and rental equipment. We recommend taking out liability insurance with coverage of at least EUR 5,000.00. If a key or other access authorization is lost, FMG will invoice

- the customer for the damage, but at a flat rate of at least EUR 300.00 if a key is lost, but at least a flat rate of EUR 20.00 if a code card is lost.
- 2. FMG reserves the right to withhold justified claims directly from the salaries of its employees.
- 3. FMG is liable for damages for which it is responsible, resulting from injury to life, limb or health. For other damage caused by willful intent or gross negligence a breach of duty by FMG, and FMG is also liable for damage resulting from an intentional or negligent breach of typical contractual obligations. FMG is only liable for items brought in by the customer in accordance with the statutory provisions. When bringing in money, securities or valuables with a total value of more than EUR 800.00 or valuables with a total value of EUR 3,500.00, separate arrangements must be made with FMG.
- 4. The customer has to observe the enclosed house rules. In the event of a breach of these house rules, both FMG and the hotel operator can make unrestricted use of their house rules at any time and terminate the hotel accommodation contract immediately.

VII. Other

- 1. Changes or additions to this contract or the General Terms and Conditions should be made in writing. Unilateral changes or additions are made by the customer ineffective.
- 2. German law applies.
- 3. FMG does not take part in the dispute settlement procedure of the consumer arbitration boards with regard to this hotel accommodation contract.
- 4. Should individual provisions of these general terms and conditions be or become ineffective or void, the validity of the others shall not be affected.