

General Terms and Conditions (GTC) Hotel und Gaststättenbetriebs GmbH Hotel Accommodation Contract

I. Scope of application

1. These terms and conditions apply to all contracts concluded between the hotel and a tour operator concerning hotel services for individual travelers and/or travel groups (hotel accommodation contract).
2. The subletting or reletting of the rooms provided as well as the use of the rooms for other than lodging purposes require the prior written consent of the hotel.
3. The customer's general terms and conditions shall apply only if this has been expressly agreed in writing in advance agreed in writing.

II. conclusion of the contract, -partners, -liability; statute of limitations

1. The contract is concluded by the hotel's acceptance of the customer's application. The acceptance is done by a booking confirmation of the hotel. The hotel is free to confirm the room booking in writing. If a booking via the hotel's website (www.congresshotel-hoyerswerda.de), no booking is made and no contract is concluded and therefore no contract is concluded.
2. Contracting parties are the hotel and the customer. If the booking is not made by the customer himself, but by a third party third party, the third party shall be liable to the hotel together with the customer as joint and several debtors for all the contract. Irrespective of this, the third party is obliged to pass on to the customer all information relevant to the booking, in particular these GTC, to the customer.
3. Bookings may only be made by persons with full legal capacity.
4. All claims against the hotel are generally subject to a limitation period of one year from the beginning of the knowledge-dependent regular limitation period of § 199 para. 1 BGB. Claims for damages shall become statute-barred after five years, irrespective of knowledge. The reductions in the statute of limitations do not apply to claims that are based on an intentional or grossly negligent breach of duty by the hotel.
5. This limitation of liability and short period of limitation shall also apply in favor of the hotel in the event of breach of obligations in the initiation of the contract and positive breach of contract.
6. If a customer makes several bookings for individual travelers of more than 9 persons for the same period of time although in this respect the booking of a group trip is also possible from 10 persons, the hotel reserves the right, to combine the bookings as a group booking and to treat them according to their regulations.

III. services, prices, payment, offsetting

1. The hotel is obligated to provide the rooms booked by the customer and to render the agreed services.
2. The customer is obligated to pay the agreed or applicable prices of the hotel for the provision of the rooms and the other services used by the customer agreed or applicable prices of the hotel. This also applies to services ordered by the customer directly or through the hotel, which are This also applies to services ordered by the customer directly or through the hotel, which are provided by third parties and paid for by the hotel.
3. The agreed prices include the taxes and local charges applicable at the time of the conclusion of the contract local taxes. Not included are local taxes, which are owed by the guest according to the respective local law, such as visitor's such as visitor's tax. In the event of a change in the statutory value added tax or the introduction, amendment or abolition of local taxes on the subject of performance after conclusion of the contract, the prices shall be adjusted accordingly.
4. The hotel may give its consent to a subsequent reduction requested by the customer in the number of rooms number of rooms booked, the hotel's services or the customer's length of stay, provided that the price for the rooms and or for the other price for the rooms and or for the other services of the hotel increases accordingly.
5. Invoices of the hotel are due for payment immediately upon receipt without deduction. If payment on account has been agreed, payment must be made within 10 days of receipt of the invoice without deduction. to be made. The hotel is entitled to call in accrued claims at any time and to demand immediate payment. For each reminder after the occurrence of default, the customer shall reimburse reminder costs in the amount of Euro 5. All further costs incurred in the course of collection shall be borne by the customer.
6. The hotel is entitled to request a reasonable advance payment or security deposit from the customer upon conclusion of the contract, e.g., in the form of a credit card guarantee for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be contract in text form. In the case of advance payments or security deposits for package tours, the legal statutory provisions remain unaffected. In the event of default of payment by the customer, the statutory provisions shall apply.
7. In justified cases, e.g., payment arrears on the part of the customer or extension of the scope of the contract, the Hotel shall be entitled to an advance payment or security deposit as defined in Section 6 above, or to increase the contractually agreed advance payment or the contractually agreed advance payment or security deposit up to the full agreed remuneration.
8. The hotel is also entitled to demand a reasonable advance payment or security deposit from the customer at the beginning and during the stay or security within the meaning of clause 3.6 above for existing and future claims arising from the contract and future claims arising from the contract, insofar as such payment has not already been made in accordance with Section III.6 and/or Section III.7 above.
9. The total price less any advance payments already made shall be paid, unless otherwise agreed, upon receipt of the detailed invoice at the time of arrival detailed invoice at the time of arrival prior to the provision of the room and/or other services by the hotel.
10. The customer agrees that the invoice can be sent to him electronically.
11. For groups of 10 or more persons, unless otherwise agreed, an initial advance payment in the amount of 20 percent of the total booking price is due immediately after confirmation of the booking. The remaining amount is due, unless

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otherwise agreed, without any further request for payment on the part of the hotel at the latest 4 weeks before arrival as an advance payment due. For short-notice group bookings within 8 weeks before arrival, the first advance payment in the amount of 20 percent and the entire booking price is due in full as an advance payment immediately after confirmation of the booking.

12. Payment on account is possible only with the express consent of the hotel, to which there is no claim, and against presentation of a cost transfer. Cost transfers are only accepted from companies or institutions based in the European Union will be accepted. Unless the booking is made by a public authority or government institution, the hotel requires a security deposit in the form of a credit card guarantee. Cost transfers apply exclusively to accommodation costs, unless the assumption of further, explicitly listed services is confirmed. It only completely filled out forms of the hotel or cost assumptions on company stationery are accepted, which at least the guest name(s), the date of arrival and departure, the total price and a company or authority stamp and /institutional stamp and a signature of an authorized signatory. The hotel reserves the reserves the right to reject cost transfer declarations in individual cases. The invoice will be sent to the company/institution after company/institution.

13. At check-in, the data and information on the registration form can be compared with a photo ID at the request of the hotel photo identification.

14. Any bank charges and currency differences arising from the payment of the price shall be borne by the customer. In case of return debits or chargebacks, the hotel will charge the customer for the costs incurred.

15. Refunds are usually made via the originally used means of payment. In exceptional cases a refund in cash on site or by bank transfer to the customer's account is possible. If the hotel is not refund is not the fault of the hotel, the provisions of the previous paragraph 15 apply.

16. The customer may only offset or set off an undisputed or legally binding claim against a claim of the hotel set off or offset.

IV. Withdrawal of the customer (cancellation)

Non-utilization of the hotel's services (no show)

1. A cancellation by the customer of the contract concluded with the hotel requires the written consent of the hotel. If this does not take place, the agreed price from the contract must also be paid if the customer does not make use of the contractual services (damages).

2. If a date for withdrawal from the contract has been agreed in writing between the hotel and the customer, the customer may withdraw from the contract until then without triggering payment or damage compensation claims by the hotel. The customer's right to withdraw from the contract expires if he does not exercise his right to withdraw from the contract in writing to the hotel by the agreed date, unless there is a case of default in performance on the part of the hotel or an impossibility of performance for which the hotel is responsible.

3. If a right of withdrawal has not been agreed or has already expired, there is no statutory withdrawal – or right of termination and if the hotel does not agree to a cancellation of the contract, the hotel retains the right to the agreed upon Compensation despite non-use of the service. The hotel has the income from other rentals of the rooms as well as the saved expenses. If the rooms are not rented out elsewhere, the hotel can Flat rate deduction for saved expenses.

4 Cancellation deadlines.

a) Cancellation deadlines for individual travelers:

Room bookings for individual travelers up to 9 persons: Cancellations free of charge are possible until 6:00 p.m. (local hotel time) on the day before arrival, unless otherwise agreed.

b) Room bookings for groups of 10 or more persons:

The following cancellation deadlines apply:

- 6 weeks before the day of arrival 100 percent cancellation fee
- 4 weeks prior to arrival 50 percent free of charge cancellation possible
- 2 weeks prior to arrival 25 percent cancellable free of charge.

c) Room contingents:

The unclaimed contingent expires on an individually agreed date with the customer and does not have to be cancelled.

After the contingent expires, all uncalled room contingents go back into free sale.

d) If the agreed right of withdrawal has already expired and there is no statutory right of withdrawal or termination and the hotel does not agree to a cancellation of the contract, the hotel retains the right to the agreed remuneration despite failure to use the service. The hotel has the income from other rentals of the rooms as well as savings account for expenses. If the rooms are not rented out elsewhere, the hotel can deduct the amount saved Flat rate expenses. In this case, the customer is obliged to pay at least 80 percent of the contractually agreed amount to pay the total price. The customer is free to prove that the aforementioned claim is not or not in the required amount has arisen.

5. The customer is free to prove that the hotel does not or not have the aforementioned lump-sum claims for compensation.

V. Withdrawal of the hotel

1. If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period of time if there are requests from other customers for the contractually booked rooms and the customer does not waive his right to withdraw booked rooms and the customer does not waive his right to withdraw from the contract upon inquiry by the hotel with a reasonable deadline. This applies

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accordingly in the case of granting an option if other inquiries exist and the customer is not prepared to make a firm booking upon inquiry by the hotel with a reasonable deadline.

2. If an advance payment or security deposit agreed or demanded pursuant to clause 3.6 and/or clause 3.7 is not made even after expiration of a reasonable grace period set by the hotel, the hotel shall also be entitled to withdraw from the contract. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for factually justified reasons, in particular if:

- force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
- rooms or rooms are culpably booked with misleading or false information or concealment of material facts; material facts may be the identity of the customer, the ability to pay or the purpose of the stay;
- the hotel has reasonable grounds to believe that the use of the service may jeopardize the smooth operation of the business, the security or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organization;
- the purpose or reason for the stay is unlawful;
- there is a violation of Item I.2 and Item II.3 above.
- the hotel becomes aware of circumstances that the customer's financial circumstances have deteriorated significantly after the conclusion of the contract, in particular if the customer does not settle due claims of the hotel or does not provide sufficient security and therefore payment claims of the hotel appear to be at risk;
- the customer has filed an application for the opening of insolvency proceedings against his assets, has submitted an affidavit in accordance with Section 802 c (3) of the German Code of Civil Procedure (Zivilprozessordnung), has initiated out-of-court proceedings for the settlement of debts, or has suspended his payments;
- insolvency proceedings are instituted against the Customer's assets or the institution of such proceedings is rejected for lack of assets or for other reasons.

4. The justified withdrawal of the hotel does not justify the customer's claim for damages.

VI. room provision, handover and return

1. The customer does not acquire any right to the provision of certain rooms.

2. Booked rooms are available to the customer from 14.00 hours on the agreed day of arrival. The customer has no claim to earlier provision.

3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11:00 a.m. at the latest. After that the hotel may charge a flat-rate fee for the additional use of the room until 4:00 p.m., in addition to any damages incurred a flat rate of 50 EURO for the additional use of the room until 16.00 hrs. From 18.00 o'clock the hotel can charge the guest for the additional use of the room with 80 percent of the overnight stay price in calculation. Contractual claims of the customer are not justified. The customer is at liberty to prove to the hotel that the hotel has incurred no or significantly lower damages. In the event of a late departure booked in advance, the departure time shall be extended until 4:00 p.m. at the latest and shall be charged with a lump sum of 50 EURO will be charged.

4. For groups of 10 persons or more, a list of all participants with their full names and dates of birth must be handed over to the hotel at least 3 days before and date of birth.

5. If the total number of persons arriving exceeds the contractually agreed number of persons, there is no right to accommodation for the additional persons. additional persons shall not be entitled to accommodation.

6. The hotel can refuse the accommodation of dogs in individual cases. Dogs must be registered with the hotel in advance. in advance. The hotel charges a fee of 15 EUR per dog and night. The bringing of other animals, such as cats, rodents, etc. is not permitted.

VII Liability of the hotel

1. The customer is liable for culpably or negligently caused inventory damage or gross contamination. In case of If the culprit of a group is not identified, the entire group is jointly and severally liable. The hotel reserves the right to demand a deposit of up to 500.00 EUR per booking upon arrival or during the stay, which will be refunded upon departure, provided that the hotel has not discovered any damage or gross contamination caused by the customer or the group. or gross contamination caused by the customer or the group. Damages or costs for the removal of gross impurities that exceed the deposit amount are to be paid directly on site or will be charged subsequently if the hotel incurs costs for e.g., firefighting. Hotel is charged costs for e.g., fire department or other rescue operations by third parties. The latter also applies for damages and gross contamination, which are only discovered after the departure of the customer or the group.

2. Smoking is strictly prohibited in all areas of the hotel. In case of violation the hotel will charge a fee of 250 EUR. The same applies to tampering with smoke alarms or unauthorized opening of emergency doors. The hotel reserves the right to claim higher damages, e.g., if the hotel is charged for a fire department operation or a damage caused by unauthorized opening of emergency doors. fire brigade or if a fire caused by unauthorized smoking has caused damage to the hotel property.

3. In the event of disruptions or deficiencies in the hotel's services, the hotel will make every effort to remedy the situation upon the customer, the hotel will endeavor to remedy the situation. If the customer culpably omits to notify the hotel of a defect, the customer shall have a claim for reduction of the contractually agreed fee does not arise.

4. The hotel is liable for damages resulting from injury to life, body or health for which it is responsible. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty of the hotel or an intentional or negligent breach of typical contractual obligations of the hotel. A breach of duty by the hotel is equivalent to that of a

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legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise provided for in the following.

5. The hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions. If the customer brings money, securities and valuables with a value of more than 800 euros or other items with a value of more than 3,500 Euros, this requires a separate storage agreement with the hotel.

6. Car parking spaces are available to customers free of charge. The underground parking is available to the customer for a fee. available. The hotel is not obliged to monitor the parking spaces. In the event of loss or damage to cars parked or parked on the hotel property and the contents thereof, the hotel shall be liable only in accordance with the provisions of the foregoing Section 4. In this case, the damage must be reported to the hotel at the latest when leaving the hotel premises. the hotel at the latest when leaving the hotel property.

7. Wake-up orders are executed by the hotel with the utmost care. Claims for damages, except for gross negligence or intent, are excluded.

8. Messages, mail and consignments of goods for customers will be handled with care. The hotel will take care of the delivery, safekeeping and - upon request - forwarding of the same against payment, as well as for lost property upon request. The delivery address of the hotel may differ from the hotel or company address. Claims for damages, except for gross negligence or intent, are excluded. The hotel is entitled to hand over the aforementioned items to the local lost and found office after a storage period of one month at the latest, subject to the payment of a reasonable fee.

9) Claims for damages by the customer expire at the latest after two years from the date on which the customer becomes aware of the damage. of the damage or, irrespective of such knowledge, at the latest after three years from the time of the damaging event. This does not apply to the hotel's liability for damages arising from injury to life, body or health, or for other or health as well as for other damages resulting from an intentional or grossly negligent breach of duty by the hotel, a legal hotel, a legal representative or vicarious agent of the hotel.

VIII Final Provisions

1. Amendments and supplements to the contract, the acceptance of the application or these General Terms and Conditions shall be made in text form. Unilateral amendments or supplements shall be invalid.

2. The place of performance and payment as well as the exclusive place of jurisdiction - also for disputes concerning cheques and bills of exchange - is, in commercial transactions commercial transactions - shall be the registered office of the Company in Mainz. Provided that the customer fulfills the condition of § 38 paragraph 2 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be Karlsruhe.

3. German laws shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

4. In accordance with the legal obligation, the hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("OSPlatform"): <http://ec.europa.eu/consumers/odr/>. However, the Hotel does not participate in dispute resolution procedures before consumer arbitration boards.

5. Should individually provisions of these general terms and conditions for hotel accommodation be or become ineffective or void or become invalid, the validity of the remaining provisions shall not be affected. In all other respects the statutory provisions shall apply.