

General Terms of Business for the Hotel Reception Agreement

I. Area of Application

1. These terms of business shall apply for agreements on renting hotel rooms for housing as well as the performance of services and deliveries to customers by the hotel.
2. Subletting or renting of rooms taken over to further parties as well as their use for purposes other than housing require prior written approval of the hotel, whereby § 540 paragraph 1 sentence 2 BGB is excluded as far as the customer is not consumer.
3. The customer's terms of business shall only apply if this has been expressly agreed upon in writing beforehand.

II. Conclusion of an Agreement, Partners; Statute of Limitations

1. An agreement is made when the customer's application has been accepted by the hotel. The hotel is at liberty to confirm a booking in writing or not.
2. The parties to the agreement are the hotel and the customer. If a third party orders for the customer, he is liable to the customer for all obligations from the hotel reception agreement as far as the hotel has a corresponding statement of the third party.
3. All claims against the hotel are generally subject to the statute of limitations after one year as of learning the relevant facts under § 199 paragraph 1 BGB. Damage claims are subject to the statute of limitation after five years independently of learning the relevant facts. Shortening the period for limitation does not apply for claims that are based on an intentional or grossly negligent failure to perform duties on the part of the hotel.
4. We recommend taking out travel cancellation insurance.

III. Services, Prices, Payment, Offsetting

1. The hotel is obligated to make the rooms booked by the customer available and perform the services agreed upon.
2. The customer is obligated to pay the hotel's prices applying for the rooms agreed upon and made available and the further services taken advantage of. This also applies for the hotel's services and expenditures rendered to third parties at the customer's behest.
3. The prices agreed upon include value added tax applying respectively under law. If the period between making the agreement and its fulfillment exceeds four months and the prices generally posted by the hotel for such services are increased, the latter can reasonably increase the price agreed upon, but not by more than 5%.
4. Furthermore, the prices can also be changed by the hotel when the customer makes subsequent changes in the number of rooms booked, booked persons, in the hotel's services, or in the length of the guests' stay and the hotels agrees.
5. Invoices by the hotel without a date due are payable within 10 days after receipt of the invoice without discount. The hotel is entitled to make accumulated claims due at any time and demand immediate payment. In case of arrears the hotel is entitled to demand interest to the amount of currently 8% or for business involving a

consumer to the amount of 5% over the base rate. The hotel reserves the right to prove further going damage.

6. The hotel is entitled to demand a reasonable advanced payment or security at the time of making the agreement or later under consideration of the legal regulations for package holidays. The amount of the advance payment and the dates of payments can be established by written agreement.
7. The customer can only set off an undisputed or finally decided claim against the hotel's claim.
8. One change in booking of a reservation is without charge! Beginning with the 2nd, we charge. A fee of € 30.00 per change.

IV. Customer's Resignment (i.e. Cancellation / Non-utilization of the Hotel's Services)

1. The customer has the right, until the 70th day 12:00pm to withdraw from the contract with the hotel without incurring payment or damage compensation claims by the hotel. The only condition for this, is that the cancellation has to be realized in written form until the 70th day 12:00pm. In case of an early booking discount: The customer's right to cancel the booking is not valid in case of contracts of which the compensation was denominated as early booking discounts ("Frühbucherrabatte").
2. A closer-to-the-arrival lying resignation of the customer (after the 70th day, 12:00pm before the arrival from the date fixed in the contract with the hotel) requires the written approval from the hotel. If this approval is not submitted, the price agreed in the contract shall be paid, even if the customer does not avail of the contractual services.
3. If a date for charge-free cancellation has been agreed between the hotel and the customer for the agreement, then the customer may cancel the agreement until that date without giving rise to payment or damage claims on the part of the hotel. The right of withdrawal expires if it is not asserted by the customer in written form until that date.
4. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses. If the rooms are not otherwise rented, the hotel can demand the contractually agreed rate and assess a flat rate for the saved expenses of the hotel. In this event the customer is obliged to pay at least 90% of the agreed cost for overnight accommodation with or without breakfast, 70% for half board or 60% for full board. The customer shall be free to provide proof that the aforementioned claim did not arise or that it did not arise to the extent claimed.
5. Lodgings (for customers consisting of 15 or more persons – group arrangement):
For reservations of 15 persons or more (group arrangement), the following cancellation and change terms are valid:
until 90 days before arrival – complete cancellation possible;
until 45 days before arrival – up to 50% of the lodging nights agreed upon;
until 30 days before arrival – up to 20% of the lodging nights agreed upon;
until 10 days before arrival – up to 10% of the lodging nights agreed upon.
If the reservation includes more than 200 lodging nights, the above mentioned periods are extended by 10 days.

V. Cancellation on the Part of the Hotel

1. As far as the written agreement grants the customer a right to cancel free of charge within a certain period, the hotel is also entitled to cancel the agreement within this period, if there are

enquiries by other customers for the reserved rooms agreed upon and the customer does not relinquish his right to cancellation when asked to by the hotel.

2. If the price agreed upon or the advance payment demanded according to clause III No. 6 is not made and the reasonable extension period set by the hotel has expired, the hotel is also entitled to cancel the agreement.

3. Furthermore, the hotel is also entitled to rescind the agreement for exceptional reasons like:

- a) acts of God or other circumstances that make fulfillment of the agreement impossible and the hotel is not responsible for;
 - b) rooms have been reserved under misleading or false statement of essential facts like the identity of the customer or the purpose;
 - c) the hotel is justified in assuming that utilization of hotel services would disturb regular business, safety or the public image of the hotel without this being imputable to the management or organizational sphere of the hotel;
 - d) there is a violation of clause I No. 2.
4. In case of justified cancellation on the part of the hotel the customer has no claim for damage compensation.

VI. Payment – Advance Payment

1. For reservation, an advance payment in the amount of maximum 30% of the arranged price can be demanded.
2. If the advance payments demanded by the hotel are not made by the date set, the hotel is released from obligation for the agreement made.

VII. Making Rooms Available, Handover and Return

1. The customer has no claim for a certain room being made available to him.
2. Rooms reserved are made available to the customer at 4:00pm on the arrival date agreed upon. The customer has no claim for having the room made available sooner.
3. On the date of departure after the clearance of the rooms, they have to be returned to the hotel at 10:00am at the latest. After this the hotel can claim 50% of the room price (list price) for use exceeding the agreement until 4:00pm, 100% after 4:00pm. Contractual claims for the customer are not founded by this. He is free to prove that the hotel has a significantly smaller claim to use compensation or none.

VIII. Hotel Liability

1. The hotel is liable for due diligence in its obligations from the agreement. The customer's claims to damage compensation are excluded. An exception to this is damage from injury to life, limb, or health if the hotel is responsible for violating an obligation, other damage due intentional or grossly negligent violation of typical contractual duties of the hotel. A violation on the part of the hotel's legal representative or its staff is tantamount to a violation of the hotel's duties. If there are disturbances or defects in the hotel's services, the hotel will endeavor to correct this when known or immediately upon the customer's complaint. The customer is obligated to reasonably contribute to eliminating the disturbance and minimizing the damage.
2. For property brought in, the hotel is liable to the customer within the scope of the law, which is up to one hundred times the room price, to a maximum of € 3,500, as well as up to € 800 for money, securities, and precious items. Money, securities, and precious items up to the maximum value of € 20,000 can be kept in the hotelsafe, up to € 2,000 in the room safe. The hotel recommends

making use of these possibilities. Liability claims expire if the customer does not report them to the hotel immediately after learning of the loss, destruction, or damage (§ 703 BGB). For hotel liability exceeding this, the above number 1 sentences 2 to 4 shall apply correspondingly.

3. As far as the customer is allowed to park in the hotel garage or on a parking lot – whether subject to payment or not – no safekeeping agreement is established. The loss of or damage to motor vehicles parked or moved on hotel property or of their contents does not make the hotel liable except in the case of intent or gross negligence. The above number 1 sentences 2 to 4 shall apply correspondingly.

4. Waking services are performed by the hotel with greatest care. Messages, mail, and deliveries for guests are treated with care. The hotel will accept deliveries, safekeeping, and – if requested – forwarding them for a fee. The above number 1 sentences 2 to 4 shall apply correspondingly.

IX. Miscellaneous

1. Changes or amendments to the agreement, acceptance of application, or these terms of business for the hotel reception shall be made in writing. Unilateral changes or amendments by the customer are invalid.
2. Place of fulfillment and payment is the business seat of the hotel.
3. Exclusive court of venue – also for check and bill of exchange disputes – in commercial matters is the seat of the hotel. As far as the parties to the agreement fulfill the requirements of § 38 paragraph 2 ZPO and there is no general domestic court of venue the court of venue at the hotel's seat of business shall apply.
4. German law shall apply. The application of UN Purchase Law and the conflict of law shall not apply.
5. If any stipulations of these general terms of business for hotel reception should prove or become invalid or null and void, the validity of the other stipulations remains unaffected. Otherwise the general rule of law shall apply.

X. Video Surveillance

The public premises of the Hotel Feldberger Hof are being monitored for your own safety.

Feldberg, July 2014