

# General Terms of Business for the Lodging Agreement

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## Terms of Business

CA Comfort Aparthotel Frankfurt GmbH (hereinafter referred to as „ACHAT“)

### 1.) Scope of validity

The terms of business apply to lodging agreements (hotel contracts) and to all other services and deliveries of goods by ACHAT on behalf of guests. Contrary terms of the guest and / or customer shall not apply unless they have been confirmed prior in text form or in written form by ACHAT.

### 2.) Concluding the lodging agreement

The lodging agreement (hotel contract) may be concluded in writing, text form, verbally or by telephone. The contract shall be deemed to have been concluded as soon as the room(s) is / are booked and confirmed or - if such confirmation was not possible for time reasons - made available. The contract partners for the hotel contract are the guest and ACHAT. If the booking is made by a third party and not the guest, the former in his capacity as the party making the booking shall be liable for all obligations arising from the lodging agreement, along with the guest as the codebtor. The party making the booking undertakes to pass on to the guest the General Terms of Business along with all other relevant information. The sub-letting and re-letting of rooms, function rooms, exhibition areas or advertising space, as well as use of rooms for purposes other than lodging, require the prior permission in text form of the hotel. If rooms or other services are reserved on an option basis, the option data shall be binding for both contract partners. After expiry of the agreed option period, ACHAT may, without prior consultation, freely dispose of the rooms and services on which an option has been booked.

### 3.) Services, prices

ACHAT undertakes to reserve the rooms, function rooms and services booked by the guest in line with these General Terms of Business and to furnish the agreed services. The guest shall have no entitlement to the provision of a particular hotel room or a particular function room unless this has been confirmed in writing or in text form by ACHAT. The guest undertakes to pay the hotel's applicable and agreed prices that apply to the provision of the room(s) or function rooms(s) and to the other services that he utilises. This shall also apply to expenses incurred by ACHAT with respect to third parties engaged by the guest and / or the party making the booking. The agreed prices include the respective statutory rate of value added tax. If the period between the conclusion of the contract and the furnishing of the service exceeds four months and if the price generally charged by ACHAT for such services increases, ACHAT may increase the contractually agreed price as appropriate, but by no more than 10 per cent. ACHAT may also revise the prices if the guest subsequently wishes to change the number of rooms booked, the services to be furnished by ACHAT or the duration of the stay, and if ACHAT agrees to such changes. The approval can be subject to the guest's acceptance of higher prices for rooms and / or other services provided by ACHAT.

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## 4.) Payment conditions

Unless agreed otherwise in a particular individual case, all payments shall be due at the hotel upon departure. Bills can be paid in the local currency, as well as in EUROs at the currency rate of the day. The acceptance of credit cards shall at all times be at the discretion of ACHAT, even when notices in the hotel state that credit cards are accepted. The hotel guest shall be deemed to be in arrears with payment if no payment is made within a maximum of 30 days following receipt of a bill; to end-consumers this applies only if they have been explicitly advised of these consequences in the bill. If the guest is in arrears with payment, the hotel shall be entitled to claim from the guest interest on arrears at a rate of 5 per cent above the basic rate of interest of the Deutsche Bundesbank. In business relationships, the rate of interest on arrears is 9 % above the basic rate of interest. ACHAT reserves the right to claim additional damages. ACHAT shall be entitled to charge a reminder fee of 3.00 € for every reminder sent to the guest once the guest is in arrears with payment. The guest reserves the proof of a lower, ACHAT reserves the proof of a higher damage. Upon conclusion of the contract or subsequently, ACHAT shall be entitled to demand an appropriate prepayment or security. The prepayment amount and when it is due can be agreed in writing in the contract. At any point in time during the guest's stay at the hotel, ACHAT shall also be entitled to present the guest with an interim bill for outstanding accounts and to demand immediate payment. If the guest does not pay this bill, ACHAT shall be entitled to terminate the contract without notice. If a prepayment is required, receipt of this prepayment is another condition for the reservation being valid. In order for the reservation to take final effect, the amount billed in advance must have been received no later than on the contractually agreed date or on the date stated in the bill. Offsetting by the guest shall only be permitted if the guest has an undisputed or legally valid claim to offset against the claim of ACHAT.

## 5.) Cancellations, cancellation fees, / no-shows, cancellation without notice

ACHAT grants the guest the right to cancel the booking at any time. The following conditions apply in this case:

- If a guest cancels the booking, ACHAT shall be entitled to appropriate compensation.
- Instead of fixed compensation, ACHAT shall have the option of charging the guest a flat cancellation fee. The flat cancellation fee is 80% of the contractually agreed price for overnight stays with or without breakfast, 70% of the contractually agreed price for half-board overnight stays and 60% of the contractually agreed price for full-board overnight stays. The guest shall have the right to furnish or request evidence that ACHAT has not incurred any damages, or that the damages incurred by ACHAT were less than the compensation payment demanded.
- If ACHAT calculates the compensation, the maximum amount of compensation shall be the contractually agreed price of the service furnished by the hotel, minus the value of the costs saved by ACHAT and those gained by ACHAT as a result of the hotel's services being otherwise made use of.
- The regulations governing compensation shall apply accordingly if the guest does not claim the booked room or the booked services without giving sufficient notification of this.

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- If ACHAT has granted the guest an option in the contract to withdraw from the contract within a certain period without further legal consequences, ACHAT shall have no grounds for claiming compensation. The date on which the guest's withdrawal notification is received by ACHAT determines whether it has been submitted in time. The guest must give notice of withdrawal from the contract in writing or in text form.

## 6.) Withdrawal by ACHAT

If the guest's right to withdraw within a certain time has been agreed, ACHAT shall for its part be entitled to withdraw from the contract if it has received enquiries about the contractually booked rooms and / or function rooms and the guest does not waive his gratuitous right to withdraw from the contract when ACHAT enquires if he is willing to do so. ACHAT shall also be entitled to withdraw from the contract if an agreed deposit or security has not been paid within a defined period. ACHAT shall also be entitled to give notice of immediate withdrawal from the contract on justifiable material grounds if, for example,

- acts of God or other circumstances not attributable to ACHAT make fulfilment of the contract impossible
- if ACHAT is no more operating the hotel in a future booking period and if ACHAT gave notice 6 months ahead of time
- rooms and / or function rooms were booked with misleading or incorrect information being provided, e.g. relating to the identity of the guest or the purpose
- ACHAT has justifiable reasons to believe that the guest making use of the hotel's services could jeopardise ACHAT's normal business, its safety or its public image without this being attributable to the hotel's management or organisation
- rooms are being sub-let or re-let without permission,
- ACHAT becomes aware following conclusion of the contract that the guest's financial circumstances have significantly worsened, particularly if the guest does not pay outstanding debts due to the hotel or does not offer sufficient security and the ACHATs payment entitlements therefore appear to be at risk
- the guest has applied for insolvency proceedings to be opened against his assets, has sworn an affidavit in accordance with Article 807 of the German Code of Civil Procedure (Zivilprozessordnung), has initiated out-of-court proceedings for the purpose of debt settlement or has ceased his payments
- insolvency proceedings against the guest's assets have been opened, or if the opening of such proceedings has been refused because of insufficient assets or on other grounds.

ACHAT must inform the guest immediately if it exercises its right to withdraw from the contract. If the hotel's grounds for withdrawal are justified, the client shall have no grounds for claiming compensation.

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## 7.) Arrival and departure

The guest shall have no entitlement to a specific room or rooms unless ACHAT has confirmed in writing or in text form that particular rooms will be provided. Reserved rooms confirmed by ACHAT shall be made available from 3 p.m. on the day of arrival and shall be vacated by 11 a.m. on the day of departure. In the event of late clearing of the room, ACHAT may charge 50% of the regular room rate (list price) until 6 pm for the additional use of the room, from 6 pm onwards 100% of the full valid regular room rate (list price). The guest shall have the possibility of furnishing evidence that ACHAT has incurred no or significantly less damages. ACHAT is entitled to otherwise dispose of reserved rooms after 6 p.m. on the scheduled day of arrival unless a later arrival time has expressly been agreed. Resulting from this the guest cannot derive any claims for compensation. The guest must fill in the registration form presented to him upon arrival.

## 8.) Liability

In the event of any problems, related to the services covered by the contract, ACHAT will endeavour to promptly meet the guest's complaint. If the guest is at fault for not reporting the problem immediately, the guest shall have no possibility of claiming a reduction in the contractually agreed price. The liability of ACHAT is governed by articles 701-703 of the Civil Code (BGB). Any further liability is excluded. The exclusion of liability does not apply to damages resulting from injury to life, bodily injury or health, if the hotel is responsible for the breach of duty, for other damages based on intentional or grossly negligent breach of duty by ACHAT and for damages that are intentional or negligent breach of contractual obligations of ACHAT. In accordance with the law, ACHAT shall be liable for property brought by the guest up to an amount equivalent to 100 times the accommodation price for one day, but up to a maximum of 3,500.00 Euros. ACHAT shall be liable up to a maximum of 800 Euros for cash, securities and valuables, but only if they were being kept in the hotel safe. The guest must notify ACHAT immediately upon becoming aware of any loss, destruction or damage. If the guest fails to do this, the guest shall have no possibility of claiming damages. On request lost property will be sent to the residential address of the guest against reimbursement of costs. ACHAT is entitled to hand over lost property to the local lost property office after a storage period of one month, and to invoice the respective costs to the guest. If the guest is provided with a car park space in the hotel garage or on the hotel car park either free or charge or in return for payment, this shall not represent a custody agreement between the guest and ACHAT. ACHAT is under no obligation to monitor the car parks. ACHAT shall not be liable for the theft of or damage to motor vehicles (or their contents) parked in the hotel grounds, provided that ACHAT, its legal representatives or vicarious agents have not acted with intent or gross negligence. In such cases, claims for damages against ACHAT must be made no later than when the guest leaves the hotel grounds.

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## 9.) Other terms

- a) In the public areas of the hotel, it is not permitted to consume food and beverages purchased off the premises.
  - b) The sole purpose of the headings is for clarity. They have no substantive meaning, particularly not that of a final ruling.
  - c) Place of fulfilment and payment is the business location of the respective hotel.
- 10.) Place of jurisdiction and applicable law

- a) If permitted by law, the sole place of jurisdiction for both contractual parties are the competent courts for Mannheim.
- b) For these Terms of Business and the entire legal relationship between ACHAT and the guest, the law of the Federal Republic of Germany applies.

## 11.) Concluding terms

Changes or addition to the contract, the acceptance of the proposal or the terms of business should be in writing. Unilateral additions made by the guest are invalid. If individual clauses of these General Terms of Business or a clause in any other agreement is invalid, this shall not affect the validity of the other clauses or agreements. The terms of the law apply otherwise.