

## General Terms and Conditions

General Terms and Conditions for the Hotel Accommodation Contract of the company WeJo An- & Vermietung - Unterkünfte - Hausverwaltung.

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### I. Scope

1. These General Terms and Conditions apply to contracts on the rental of hotel rooms, apartments or other forms of accommodation as well as all other goods supplied and services rendered by the company WeJo An- & Vermietung - Unterkünfte - Hausverwaltung. (hereinafter referred as the "Hotel"). The term "Hotel Accommodation Contract" incorporates and replaces the following terms: accommodation, lodging, hotel, hotel room contract.
2. Sub-contracting or sub-letting of rooms, together with their use for any purposes other than accommodation, will require the prior written approval of the Hotel, whereby Article 540 paragraph 1 clause 2 German Civil Code (BGB) will be waived.
3. Any general terms and conditions of the Customer will only apply if this has been expressly agreed in writing in advance. Any counter-confirmations of the Customer with reference to their general terms and conditions are hereby rejected.
4. For the purpose of these general terms and conditions, a Customer will be understood as a consumer or entrepreneur within the meaning of Articles 13 and 14 German Civil Code (BGB).

## **II. Contract conclusion, Partners; limitation period**

1. The Contract will come into force upon the Hotel's acceptance of the Customer's offer. If the Hotel makes a binding offer to the Customer, the contract will only be concluded by the Customer accepting the Hotel's offer. Room bookings are to be confirmed in writing. Electronic declarations will be deemed as having been received if the party for whom they are intended is able to retrieve them under normal circumstances and receipt is during the Hotel's stated business hours.
2. The Contractual Partners are the Hotel and the Customer. If a third party has booked the room on behalf of the Customer, the Customer will be jointly and severally liable towards the Hotel alongside the third party for all obligations arising from the Hotel Accommodation Contract, insofar as the Hotel is in possession of a corresponding declaration from the third party.
3. All claims of the Customer or the third party against the Hotel will be subject to a limitation period of 1 year from the point at which they are discovered, with this initiating the regular limitation period within the meaning of Section 199 para 1 German Civil Code (BGB). However, claims for damages against the Hotel will lapse no later than 3 years from the point at which they were discovered, and no later than 10 years from the breach of obligation regardless of when it was discovered. These reductions to the limitation period will not apply...
  - in the case of claims resulting from intent or gross negligence on the part of the Hotel, including its vicarious agents.
  - in the case of damages arising from injury to life, limb and health caused by negligence.In the case of material or financial losses caused by negligence, the shortened limitation periods will not apply in the event of a breach of a material contractual obligation. Material contractual obligations are those whose fulfilment characterises the contract and on which the Customer can rely.

## **III. Services, prices, payment, offsetting**

1. The Hotel is obliged to provide the rooms that the Customer has reserved and to provide the services that have been agreed.
2. The Customer is obliged to pay the applicable or agreed Hotel prices to rent the room and for any other services which they have used. This will also apply to hotel services and expenses

for third parties initiated by the Customer. The agreed prices are inclusive of the taxes and local duties applicable at the time at which the Contract is concluded. Local duties which are payable by the guest themselves according to the respective local laws, e.g. visitor's tax, are not included. If the statutory VAT is changed or if local duties relating to the services are newly introduced, changed or abolished after the Contract is concluded, the prices will be adjusted. In cases of contracts with consumers, this will only apply should the period between the conclusion of the Contract and its fulfilment exceed 4 months.

3. The Hotel can make its consent to a subsequent reduction in the number of booked rooms, in the Hotel's services or in the length of the Customer's stay dependent on the price for the rooms or other hotel services increasing.
4. Hotel invoices without a due date must be paid without deduction within 10 calendar days of the invoice being received. The Hotel will be entitled to make accrued claims due at any time as well as to demand immediate payment. Should the Customer be in default of payment, the Hotel will be entitled to demand the currently applicable default interest, at present totalling 9 percentage points, or, for legal transactions in which the consumer is involved, totalling 5 percentage points above the base interest rate. In the event of default of payment, the Hotel can charge a fee of EUR 5.00 per reminder. The hotel reserves the right to prove and assert a higher claim for damages.
5. When the Contract is concluded or thereafter, the Hotel will be entitled to demand appropriate advance payment or provision of a security deposit. The amount of the advance payment and the payment dates can be agreed in writing in the Contract. When booking longer stays or multiple rooms, invoicing will generally be carried out 30 days in advance.
6. In substantiated cases, e.g., the Customer being in default of payment or if the scope of the Contract is extended, the Hotel will be entitled, even after the Contract has been concluded, to demand an advance payment or security deposit within the meaning of clause 5 above, or to increase the contractually agreed advance payment and/or security deposit up to full payment of the agreed amount.
7. The Customer may only offset an undisputed or legally binding claim against a claim of the Hotel.

#### **IV. Customer withdrawal (cancellation, revocation)/non-use of the service(s)**

1. The Customer's withdrawal from the Contract concluded with the Hotel will only be possible if such a right of withdrawal is expressly agreed in the Contract, if another statutory right of withdrawal applies or if the Hotel expressly agrees to the cancellation of the Contract. The

agreement of any right of withdrawal or any consent to cancellation of the Contract must be submitted in writing.

2. Provided that a date for withdrawal from the Contract without penalty has been agreed between the Customer and the Hotel (optional), the Customer may withdraw from the Contract by this date without giving rise to any claims on the part of the Hotel for payment or damages. The Customer's right to withdrawal expires if they fail to exercise their right of withdrawal vis-à-vis the Hotel in writing by the agreed date.
3. If a right of withdrawal has not been agreed or has already expired, there is no statutory right of withdrawal or termination and, if the Hotel does not agree to cancel the Contract, the Hotel will have a claim to the agreed remuneration despite the fact that the service was not used. The Hotel must offset the income by renting the rooms to other parties and by saving on expenses. If the rooms are not let out to other guests, the Hotel will be entitled to deduct a flat rate for saved expenses. In this case, the Customer will be obliged to pay the following percentages of the contractually agreed total price for overnight stays with or without breakfast

a) 50% of the contractually agreed total price if the written cancellation or reduction is received by the Hotel between 89 and 30 days before the commencement of the performance period

b) 70% of the contractually agreed total price if the written cancellation or reduction is received by the Hotel between 29 and 10 days before the commencement of the performance period

c) 90% of the contractually agreed total price if the written cancellation or reduction is received by the Hotel less than 10 days before the commencement of the performance period.

d) in the case of apartments not covered by points a) to c), 100% of the contractually agreed total price if the written cancellation or reduction is received by the Hotel less than 21 days before the commencement of the performance period.

The Customer is free to prove that the aforementioned claim has either not arisen or not arisen in the amount requested.

4. If the Hotel carries out a specific calculation of the compensation, the maximum amount of compensation will equal the contractually agreed price of the services to be provided by the Hotel minus the value of the expenses saved by the Hotel together with the amount that the Hotel acquires through any alternative use of the Hotel's services.

5. The compensation regulations referred to above will apply accordingly if the Customer does not use the room or services they have reserved without informing the Hotel of this in good time.

## **V. Withdrawal by the Hotel**

1. Provided that the Customer's right to withdraw without penalty within a particular time period has been agreed in writing, the Hotel will, for its part, also be entitled to withdraw without penalty within this time period if requests from other customers for rooms reserved under the Contract are received and the Customer does not waive their right to withdraw within 2 weeks of having been contacted to this end by the Hotel. Should the Customer fail to respond within this period, the Hotel will be entitled to withdraw.
2. If an advance payment or security deposit agreed or demanded in accordance with section III clause 5 is not provided even after a reasonable grace period set by the Hotel has elapsed, the Hotel will also be entitled to withdraw from the Contract.
3. The Hotel will also be entitled to an extraordinary withdrawal from the Contract for objectively justified reasons, in particular if...
  - force majeure or other circumstances for which the Hotel is not responsible render performance of the Contract impossible;
  - rooms are culpably booked with misleading or incorrect provision or concealment of essential facts (e.g., regarding the person of the Customer, the ability to pay or the purpose of the stay);
  - the Hotel has reasonable grounds to assume that the use of the Hotel's services could endanger the smooth operation of the business or the Hotel's security or public reputation without this being attributable to the Hotel's sphere of control or organisation;
  - there is a violation against section I clause 2.
4. If the Hotel justifiably withdraws, the Customer will have no right to claim compensation.

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

1. Unless otherwise expressly agreed, the Customer will have no right to demand that specific rooms be provided.
2. Reserved rooms will be available to the Customer from 3 p.m. at the earliest on the agreed arrival date. The Customer will have no right to demand that rooms be provided earlier.

3. On the agreed date of departure, rooms must be vacated and available to the Hotel by 10 a.m. at the latest. After this, in the event of a delay in vacating the room, the Hotel may charge 50% of the currently valid daily accommodation rate for use of the room beyond that which was agreed in the Contract until 6 p.m., with this increasing to 100% from 6 p.m. This will not justify any contractual claims by the Customer. The Customer is free to prove that the Hotel either has no claim or a significantly lower claim for usage fees. The Hotel also reserves the right to prove and assert a higher claim for damages.

## **VII. Provision of replacement accommodation**

1. The Hotel may provide the Customer with adequate replacement accommodation (of the same quality) if this is reasonable for the Customer, especially if any differences are minor and objectively justified.
2. An objective justification will exist if the room (the rooms) has (have) become unusable, if guests who are already being accommodated extend their stay, if there has been overbooking or if other important operational measures render this step necessary.
3. Any additional expenses for the replacement accommodation will be borne by the Hotel.

## **VIII. Liability of the Hotel**

1. In the event of damage caused, WeJo Hotel will be liable in accordance with the statutory provisions in the case of intent and gross negligence, including on the part of its vicarious agents. The same will apply in the case of injury to life, limb or health caused by negligence. In cases of material and financial losses caused by negligence, the company WeJo Hotel and its vicarious agents will only be liable if and when a material contractual obligation has been breached; however such liability will be limited to any damages foreseeable for this type of contract upon its conclusion; material contractual obligations are those whose fulfilment characterise the contract and on which the Customer may rely. In the event of disruptions or deficiencies in the Hotel's services, the Hotel will endeavour to remedy the situation once it becomes aware of them or if the Customer complains immediately. The Customer is obliged to make reasonable effort to rectify any disruption and minimise damage as well as to report all disruptions and damages to the Hotel immediately.
2. In accordance with the legal provisions of Section 701 ff. German Civil Code (BGB), the Hotel will be liable towards the Customer for up to a maximum sum of EUR 3,500.00 for any items brought into the Hotel. In the case of cash, securities and valuables, the amount will be EUR

800.00 instead of EUR 3,500.00. Should the guest wish to bring money, securities and valuables into the Hotel worth more than EUR 800.00 or other items worth more than EUR 3,500.00, a separate storage agreement with the Hotel will be required. For all further liability on the part of the Hotel, the regulation in section VIII clause 1 above will apply.

3. If the Customer is provided with a parking space in the hotel car park – even if this is paid for – this will not give rise to a safekeeping contract. In the event of loss or damage to motor vehicles parked or manoeuvred on the hotel property and their contents, the hotel will only be liable in accordance with section VIII clause 1.

## **VIII. Final provisions**

1. The House Rules will constitute an integral part of the Contract when the Customer moves in.
2. Any amendments or additions to this Contract, the acceptance proposal or these general terms and conditions for the Hotel Accommodation Contract must be made in writing. Any unilateral amendments or additions by the Customer will not be effective.
3. The place of performance and payment for both sides is the Hotel's registered office.
4. With the exception of private end users, Munich is agreed as the exclusive place of jurisdiction for all claims arising from or based on the respective Contract.
5. German law will apply exclusively. Any application of the UN Sales Convention and conflict of laws provisions is excluded.
6. In the event that individual provisions of these general terms and conditions for the Hotel Accommodation Contract are or become ineffective or void, the validity of the remaining provisions will not be affected as a result. Beyond this, the statutory provisions will apply.