

General Terms and Conditions **of Hotel Blauer Bock for Hotel Accommodation Contracts**

I. Scope of Applicability

1. These Terms and Conditions of business govern contracts for the rental of hotel rooms for accommodation purposes as well as for all other goods and services provided by the hotel in connection herewith.
2. The customer's general terms and conditions shall only apply if this is previously expressly agreed in writing.

II. Contract Conclusion and Contract Content

1. All offers from the hotel are always non-binding. The contract comes into validity upon the hotel's acceptance of the customer's application. The hotel is at liberty to confirm the booking of rooms in writing.
2. The subletting of hotel rooms is generally not permitted and requires the prior written consent of the hotel.
3. The customer shall have no right to the availability of specific rooms. Unless otherwise agreed, hotel rooms are available to the customer not earlier than 2p.m. (14.00hrs) on the agreed arrival date (check-in time). The customer shall have no right to earlier availability. On the agreed departure date the hotel rooms are to be vacated no later than 11a.m. (11.00hrs) (check-out time). After that time, on the grounds of the delayed vacation of the room resulting in use exceeding the stated contractual time, the hotel may charge 50% of the full accommodation rate (list price) for additional use of the room up until 6p.m. (18.00hrs), after 6p.m. (18.00hrs) 100% may be charged. No contractual rights of the customer shall be created thereby. The customer is at liberty to prove that the hotel has incurred no or a significantly lower claim for compensation of use.
4. It is generally not permitted to bring food, drink, flowers or furnishings. Exceptions must be approved in writing. In such cases, a corkage fee and/or other charges in addition to a service charge to cover the general costs shall be invoiced.

III. Prices and Payment Terms

1. The customer is obliged to pay the applicable or agreed prices of the hotel for accommodation as well as for other services supplied in the name of the hotel. This also applies to services rendered and expenses incurred by the hotel to third parties upon the customer's express wish. For services rendered after 24.00hrs (midnight) the hotel is entitled to impose an additional night surcharge for each hour or part of an hour in which employees are on call.
2. All invoices shall be issued in Euro. Where payments are made in foreign currency, any differences in exchange rate and bank fees shall be borne by the payer. Advance payments in foreign currency shall be credited towards the total invoice on the value date.
3. Invoices from the hotel shall be paid in full within 14 days after receipt of the invoice but not later than 30 days after the departure date without deduction. Upon default of payment, the hotel is entitled to charge interest at the rate of 10% p.a. The customer remains entitled to furnish proof of a lower, the hotel a higher loss.
4. The hotel is entitled at any time to demand a reasonable advance payment. Except where the amount of advance payment and the respective dates for payment have been otherwise agreed upon in writing in the contract, the following installment plan has been set:

For accommodation (lodging and breakfast) valid for group parties of five rooms or more:

-10% deposit at conclusion of contract as guarantee, plus

-50% deposit 90 calendar days before arrival date, plus

-30% deposit 30 calendar days before arrival date.

Remainder is payable and due in full upon receipt of invoice within 10 calendar days.

5. A pledge is created by the deposit of all items of any kind brought onto the hotel premises by the customer with respect to all claims, which are connected with the relevant contract.
6. Complaints regarding the billing, if any, are to be communicated to the hotel immediately after arising.
7. The requested billing mode (addressee) is to be disclosed to the hotel accordingly at the time contract is concluded or immediately upon completion of services at the latest.

IV. Cancellation on part of the Hotel

1. If an advance payment agreed upon by both parties is not made even after a reasonable deadline set by the hotel has expired, the hotel shall be entitled to cancel the contract.
2. Moreover, the hotel is entitled to recede from the contract for a materially justifiable reason. For example, in the case of
 - force majeure or likewise extraordinary events or circumstances beyond the control of the hotel preventing the hotel from fulfilling its obligations under contract,

- accommodation booked under misleading or false information regarding material facts, such as the identity of the customer or purpose,
 - the hotel having justified cause to believe that providing accommodation might jeopardize the smooth operation of the hotel, the safety or the public reputation of the hotel, without being attributable to the hotel's domain of control or organization, or
 - a breach of above clause II. No.2 exists.
3. The hotel is required to notify the customer without delay when exercising its right to cancel the contract.
 4. The customer can derive no right to compensation from justifiable cancellation by the hotel. In case of claims pursuant to clause VI, if any, remain unaffected.

V. Cancellation on part of the Customer

1. Notice of cancellation is to be made in writing.
2. For accommodation (lodging), the following applies to a cancellation by the customer:
 - a) upon cancellation the customer is obliged to pay 80% of the agreed room rate per room per night booked
 - b) for group bookings of five (5) room nights or more
 - up to 90 calendar days before date of arrival, 90% of the room nights booked may be reduced without charge
 - up to 60 calendar days before date of arrival, 70% of the room nights booked and/or remaining may be reduced without charge
 - up to 30 calendar days before date of arrival, 40% of the room nights booked and/or remaining may be reduced without charge
 - up to 14 calendar days before date of arrival, 20% of the room nights booked and/or remaining may be reduced without charge
 - up to 5 calendar days before date of arrival, 5% of the room nights booked and/or remaining may be reduced without charge
3. Where an allocation of rooms has been reserved on call, clause V. No.2. shall apply accordingly to the cancellation of rooms after booking. If guests book individual rooms directly, the customer remains liable until the full allocation of rooms has been booked.

VI. Liability of the Hotel

1. Claims of the customer for reimbursement of damages for any legal reason whatsoever are excluded, unless the hotel has acted with intent or the hotel's own gross negligence or the gross negligence of its statutory representatives, its senior executives or any other of its agents is to blame, or where damage resulting from a breach of material contractual obligations on the part of the hotel is reason for the claim. A liability hereunder is, in all cases, of mere negligence limited in amount to the foreseeable typical contractual loss. The liability for damages that result from injury to life, body or health shall remain unaffected.
2. Where the customer is a guest with accommodation, the hotel shall be liable for items brought onto the hotel premises under § 701 et seq. German Civil Code. Hereunder, the liability is limited to 100 times the room rate, however, not to exceed € 3,500.00 (Euro) and for cash and other valuables not exceeding € 800.00 (Euro).
3. The hotel shall be liable pursuant to clause VI.No.1 for any damage to the customer's vehicle which has been parked in the hotel parking garage, when the hotel, its employees or agents is to blame for the occurrence of such damage. The customer is obliged to report possible damage without delay; obvious damage is to be reported before leaving the hotel parking garage/parking space at the latest. The hotel does not assume liability for damage the customer incurred that is the sole fault of other customers or other third parties. The hotel shall not be liable towards the customer for losses to the possessions of third parties which are caused by the customer's vehicle. Liability for death, personal injury or damage to health as well as liability for intent and gross negligence of the hotel shall remain unaffected.

VII. Liability of the Customer

The customer shall be liable for damage to buildings and/or furnishings caused by himself, his family members or guests, participants or visitors to functions, employees or other third parties from his sphere, under the statutory provisions. It is the responsibility of the customer to obtain sufficient insurance for such types of liability. The hotel is entitled to request proof of such insurance coverage.

VIII. Final Provisions

1. Amendments and supplements to this contract, including to these General Terms and Conditions for Hotel Accommodation must be made in writing.
2. Place of fulfillment and payment is the registered office of the hotel.
3. Exclusive jurisdiction in commercial transactions, including cheque and bills of exchange disputes, is given to the location of the registered office of the hotel. If the customer does not have a general place of jurisdiction in Germany, jurisdiction shall likewise be granted to the registered office of the hotel.
4. German law shall apply.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation Contracts be invalid or void, the validity of the remaining provisions shall remain unaffected. The equivalent applies to gaps in the contract. Apart from this, the statutory provisions shall apply.