



# WELCOME HOTELS

## I. Scope

1. These terms of business apply to all contracts for the provision of hotel rooms for the purpose of accommodation and for all the hotel's services and deliveries provided to the customer.
2. The reletting of the rooms and their use for purposes other than accommodation requires the hotel's prior, written consent, in a waiver of Section 540(1)ii of the German Civil Code (BGB), unless the customer is a consumer.
3. The customer's business terms shall only apply if this has been explicitly agreed in advance in writing.

## II. Conclusion of contract, partners, limitation period

1. The contract comes into effect at the point the hotel accepts the application from the customer. The hotel is free to confirm the room reservation in writing.
2. The hotel and the customer are contractual partners. Where a third party has placed the order on the customer's behalf, the third party shall be jointly and severally liable for all obligations arising from the hotel accommodation contract.
3. All claims against the hotel shall expire within a year from the start of the standard, knowledge-dependent limitation period, as set out in Section 199 (1) of the German Civil Code (BGB). Compensation claims shall expire in three years independent of knowledge. Reductions in the statutory limitation period do not apply to claims that are based on wilful intent or a grossly negligent breach of duty on the part of the hotel or an injury to life, body or health.

## III. Services, prices, payment, setoff

1. The hotel is obliged to provide the rooms booked by the customer and to supply the agreed services.
2. The customer is obliged to pay for the accommodation and any further services they use at the hotel's applicable or agreed rates. This also applies to any services arranged by the customer and the hotel's out-of-pocket expenses to third parties.
3. The agreed prices include the statutory rate of VAT. If the period between entering into a contract and contract fulfilment should exceed four months and the price generally charged

by the hotel for such services increases, this may reasonably increase the contractually agreed price, though by up to a maximum of 5%.

4. Invoices of the hotel are payable immediately without deduction. The hotel has the right to call in any accrued debts at any time and to demand immediate settlement.
5. The hotel has the right to demand reasonable advance payment or a security deposit when the contract is entered into or thereafter. The amount of advance payment and the payment terms can be agreed in the contract in writing.
6. The customer may only offset or reduce a debt with a debt that has been acknowledged in writing or that is legally enforceable.

## IV. Withdrawal by the customer (i.e. cancellation, termination)/failure to use the hotel's services

1. A withdrawal by the customer from contract entered into with the hotel requires the hotel's written consent. If this is not granted, the price agreed in the contract must also be paid, even if the customer has not used the contractually agreed services. This does not apply if the customer is entitled to a statutory and contractual right of withdrawal.
2. If the hotel has granted the customer an option in the agreement to withdraw from the contract within a specific period without any legal consequences, the hotel is not entitled to any compensation. The customer's right to withdraw from the contract shall expire if the hotel does not receive the reason for the withdrawal by the agreed date, provided this is not an instance of a withdrawal by the customer in accordance with number 1, clause 3.
3. The hotel reserves the right to claim the agreed payment from the customer for any rooms not used, although it must offset this against income from letting the rooms elsewhere and the expenditure it has saved as a result. The hotel is free to estimate the deduction for any saved expenditure. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for overnight accommodation with or without breakfast, 70% for half-board and 60% for a full-board arrangement. The customer is free to prove that the aforesaid usage was not incurred or that the amount claimed was not incurred.

## V. Withdrawal by the hotel



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1. If a free-of-charge right of withdrawal by the customer is not agreed in writing within a specified term, the hotel, for its part, is entitled to withdraw from the contract if it has enquiries from other customers for the contractually reserved rooms, and the customer fails to respond to enquiries made by the hotel about its right of withdrawal.
2. If an advance payment agreed or demanded based on the aforesaid clause III no. 5 is not made, even after a reasonable period of grace granted by the hotel has elapsed, the hotel is also entitled to withdraw from the contract.
3. The hotel is further entitled to withdraw from the contract for an objectively justified reason, for example, if
  - force majeure or other circumstances render fulfilment of the contract impossible, for which the hotel is not responsible;
  - rooms are booked with misleading or incorrect details of essential facts, e.g. about who the customer is or the purpose;
    - the hotel has reasonable grounds to suspect that acceptance of the hotel's services may affect the smooth operation of the business, the security or the hotel's public reputation, without this being attributable to the hotel's power of control or organisation;
  - the hotel learns of circumstances that the customer's financial situation has significantly deteriorated after conclusion of the contract, in particular, if the customer has failed to settle due accounts with the hotel or offer sufficient security, and the hotel's claims for payment therefore appear to be at risk;
  - there is a breach against the aforesaid clause no. 2.
4. The customer is not entitled to compensation if the hotel is justified in withdrawing from the contract.
5. The hotel must inform the customer in writing immediately before exercising the right of withdrawal.

### **VI. Provision, handover and return of rooms**

1. The customer is not entitled to specific rooms being provided.
2. Reserved rooms are available to the customer from 3.00 pm on the agreed day of arrival. The customer has no right to the rooms being provided earlier.
3. The rooms are to be vacated and returned to the hotel by 11.00 am at the latest on the day of departure. Thereafter, the hotel is entitled to 50% of the full accommodation price before 6.00 pm for the late vacation of the room for usage that exceeds the contract (list price) and 100% after 6.00 pm. This does not justify any contractual claims on the part of the customer. The customer is free to prove that the hotel has not suffered any or a significantly lower loss.

### **VII. Liability of the hotel**

1. The hotel is liable for its obligations arising from the contract with the care of a prudent businessman. Any claims for compensation by the customer are excluded. This does not apply to losses as a result of an injury to life, body or health, or infringement of essential contractual obligations (cardinal obligations), and liability for other damage caused wilfully or as a result of a grossly negligent breach by the hotel, its legal representatives or vicarious agents, or if the hotel has maliciously concealed defects. Essential contractual obligations are those that are necessary to achieve the contract's objective. If essential contractual obligations are breached, the hotel shall only be liable for foreseeable damages that are typical for the contract if these were caused by simple negligence, unless they are compensation claims by the customer because of a breach of life, body or health.
2. Existing liability restrictions apply to all compensation claims regardless of their legal basis, including claims that result from unauthorised use. The present liability restrictions and exclusions also apply in cases of possible claims for compensation by the customer against the hotel's employees. However, they do not apply in instances of liability by the hotel for a defect after having given a guarantee for the quality of an item or a work, in the case of maliciously concealed defects or personal injury.
3. Should disruptions or defects affect the hotel's services, the hotel should make every effort to find a remedy upon knowledge or immediate complaint by the customer. The customer is



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- obliged to contribute to a reasonable degree to remedy the disruption and to minimise any possible loss.
4. The hotel is liable to the customer for any items brought in based on the statutory requirements, which is one hundred times the cost of the room, a maximum of €3,500.00, and up to €800,000 for money, securities and valuables. Money, securities and valuables can be stored in the hotel or room safe. The hotel recommends that you make use of this option. However, this does not result in any liability claims.
  5. No contract of safe custody will come into effect, if the customer is provided with a parking space in the hotel garage or in the hotel's car park for payment. The hotel has neither a duty to oversee or provide security. The hotel is not liable for any loss or damage to any vehicles parked or manoeuvred on hotel property. The hotel is also not liable for the vehicles' contents, except in the event of intent or gross negligence. The general business terms for parking garages of Welcome Hotels apply in all other respects.
  6. Messages, postal and consignments of goods for guests are handled with care. The hotel undertakes delivery, storage and the onward dispatch upon request and for a fee. The hotel offers a wake-up service with the greatest of care. Aforesaid numbers 1, paragraphs 2 to 4 apply analogously.
5. Should individual conditions of these general business terms for the hotel agreement be or become ineffective or void, this shall not affect the effectiveness of the remaining conditions. In addition, the statutory requirements apply.

### **VIII. Closing conditions**

1. Any changes or additions to the contract, the application acceptance or these terms and conditions for the hotel accommodation, as well as the waiver of written form must be made in writing. Unilateral changes or additions by the customers will not be recognised.
2. The hotel's registered office is the place of performance and payment.
3. The hotel's registered office, even for disputes about cheques and bills of exchange, is the hotel's principal place of business for commercial transactions. If a contractual partner meets the conditions of Section 38(2) of the Code of Civil Procedure (ZPO) and has no national place of jurisdiction, the hotel's principal place of business is the place of jurisdiction.
4. German law applies. Application of the UN Convention on the International Sale of Goods and conflict-of-law provisions is excluded.