

GENERAL BUSINESS TERMS AND CONDITIONS FOR HOTEL "ZUM ALTEN HAFEN" (VERSION FEB. 2021)



1 AREA OF APPLICATION

- 1.1 These General Business Terms and Conditions apply to contracts on the provision for rental use of hotel rooms for lodging and to all other services and supplies provided to the customer by the hotel in this connection (Hotel Accommodation Contract). The term "Hotel Accommodation Contract" encompasses and replaces the following terms: lodging, guest accommodation, hotel and hotel room contract.
- 1.2 The sub-letting and re-letting of the rooms provided for use and the use thereof for any purposes other than those of lodging is subject to the prior consent of the hotel in text form, whereby section 540 (1) sentence 2 German Civil Code (BGB) is excluded insofar as the customer is not a consumer as defined in section 13 BGB.
- 1.3 General business terms and conditions of the customer shall only be applicable if this is explicitly agreed in text form in advance.

2 CONCLUDING THE CONTRACT, CONTRACT PARTIES, STATUTE OF LIMITATIONS

- 2.1 The hotel and the customer are the parties to the contract. The contract is concluded by acceptance by the hotel of the application made by the customer. The hotel can confirm the room reservation in text form at its discretion.
- 2.2 All claims against the hotel shall become statute-bound in principle one year after commencement of the statutory limitation period. This does not apply to claims for damages or other claims if the latter are based on an intentional or grossly negligent breach of duty of the hotel.

3 SERVICES, PRICES, PAYMENT, OFF-SET

- 3.1 The hotel is obliged to keep the rooms reserved by the customer available and to render the services agreed.
- 3.2 The customer is obliged to pay the hotel's prices that are agreed for or applicable to the provision of the room for use and to other services used by the customer. This also applies to services ordered by the customer either directly or through the hotel which are performed by third parties and paid for in advance by the hotel.
- 3.3 The prices agreed are inclusive of the taxes and local taxes applicable at the time when the contract is concluded. They do not include local taxes such as local visitor's tax which the guest owes himself or herself under local community law. The prices shall be adjusted accordingly in the event of changes to the statutory value added tax or of the introduction, change or elimination of local taxes on the subject matter of the contract after the contract has been entered into. In the case of contracts with consumers, this only applies if the period of time elapsing between the date of conclusion of the contract and the date of performance of the contract is longer than four months.
- 3.4 The hotel may make its consent to a request made retrospectively by the customer to reduce the number of rooms reserved, the services provided by the hotel or the duration of the customer's stay dependent upon reasonably increasing the price of the rooms and/or of the other services of the hotel.
- 3.5 The hotel invoices are due and payable immediately upon receipt without any deductions being made. If payment by invoice is agreed, payment shall be made within ten days of receipt of the invoice without any deductions being made unless otherwise agreed.
- 3.6 When the contract is entered into, the hotel has the right to request a reasonable advance payment or security from the customer, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed in the contract in text form. In the event of advance payments or security for package travel, the provisions of statute shall remain unaffected. The provisions of statute shall apply in the event of late payment by the customer.
- 3.7 In justified cases, for example if the customer is in arrears in payment or if the scope of the contract is extended, the hotel has the right to demand, even after the contract has been concluded up until the time when the residence commences, advance payment or security as set out in subsection 3.6 above or an increase in the amount of the advance payment or security agreed in the contract up to the full amount of the remuneration agreed.
- 3.8 Further, the hotel has the right to request, at the beginning and during the course of the customer's stay, a reasonable advance payment or security within the meaning of subsection 3.6 above for existing and future claims under the contract, insofar as no such payment or security has already been made or provided pursuant to subsection 3.6 and/or 3.7 above.
- 3.9 The customer may only offset or net out an undisputed claim or a claim established by final and absolute court decision against a claim of the hotel.
- 3.10 The customer is in agreement with the invoice being sent to the customer by electronic transmission.

4 REVOCATION BY THE CUSTOMER (COUNTERMAND, CANCELLATION)/ NO SHOW

- 4.1 It is only possible for the customer to revoke the contract concluded with the hotel if a revocation right has been explicitly agreed in the contract, if there is a statutory revocation right or if the hotel explicitly consents to the cancellation of the contract.
- 4.2 If the hotel and the customer have agreed upon a deadline for revocation of the contract free of charge, the customer may revoke the contract up until that date without triggering any claims for payment or damages by the hotel.
- 4.3 If no revocation right has been agreed or if it has already expired, and if there is no statutory right of revocation or termination and if the hotel does not agree to the cancellation of the contract, then the hotel retains its entitlement to the remuneration agreed although the service was not used. The hotel shall offset income from otherwise letting the rooms and saved expenditures. If the rooms are not otherwise let, the hotel can apply a flat rate for the saved expenditures. In this case the customer is obliged to pay 90% of the contractually-agreed price for overnight accommodation with or without breakfast and for package deals with third party services, 70% for half board and 60% for full board. The customer is at liberty to demonstrate that the above claim did not arise or not in the amount claimed.

5 REVOCATION BY THE HOTEL

- 5.1 If it has been agreed that the customer may revoke the contract free of charge within a certain period, then the hotel has, for its part, the right to revoke the contract within this period if inquiries are made by other customers relating to the contractually reserved rooms and if the customer does not waive its revocation right after an inquiry is made and a reasonable period of time set by the hotel. This shall apply accordingly if the customer has been granted an option and other inquiries are made and the customer is not prepared to make a firm booking after the hotel makes an inquiry and sets an appropriate time period.
- 5.2 The hotel also has the right to revoke the contract if an advance payment or security agreed or required in accordance with subsection 3.6 and/or subsection 3.7 has not been paid after an appropriate period of grace set by the hotel has expired.
- 5.3 Further, the hotel has the right, for an objectively legitimate reason, to revoke the contract for extraordinary grounds, in particular in the event of
- force majeure or other circumstances for which the hotel is not responsible, which render performance of the contract impossible;
 - rooms being reserved by culpably providing material facts that are wrong or misleading or by failing to provide material facts; in this context the term material can mean the identity of the customer, the customer's ability to pay or the purpose of the residence;
 - the hotel having reasonable grounds to assume that the use of the service can jeopardize the smooth running of the business, the safety or public reputation of the hotel without this being attributable to the area of responsibility or organization of the hotel;
 - the purpose of or the reason for the stay being in violation of the law;
 - a breach of subsection 1.2.
- 5.4 Revocation by the hotel that is justified does not give the customer the right to claim damages.

6 MAKING THE ROOM AVAILABLE, HANDOVER AND RETURN

- 6.1 The customer does not acquire a right to the provision of specific rooms unless this has been explicitly agreed in text form.
- 6.2 The reserved rooms shall be available for use by the customer with effect from 15:00 hours on the agreed date of arrival. The customer has no right to earlier availability.
- 6.3 The rooms shall be vacated and available for use by the hotel by 11:00 noon at the latest on the agreed departure date. After this time, as the room was vacated late, the hotel has the right to charge for the room use exceeding that which was contractually agreed in an amount of 50% of the full accommodation price up until 14:00 hours and in an amount of 90% after 14:00 hours (price as per price list). This does not give rise to contractual rights of the customer. The customer is at liberty to demonstrate that the hotel did not acquire a claim for compensation for use or acquired a significantly lower claim.

7 LIABILITY OF THE HOTEL

- 7.1 The hotel is liable for damage which it is accountable for resulting from injury to life, body or health. It is further liable for other damage which is based on an intentional or grossly-negligent breach of duty of the hotel or on an intentional or negligent breach of duties of the hotel typical of the type of contract. Duties typical of the type of contract are those duties which enable the proper execution of the contract altogether and which the customer relies on being performed and is able to rely on being performed. A breach of duty of a statutory representative or person engaged in performance of an obligation of the hotel is equivalent to a breach of duty of the hotel. More far-reaching claims for damages are excluded unless otherwise provided for in this Section 7. If there should be any disruptions or deficiencies in the services of the hotel, the hotel shall endeavor to remedy this when it has knowledge thereof or upon a complaint being made without undue delay by the customer. The customer is obliged to contribute what it can be reasonably expected to contribute in order to remedy the disruption and minimize possible damage.
- 7.2 The hotel is liable to the customer in accordance with the provisions of statute for items brought with the customer. If the customer wishes to bring with him or her money, securities or valuables valued at over Euro 800 or other property items valued at over Euro 1,000, a separate safekeeping agreement must be entered into with the hotel.
- 7.3 If the customer is provided with a parking space in the hotel parking lot, even if this is for payment, a custody contract is not concluded as a result. If cars parked or driven on the hotel premises or the contents thereof are lost or damaged, the hotel is only liable in accordance with sentences 1 to 4 of subsection 7.1 above.
- 7.4 Messages for customers are treated with care. After prior agreement with the customer, the hotel can accept, store and – if desired – dispatch for a charge mail and consignments of goods. In this connection the hotel is only liable in accordance with sentences 1 to 4 of subsection 7.1 above.

8 FINAL PROVISIONS

- 8.1 Alterations and supplements to the contract, to acceptance of the application and to these General Business Terms and Conditions shall be made in text form. Unilateral changes or supplements are ineffective.
- 8.2 The place of performance and payment shall be Am Alten Hafen 1, 14712 Rathenow and the courts of Am Alten Hafen 1, 14712 Rathenow shall have exclusive jurisdiction over commercial transactions – also over disputes relating to cheques and bills of exchange. If the customer meets the condition of section 38 (2) German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the courts of Am Alten Hafen 1, 14712 Rathenow shall have jurisdiction and venue.
- 8.3 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 8.4 In compliance with its statutory obligation the hotel points out that the European Union has set up an online platform for the extrajudicial resolution of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>
The hotel does not, however, participate in dispute resolution proceedings held before consumer dispute resolution bodies.

1.1

GENERAL TERMS AND CONDITIONS FOR THE RESTAURANT "ZUM ALTEN HAFEN" (VERSION: FEB 2021)



1 SCOPE OF APPLICABILITY

- 1.1 These terms and conditions shall apply to contracts for the rental of the hotel's conference, banquet, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other additional services and goods performed/provided in connection therewith by the hotel for the customer.
- 1.2 The hotel's prior consent in written form is required if the rooms, areas, or display cases are to be rented or sublet to a third party, or if invitations are issued for introductory interviews, sales promotions, or similar events, whereby section 540, para. 1, sentence 2 German Civil Code (BGB) is waived insofar as the customer is not a consumer.
- 1.3 The customer's general terms and conditions shall apply only if this is previously expressly agreed.

2 CONCLUSION OF CONTRACT, PARTIES, LIABILITY, STATUTE OF LIMITATIONS

- 2.1 The hotel and the customer are the contracting parties. The contract shall come into force upon the hotel's acceptance of the customer's offer. At its discretion, the hotel may confirm the room reservation in written form.
- 2.2 The hotel is liable for harm inflicted on life, limb and physical health. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this No. 9. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum. In addition, the customer shall be obliged to notify the hotel in due time if there is a possibility that extraordinarily extensive damage may be incurred.
- 2.3 Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations period. Damage claims shall be time-barred after five years, dependent on knowledge thereof, insofar as they are not based on claims arising out of harm inflicted on life, limb, physical health or liberty. These damage claims shall be time-barred after ten years independent of knowledge thereof. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

3 SERVICES, PRICES, PAYMENT, SET-OFF

- 3.1 The hotel is obligated to render the services ordered by the customer and agreed upon by the hotel.
- 3.2 The customer is obligated to pay the agreed or applicable hotel prices for rooms provided and for other services accepted. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses. In particular, this applies to claims of copyright collecting agencies.
- 3.3 The agreed prices include all taxes in effect at the time of the conclusion of the contract. If the statutory value added tax is changed or if local taxes concerning the services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if four months have passed between the conclusion and fulfillment of the contract.
- 3.4 Hotel invoices not stating a due date are payable without deduction and due within ten days of receipt of the invoice. The hotel can demand immediate payment of due debt from the customer. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 % or, with legal transactions with a consumer, in the amount of 5 % above the base interest rate. The hotel reserves the right to prove greater damage.
- 3.5 The hotel is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form in the contract.
- 3.6 In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, the hotel shall be entitled, also after the conclusion of the contract up to the commencement of the event, to demand an advance payment or a security within the meaning of the above-mentioned No. 3.5 or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.
- 3.7 The customer may only set-off, reduce or clear a claim of the hotel with a claim which is undisputed or decided with final, res judicata effect.

4 WITHDRAWAL OF THE CUSTOMER (CANCELLATION, ANNULMENT)

- 4.1 The customer can only withdraw from the contract concluded with the hotel, if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists or if the hotel gives its explicit consent to the withdrawal. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in written form.
- 4.2 Insofar as the hotel and customer have agreed upon a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal shall expire, if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed date.
- 4.3 The hotel is entitled to the contractually agreed rate even if the rooms are not used, if a contractual right of withdrawal was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and the hotel does not give its consent to the cancellation of the contract. The hotel must credit the income from renting the rooms to other parties as well as for saved expenses. Saved expenses can be assessed in a lump sum according to No. 4.4, 4.5 and 4.6. The customer is at liberty to show, that the claim has not arisen at all or that it is much lower than the demanded claim. The hotel is at liberty to show that a higher claim has arisen.
- 4.4 If the customer withdraws from the contract between the eighth and fourth week prior to the date of the event, the hotel shall be entitled to charge – in addition to the agreed rent – 35 % of lost food sales (70 % of food sales for any later cancellation).
- 4.5 Food sales are calculated using the following formula: agreed menu price x the number of participants. If no price had yet been agreed for the menu, then the least expensive three-course menu in the current set of event offerings shall apply.
- 4.6 If a seminar flat rate per participant has been agreed, then the hotel shall be entitled to charge, with a cancellation between the eighth and fourth week prior to the date of the event, 60 % of the seminar flat rate x the agreed number of participants (85 % for any later cancellation).

5 WITHDRAWAL OF THE HOTEL

- 5.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time, if inquiries from other customers regarding the contractually reserved event rooms exist and the customer, upon inquiry thereof by the hotel, does not waive his right of withdrawal.
- 5.2 If an agreed advance payment or an advance payment or a security demanded pursuant to No. 3.5 and/or No. 3.6 is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.

- 5.3 Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if
- force majeure or other circumstances beyond the hotel's control render the fulfillment of the contract impossible;
 - rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
 - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
 - the purpose or the cause of the stay is illegal;
 - there is a breach of the above-mentioned No. 1.2.
- 5.4 The justified withdrawal by the hotel constitutes no claims for damages for the tour operator.

6 CHANGES IN NUMBER OF PARTICIPANTS AND TIME OF EVENT

- 6.1 An increase of the number of participants by more than 5 % must be communicated to the hotel no later than five working days before the beginning of the event; the hotel must give its consent, preferably in written form. The invoice will be calculated on the basis of the actual number of participants and will be based on at least 95 % of the agreed higher number of participants. If the actual number of participants is lower, the customer has the right to reduce the agreed price by the expenses saved - to be proven by him - due to the lower number of participants.
- 6.2 A reduction in the number of participants of more than 5 % must be communicated to the hotel no later than five working days before the beginning of the event. The invoice is based on the actual number of participants, at least 95% of the finally agreed number of participants though. No. 6.1 sentence 3 applies accordingly.
- 6.3 If the number of participants changes by more than 10 %, the hotel shall be entitled to re-determine the agreed prices and to exchange the confirmed room reservations unless this is unreasonable for the customer.
- 6.4 If the event's agreed starting or ending times change and the hotel agrees to such deviations, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

7 BRINGING OF FOOD AND BEVERAGES

The customer may not bring food or beverages to events. Exceptions must be agreed with the hotel. In such cases, a charge will be made to cover overhead expenses.

8 TECHNICAL FACILITIES AND CONNECTIONS

- 8.1 To the extent the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and for the account of the customer. The customer is liable for the careful handling and proper return of the equipment. The customer shall indemnify the hotel against all third-party claims arising from the provision of the facilities or equipment.
- 8.2 Consent is required for the use of the customer's electrical systems on the hotel's electrical circuit. The customer shall be liable for malfunctions of or damage to the hotel's technical facilities caused by using such equipment, to the extent that the hotel is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage.
- 8.3 The customer is entitled to use his own telephone, fax, and data transfer equipment with the hotel's consent. The hotel may charge a connection fee.
- 8.4 If suitable hotel equipment remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.
- 8.5 Malfunctions of technical or other equipment provided by the hotel will be remedied promptly whenever possible. To the extent the hotel was not responsible for such malfunctions, payment may not be withheld or reduced.

9 LOSS OF OR DAMAGE TO PROPERTY BROUGHT IN

- 9.1 Customer shall bear the risk of damage or loss of objects on exhibit or other items including personal property brought into the event rooms/hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Excepted herefrom are cases of damage caused as a result of harm inflicted on life, limb and physical health. In addition, in all cases in which the safekeeping represents a contractually typical obligation due to the circumstances of the individual case, release from this liability shall be prohibited.
- 9.2 Decorations brought in must conform to the fire protection technical requirements. The hotel is entitled to require official evidence thereof. Should such proof not be given, then the hotel shall be entitled to remove materials already brought in at the cost of the customer. Due to the possibility of damage, the hotel must be asked before objects are assembled or installed.
- 9.3 Objects on exhibit and other items must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store such at the customer's expense. If the objects remain in the room used for the event, the hotel may charge a reasonable compensation for use for the period that they remain there.

10 CUSTOMER'S LIABILITY FOR DAMAGE

- 10.1 Insofar as the customer is an entrepreneur, he shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer and the customer itself.
- 10.2 The hotel may require the customer to provide reasonable security, such as a credit card guarantee.

11 GENERAL TABLE RESERVATION

- 11.1 The restaurant will keep the reserved table free for up to 30 minutes after the original reservation time. After the deadline, the table will be reassigned.
- 11.2 The customer has no claim on the use of a specific table. The restaurant will choose the table by number of guests, weather conditions and availability.

12 FINAL PROVISIONS

- 12.1 Amendments and supplements to the contract, the acceptance of offers, or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid.
- 12.2 For commercial transactions the place of performance and payment as well as, in the event of litigation, including disputes for checks and bills of exchange, the exclusive court of jurisdiction is at *Am Alten Hafen 1, 14712 Rathenow*. Insofar as a contracting party fulfills the requirement of section 38, Para. 2 of the German Code of Civil Procedure (ZPO), and does not have a place of general jurisdiction within the country, the courts at *Am Alten Hafen 1, 14712 Rathenow* shall have jurisdiction.
- 12.3 The contract is governed by and shall be construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and the Conflict Law are precluded.
- 12.4 Should individual provisions of these general terms and conditions for Events be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.