

GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT (IHA) (LAST UPDATED: JULY 2008)

I. SCOPE

1. These General Terms and Conditions apply to contracts governing the rental use of hotel rooms for accommodation purposes and all other services provided by the hotel for the Customer in this context (hotel accommodation contract). The term "hotel accommodation contract" includes and replaces the following terms: accommodation contract, guest contract, hotel contract, hotel room contract.
2. The subletting of rooms and their use for purposes other than accommodation require the prior written consent of the hotel, where Section 540, Paragraph 1, Clause 2 of the German Civil Code is waived, as long as the Customer is not a consumer.
3. The Customer's General Terms and Conditions shall only apply if an agreement to this effect is made in advance and in writing.

II. CONCLUSION OF THE CONTRACT, CONTRACT PARTNERS, LIMITATION PERIOD

1. The contract is concluded when the hotel accepts the Customer's application. The hotel may choose whether or not to confirm the reservation in writing.
2. The contract partners are the hotel and the customer. If a third party has made a reservation on behalf of the customer, both he and the customer are joint debtors and liable to the hotel for all obligations contained in the hotel accommodation contract, as long as the hotel has received a statement from the third party to this effect.
3. All claims against the hotel are generally limited to one year from the legal start of the limitation period. Claims for compensation are limited to five years, regardless of knowledge. The limitation period shall not be shortened for claims based on a neglect of duty by the hotel with intent or through gross negligence.

III. SERVICES, PRICES, PAYMENT, COMPENSATION

1. The hotel is obliged to keep the room booked by the customer available and to provide the agreed services.
2. The customer is obliged to pay for accommodation and other services he has requested at the prices agreed with or applicable to the hotel. This also applies to services arranged by the customer and expenses incurred by the hotel vis-à-vis third parties. The prices agreed include the appropriate statutory rate of VAT.
3. The hotel may make its consent to the customer's request to subsequently reduce the number of booked rooms, services rendered by hotel or the duration of his stay dependent upon an increase in price for the rooms and/or that for other services rendered by the hotel.
4. Hotel invoices without a payment date should be paid in full within 10 days of receipt of the invoice. The hotel may request immediate payment of outstanding bills from the customer at any time. If there is a delay in payment, the hotel is entitled to apply the valid statutory rate of interest, amounting to 8% at present, and for legal transactions in which a consumer is involved, amounting to 5% above the basic interest rate. The hotel reserves the right to provide evidence of greater damage.
5. Upon conclusion of the contract, the hotel is entitled to request from the customer an appropriate advance payment or surety in the form of a credit card guarantee, deposit or similar measure. The amount of the advance payment and the payment dates can be agreed in writing in the contract. Advance payments or sureties for package deals do not affect legal provisions.
6. Where justified, e.g. if the customer falls into payment arrears, the hotel is entitled after the contract is concluded and up until the start of the customer's stay to request an advance payment or surety as outlined in item 5, or an increase in the contractually agreed advance payment or surety up to the full agreed amount of remuneration.
7. The hotel is also entitled at the start of and during the customer's stay to request an appropriate advance payment or surety as outlined in item 5 for existing and future receivables arising from the contract, as long as such a payment has not already been provided in accordance with item(s) 5 and/or 6.

8. The customer may only offset or reduce the hotel's claim or exercise right of retention with claims that are undisputed or legally recognised.

IV. WITHDRAWAL ON THE PART OF THE CUSTOMER (CANCELLATION) / NON-USE OF THE HOTEL'S SERVICES (NO-SHOW)

1. If the Customer wishes to withdraw from the contract concluded with the hotel, he requires the hotel's written consent to do so. If such consent is not granted, the Customer must pay the contractually agreed price, even if he does not make use of the contractual services. This does not apply in the event of a violation of the hotel's obligation to exercise consideration of the Customer's rights and interests if he can thereby no longer be reasonably

expected to adhere to the contract, or if he is due another legal or contractual right of withdrawal.

2. If a deadline for cancellation without charge was agreed between the hotel and the Customer, the Customer may, up until this time, withdraw from the contract without giving rise to claims for compensation by the hotel. The Customer shall no longer have a contractual right of withdrawal if he has not exercised his right to withdraw by notifying the hotel in writing, unless the Customer withdraws in accordance with Item IV, No. 1, Clause 3.

3. If the Customer does not make use of the rooms, the hotel must take into account the income generated through the rental of the rooms to another party and the expenses it has been spared. If the rooms are not rented out to another party, the hotel may demand the contractually agreed amount of remuneration and deduct a flat rate for the expenses it has been spared. In this instance, the Customer must pay at least 90% of the contractually agreed price for accommodation with or without breakfast, 70% for half-board arrangements and 60% for full-board arrangements. The Customer may choose whether or not to provide evidence that the aforementioned claim did not arise, or did not amount to the sum demanded.

V. WITHDRAWAL ON THE PART OF THE HOTEL

1. If it was agreed in writing that the customer may withdraw from the contract without charge before a certain deadline, the hotel is within this period entitled to withdraw from the contract if enquiries have been received from other customers in respect of the contractually booked rooms and the Customer does not waive his right to withdraw upon further enquiry by the hotel.

2. If an advance payment or surety that was agreed or demanded in accordance with Item III, Number(s) 5 and/or 6 has not been provided after a deadline set by the hotel, the hotel is also entitled to withdraw from the contract.

3. The hotel is also entitled to withdraw from the contract for justified reasons, such as – acts of God or other circumstances not caused by the hotel that make fulfilment of the contract impossible; - rooms booked using misleading or incorrect information, e.g. the Customer's identity or the purpose of his stay; - the hotel has good reason to believe that use of the hotel's service may pose a threat to the normal conduct of business, safety or the public image of the hotel, and this is out of the hotel's control or responsibility; - infringement of Item I, Number 2 above.

4. If the hotel withdraws from the contract on justified grounds, the customer may not file a claim for compensation.

VI. PROVISION, HANDOVER AND RETURN OF ROOMS

1. The customer does not have a claim to the provision of certain rooms.

2. Booked rooms will be available to the customer from 3 pm on the agreed check-in date. The customer has no right to demand that rooms be available earlier.

3. The customer shall vacate the rooms no later than 12 noon on the agreed check-out date. If the customer does not vacate the rooms by this time, the hotel may charge 50% of the full price of lodging (list price) up until 6 pm and 100% thereafter due to use exceeding the contract. This does not give grounds for contractual claims on the part of the customer. He has the right to provide evidence that the hotel has no claim or a substantially smaller claim to remuneration.

VII. LIABILITY OF THE HOTEL

1. The hotel is liable for its contractual obligations with the diligence of a prudent businessman. This

does not constitute grounds for the customer to file claims for compensation. This excludes damages caused by a neglect of duty on the part of the hotel resulting in death, bodily injury or damage to health, other damages resulting from a neglect of duty on the part of the hotel with intent or through gross negligence, and damages resulting from the hotel infringing its typical contractual obligations with intent or through gross negligence. A neglect of duty by a legal representative or vicarious agent of the hotel shall be considered a neglect of duty by the hotel. Should the hotel's services prove to be faulty or defective, the hotel will make every effort to remedy them when it becomes aware of the problem or if the Customer immediately objects. The Customer must provide reasonable assistance to remedy the fault and keep potential damages low.

2. The Hotel is liable towards the Customer for his property in accordance with legal provisions, i.e. for up to 100 times the price of the room, up to a maximum of €3500; for money, bonds and valuables this is up to €800. Money, bonds and valuables up to a maximum value of (€10 000) may be stored in the hotel's safe or the room safe. The hotel recommends making use of this facility.

3. If a parking space in the hotel's garage or car park is made available to the customer, whether free or for a fee, no contract is concluded. The hotel is not liable for loss or damage of parked vehicles and their contents on the hotel's premises, except if this occurs through intent or gross negligence. Number 1, Clauses 2 to 4 above apply accordingly.

4. The hotel shall exercise the necessary diligence with respect to the wake-up call service. Messages, post and parcels for guests are treated with care. The hotel shall take delivery of, store and – on request and for a fee - redirect the same. Number 1, Clauses 2 to 4 apply accordingly.

VIII. FINAL PROVISIONS

1. Changes or additions to the contract, the acceptance of the application or these General Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral changes or additions made by the Customer are ineffective.

2. The place of fulfilment and payment is the hotel's head office.

3. The sole court of jurisdiction for commercial transactions – and also for cheque and exchange disputes – is the hotel's registered head office. If a contractual partner satisfies the condition of Section 38, Paragraph 2 of the German Code of Civil Procedure and does not have a general place of jurisdiction within Germany, the place of jurisdiction is the hotel's registered head office.

4. German law shall apply. This UN Convention on Contracts for the International Sale of Goods and the rules of the conflict of laws shall not apply.

5. Should individual provisions in these General Terms and Conditions for the hotel accommodation contract be or become ineffective or void, this shall not affect the effectiveness of the other provisions. In all other respects, the relevant legal provisions shall apply.