

## **GENERAL TERMS & CONDITIONS OF BUSINESS (AGB) OF WEISSENHAUS BETRIEBSGESELLSCHAFT MBH FOR HOTEL ACCOMMODATION AGREEMENTS**

### **I. SCOPE OF APPLICATION**

1. These terms and conditions apply to contracts for the rental of hotel rooms for lodging purposes, as well as all other services and deliveries provided by the hotel for the customer
2. The subletting or further rental of the provided rooms as well as their use for other than accommodation purposes require the prior written consent of the hotel whereby § 540 Par. 1 Sentence 2 BGB [German Civil Code] is excluded insofar as the customer is not a consumer.
3. The customer's terms and conditions shall only apply if this has been expressly agreed in writing in advance. Otherwise, the customer's terms and conditions shall not apply, even if the hotel does not expressly object to them.

### **II. CONCLUSION OF THE CONTRACT, CONTRACTUAL PARTNERS, STATUTE-OF-LIMITATIONS**

1. The contract is concluded by the hotel's acceptance of the customer's request. The hotel is free to confirm the room booking in writing.
2. The contracting parties are the hotel and the customer. If a third party has ordered on behalf of the customer, the customer shall be liable to the hotel together with the third party as joint and several debtors for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.
3. All claims against the hotel are subject to a limitation period of one year from the start of the statutory limitation period, with the exception of claims for travel defects in cases of package holidays, which are subject to a limitation period of two years starting from the end of the package holiday. Claims for damages are subject to a limitation period of five years, regardless of knowledge of them. Reduction of the statute of limitations does not apply to claims that are based on an intentional or grossly negligent breach of duty by the hotel.

### **III. SERVICES, PRICES, PAYMENT, OFFSETTING**

1. The hotel is obliged to keep the rooms booked by the customer ready and to provide the agreed services.
2. The customer shall be obliged to pay the prices of the hotel applicable or agreed

for the provision of the room and the other services used by the customer.

3. This also applies to services and expenses of the hotel to third parties arranged by the customer.

4. The agreed prices include the respective statutory value added tax. If the period between conclusion and fulfilment of the contract exceeds four months and if the price generally charged by the hotel for such services increases, the hotel may increase the contractually agreed price by a reasonable amount, but by no more than 5%.
5. Prices may also be changed by the hotel if the customer subsequently requests changes to the number of rooms booked, the hotel's services or the length of the guests' stay and the hotel agrees to this.

6. Invoices of the hotel without a due date are payable without deduction within ten days from receipt of the invoice. The hotel can request the immediate payment of due claims from the customer at all times. In case of default in payment the hotel is entitled to request the respective applicable statutory interest on default in the current amount of 8 % or with legal transactions, in which a consumer is involved, in the amount of 5 % above the base lending rate. The hotel reserves the right to prove higher damages.

7. The hotel is entitled to request a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, subject to legal regulations for package holidays. The amount of the advance payment and the payment dates may be agreed in writing within the contract.

8. The hotel is further entitled, at the beginning and during the stay, to request a reasonable advance payment or security deposit of the customer within the meaning of no. 6 above for existing and future claims arising from the contract, insofar as such payment has not already been made in accordance with no. 6 above.

9. The customer may only offset or reduce a claim of the hotel with an undisputed or legally binding claim.

### **IV. CANCELLATION BY THE CUSTOMER AND NON-USE OF THE SERVICES OF THE HOTEL**

1. A withdrawal of the customer from the contract concluded with the resort requires the written consent of the resort. If this is not given, the agreed price stipulated in the contract shall be paid even if the

customer does not make use of contractual services. This does not apply in the event of a breach of the resort's obligation to consider the rights, legal assets and interest of the customer, if the customer can no longer reasonably be expected to adhere to the contract as a result or is entitled to another statutory or contractual right of cancellation.

2. Insofar as a date was agreed upon in writing between the resort and the customer for the free cancellation of the contract, the customer can cancel the contract until this date without initiating any claims for payment or compensation of the resort. The customer's right of cancellation in writing towards the resort by the agreed date insofar as there is no case of the cancellation of the customer pursuant to section I.3.

3. In case of rooms which are not used by the customer the hotel must offset the income from another rental of these rooms as well as the saved expenses.

4. The hotel shall be free to request the contractually agreed remuneration and to make a flat-rate deduction for expenses saved. In this case, the customer is obliged to pay at least 90% of the contractually agreed price.

### **V. CANCELLATION BY THE HOTEL**

1. Insofar as agreed in writing that the customer can cancel the contract free of charge within a certain deadline, the hotel is on its part entitled to cancel the contract during this period of time in case of enquiries from other customers for the contractually booked rooms and the customer does not waive his right to cancellation following an enquiry from the hotel.

2. If an advance payment or provision of security as agreed or requested according to clause III no. 6 is not provided even after the expiry of a reasonable final deadline set by the hotel then the hotel is also entitled to cancel the contract.

3. The hotel is further entitled to terminate the contract extraordinarily for a factually justified reason, for example if

- Force majeure or other circumstances beyond the control of the hotel render the satisfaction of the contract impossible;
- Rooms are booked under misleading or false statement of essential facts, for example the person of the customer or the purpose of his stay;

- The hotel has reasonable grounds to believe that the use of the hotel service may jeopardise the smooth running of the business, the security of the reputation of the hotel in public without this being attributable to the hotel's sphere of control or organisation;

- There is a breach of the aforementioned Subclause I no. 2;

4. In the event of an officially declared, so-called lockdown of the resort in connection with the Corona pandemic, the resort is entitled to convert any advance payments received into a voucher with a three-year validity period. In this case, there is no entitlement to the monetary return of the deposit.

5. In the event of justified withdrawal by the hotel, the customer shall not be entitled to compensation.

## VI. PROVISION, HAND-OVER AND RETURN OF ROOMS

1. The customer does not acquire a claim to the provision of specific rooms (room numbers).

2. Booked rooms are available to the customer from 4.00 pm on the agreed day of arrival. The customer has no right to earlier availability.

3. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 12.00 noon at the latest. Thereafter, the hotel may charge 50% of the full accommodation price (per price list) due to the late vacating of the room for its use in excess of the contract until 6pm, and 100% from 6pm onwards. Contractual claims of the customer are not justified by this. The customer is at liberty to prove that the hotel has not incurred any claim to a usage fee or that the claim is significantly lower.

4. The resort is an Adults Only Resort. We welcome guests aged 12 and over. In the event of arrival with children under 12 years of age, accommodation is excluded and the agreed booking and cancellation conditions remain valid. In the case of an exclusive booking of the entire resort, the regulation on the minimum age of guests does not apply after prior confirmation by the resort.

## VII. LIABILITY OF THE HOTEL

1. The hotel shall be liable for its obligations under the contract with the diligence of a prudent business. Claims of the customer for damages are excluded. Excluded from this are damages from injury to life, body or health if the hotel was responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by the hotel and damages based on an intentional or negligent breach of duties typical for

the contract by the hotel. A breach of duty by the hotel is equivalent to a breach of duty by a legal representative or vicarious agent. In the event of disruptions or defects in the hotel's services, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to him in order to remedy the disruption and keep any possible damage to a minimum.

2. The hotel shall be liable to the customer for items brought into the hotel in accordance with the statutory provisions, for money, securities and valuables up to EURO 800. Money, securities and valuables are insured in the room safe up to a value of EURO 8,000. The hotel recommends making use of this possibility. Liability claims expire unless the customer notifies the hotel immediately after becoming aware of loss, destruction or damage (§703 BGB). For further liability of the hotel, the above numbers 1.2. to 1.4. apply accordingly.

3. Insofar as parking space is made available to the customer in the garage or in a hotel car park, even for a fee, this shall not constitute a safekeeping contract. The hotel shall not be liable for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and their contents, except in the case of intent or gross negligence. The above numbers 1.2 to 1.3. apply accordingly.

4. Wake-up calls are executed by the hotel with the utmost care. Messages, mail and consignments of goods for the guests will be handled with care. The hotel shall undertake the delivery, safekeeping and – on request – forwarding of the same against payment. No. 1 sentences 2 to 4 above shall apply accordingly.

## VIII. ADDITIONAL REGULATIONS FOR PACKAGE HOLIDAY CONTRACTS

1. If, in addition to providing board and lodging, the hotel's service obligation consists of organising a leisure programme as its own paid service, this constitutes a so-called package holiday contract.

2. The customer may not assert any claims due to changes, deviations or reductions of individual services within the framework of a package holiday contract which become necessary after conclusion of the contract if they are merely insignificant.

3. In the case of mediated services (not package holidays), the hotel shall not be liable for the provision of services by third-party service providers or transport companies, but only for the proper mediation of the travel service and for the

proper forwarding of the information of the service provider to the customer.

4. In the case of a package holiday, the hotel's liability for damages other than bodily injury shall be limited to three times the tour price, insofar as damage to the customer was caused neither intentionally nor by gross negligence or insofar as the hotel is solely responsible for damage incurred to the customer due to the fault of a service provider.

## IV. FINAL PROVISIONS

### (Performance & Place of Payment, Ancillary Agreements, Partial & Full Validity)

1. Amendments or supplements to the contract, the acceptance of the request or these General Business Terms and Conditions for hotel accommodation shall be made in writing. Unilateral amendments or addendums by the customer are invalid.

2. Place of performance and payment is the registered seat of the hotel.

3. Exclusive place of jurisdiction – also for cheque and bill of exchange disputes – in commercial transactions shall be the registered seat of the hotel. If a contracting party meets the requirements of § 38 Par. 2 of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered seat of the hotel under company law.

4. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.

5. Should individual provisions of these General Terms and Conditions for hotel accommodation agreement be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.