



## GENERAL TERMS OF BUSINESS FOR THE HOTEL ADMISSION CONTRACT OF THE HOTEL MARIENTURM-STEPHAN & KERSTIN NEUMANN GbR (state March, 2010)

### I. AREA OF APPLICATION

1. These terms of business are valid for contracts about the on hire surrender from hotel rooms to the accommodation as well as everybody in this connection for the customer to produced other achievements and deliveries of the hotel (Hotel admission contract). The concept "Hotel admission contract" encloses and substitutes for the following concepts: Accomodation, guest admission, hotel, hotel room contract.

2. The unrenting or wide renting of the überlassenen rooms as well as those Use to others than accomodation purposes need the previous ones written approval of the hotel, and §540 paragraph 1 Sentence 2 Civil Code abbedungen becomes, as far as the customer is not a consumer.

3. General terms of business of the customer find only use, if this was agreed before expressly in writing.

### II. COMPLETION OF THE CONTRACT, CONTRACTING PARTNER, LIMITATION

1. The contract comes by the acceptance of the application of the customer by this Hotel. It stays empty to the hotel, the room reservation in text form to confirm.

2. Contracting partners are the hotel and the customer. If a third has for the customer ordered, he sticks compared with the hotel together with the customer as a joint debtor for all obligations from the hotel admission contract, provided that to the hotel a suitable explanation of the third is given.

3. All claims against the hotel come under the statute of limitations basically in one year from him

legal limitation beginning. Compensation claims come under the statute of limitations independently of knowledge

in five years. The limitation shortening is not valid with

To claims, on a deliberate or roughly careless duty injury of the hotel are based.

### III. PRAISES ACHIEVEMENTS, PAYMENT, COMPENSATION

1. The hotel is obliged to hold ready the rooms booked by the customers and to produce the agreed achievements.

2. The customer is obliged, for the room surrender and by him in Claim to taken other achievements to agreed or valid prices to pay of the hotel. This is also valid for achievements arranged by the customers and displays of the hotel into three parts. The agreed prices close the respective one legal value added tax one.

3. The hotel is able to do his approval with an additional one desired by the customers Reduction of the number of the booked rooms, the achievement Hotels or the stay duration of the customer of it dependent make, that itself the price of the rooms and/or of the other achievements of the hotel raises.

4. Calculations of the hotel without date of maturity have come off within 10 days Access of the calculation without deduction payable. The hotel is able to do the prompt one

Payment of due demands any time from the customer require. With default if the hotel is entitled, the in each case valid legal interests on arrears at the rate of 8% currently or by legal shops, in which a consumer is involved to ask at the rate of 5% about the base interest rate sentence. The proof of a higher damage is left to hotel.

5. The hotel is entitled, with contract end by the customer an adequate one Pre-payment or security in the form of a credit card guarantee, one To require deposit or similar. The height of the pre-payment and the payments can be agreed in the contract in writing. On pre-payments or securities for package tours remain the legal ones Regulations untouched.

6. In reasonable cases, e.g., arrears of the customer, is the hotel one entitles, also after contract end up to beginning of the stay Pre-payment or security for the purposes of preceding No. 5 or one Increase of the pre-payment agreed in the contract or security to ask up to the full agreed reimbursement.

7. The hotel is entitled further, at the beginning and during the stay from Customers an adequate pre-payment or security for the purposes of preceding No. 5 for existing and future demands from the contract to ask, as far as such not already according to preceding numbers 5 and/or 6 was performed.

8. The customer is able only with an indisputable or legal demand towards a demand of the hotel charge or diminish or a retention right exercise.

### IV. RESIGNATION OF THE CUSTOMER (CANCELLATION, CANCELLATION) / NON-CLAIM OF THE ACHIEVEMENTS OF THE HOTEL (SHOW NO)

1. A resignation of the customer of the contract closed with the hotel need the written approval of the hotel. If this does not occur, is of her to pay agreed price from the contract also, if the customer contractual ones Achievements does not take up. This is not valid by injury of her Obligation of the hotel to the thoughtfulness for rights, legally protected rights and interests of the customer, if to this thereby a holding on in the contract not more is to be expected, or an other legal or contractual right to rescind is entitled.

2. Provided that between the hotel and the customer an appointment to the free one Resignation by the contract in writing was agreed, the customer is able till then withdraw from the contract, without payment or compensation claims To release hotels. The right to rescind of the customer goes out, if he not to by the agreed appointment his right to the resignation in writing towards him Hotel exercises, provided that not a case of the resignation of the customer according to figure IV

No. 1 sentence 3 is given.

3. With rooms not taken up by the customers the hotel has them Income from other renting of these rooms as well as the saved ones To credit expenditures. If the rooms are not otherwise rented, thus the hotel can require the by contract agreed reimbursement and him Deduction for saved expenditures of the hotel blanket. The customer is in to this case obliges, at least 90% of the by contract agreed price

for overnight stays with or without breakfast, 70% for half board and 60% to pay for American plan arrangements. The proof stays empty to the customer, the fact that the precalled claim or not did not originate by the demanded height is.

### V. RESIGNATION OF THE HOTEL

1. Provided that was agreed in writing, that the customer within a certain one Term free of charge from the contract can withdraw, is the hotel in this period on his part entitles to withdraw from the contract, if inquiries more different Customers after the by contract booked rooms are given and the customer does not renounce further inquiry of the hotel on his right to the resignation.

2. If an agreed or on top according to figure becomes III numbers 5 and/or 6 required pre-payment or security also on spreading one from the hotel sedate adequate extension not performed, so this is Hotel also to the resignation of the contract entitles.

3. Further the hotel is entitled, for essentially justified reason from To withdraw exceptionally contract, for example, if

- Force majeure or other circumstances not to be represented by the hotel them Fulfillment of the contract make impossible;

- Room under delusive or false statement of essential facts, e.g., of the person of the customer or the purpose of his stay, booked become;

- the hotel founded occasion for the acceptance has, that the claim the hotel achievement the free from problems business concern, the security or the respect of the hotel in public can endanger, without that to add this to the territory or organisation area of the hotel is;

- an offence against abovementioned figure I No. 2 is given.

4. With entitled resignation of the hotel there originates no claim of the customer on Compensation.

### VI. ROOM SUPPLY, ROOM HANDING OVER AND ROOM RETURN

1. The customer acquires no claim to the supply of certain rooms.

2. Booked rooms stand off to the customer 15:00 o'clock of the agreed journey day at the possession. The customer has no right to former supply.

3. On the agreed departure day the rooms to the hotel are at the latest around 12:00 To make available clock removed. Then the hotel is able on account of them late clearing of the room for his contract-crossing use till 18:00 o'clock 50% of the full accommodation price (list price) in calculation put, from 18:00 o'clock 100%. Contractual claims of the customer become through this does not found. It stays empty to him to prove, that to the hotel nobody or a substantially lower claim to compensation fee has originated.

### VII. LIABILITY OF THE HOTEL

1. The hotel sticks with the care of a well-arranged businessman for his Obligations from the contract. Claims of the customer on compensation are excluded. From this damages from the injury are excluded of the life, the body or the health, if the hotel the duty injury has to represent, other damages, on deliberate or roughly careless duty injury of the hotel are based and damages, on a deliberate or careless injury of duties typical for contract of the hotel are based. Of a duty injury of the hotel there stands that of a legal one Of representative or fulfillment assistant immediately. If disturbances or had to go Defects of the achievements of the hotel appear, the hotel becomes with knowledge or take care on prompt rebuke of the customer to provide for remedy. The customer is obliged to contribute reasonable to him, around the disturbance to repair and a possible damage slightly to hold.

2. The hotel to the customer sticks for introduced things after the legal ones Regulations, this is up to the hundredfold of the room price, at most 3,500 , for money, to securities and valuables up to 800 . Money, securities and valuables are able up to a Höchstwert of (insured sum of the hotel start) in the hotel or room safe kept become. The hotel recommends to make use of this possibility.

3. As far as to the customer a parking lot in the hotel garage or on a hotel parking bay, also against remuneration, is made available, thereby comes nobody Preservation contract. With loss or damage on to the hotel property of put down or shunted automobiles and their contents if the hotel does not stick, except with intention or coarse carelessness. Projecting ones No. 1 sentences 2 to 4 are valid accordingly.

4. Wake-up missions are explained by the hotel with the biggest care.

News, post and consignments of goods for the guests is treated with care.

The hotel takes over the delivery, safekeeping and if requested against remuneration the postbroadcasting of the same. Preceding No. 1 sentences 2 to 4 are valid accordingly.

### VIII. FINAL REGULATIONS

1. Changes or supplements of the contract, the application acceptance or these To general terms of business for the hotel admission should occur in writing. One-sided changes or supplements by the customer are ineffective.

2. Place of fulfillment and place of payment is the seat of the hotel.

3. Exclusive legal venue also for cheque and change disputes if is in the business traffic the society-juridical seat of the hotel. Provided that a contracting partner the condition §38 paragraph 2 ZPO fulfils and no general legal venue by the home has, is valid as a legal venue the society-juridical Seat of the hotel.

4. It is worth German right. The use of the UN-purchase right and the collision right is excluded.

5. If single regulations of these general terms of business had to go for the hotel admission contract is ineffective or trifling or become, so becomes thereby the effectiveness of the remaining regulations does not touch. For the rest if are valid the legal regulations.