

# GENERAL TERMS AND CONDITIONS OF BUSINESS

## General Terms and Conditions of Business (GTCs) of Elysée Hotel AG Hamburg

### I. Sphere of Application

1. These GTCs apply to contracts for the hire of hotel rooms for accommodation as well as for all other goods and services provided for guests by the Hotel.
2. The subletting or onward letting of the hired rooms as well as their use for purposes other than accommodation requires the prior written consent of the Hotel, to the exclusion, provided the Customer is not a consumer, of § 540 paragraph 1 sentence 2 of the German Civil Code (Bürgerliches Gesetzbuch - BGB).
3. The Customer's terms and conditions shall only apply if this is expressly agreed in advance and in writing.

### II. Conclusion of Contract, Contracting Parties

1. The Contract enters into force on acceptance of the Customer's request by the Hotel. The Hotel is free to confirm a room booking in writing if it so wishes.
2. The Contracting Parties are the Hotel and the Customer. If a third party reserves a room for the Customer (as a guest) or the Customer reserves a room for a third party (as a guest) the third party is liable towards the Hotel jointly and severally with the Customer for all obligations arising from the hotel accommodation contract, provided the Hotel receives a corresponding declaration from the third party. The Customer is liable [to pay] for every hotel service used by the third party (as a guest) so far as they are connected with the contractually-due services, unless the nature and extent of the services requested is so unusual that it is obvious that they would not be approved by the Customer.

### III. Services, Prices, Payment

1. The Hotel undertakes to make available the room booked by the Customer and to provide the agreed services.
2. The Customer undertakes to pay the prevailing or agreed Hotel prices for the room hire and additional services provided. This also applies to services provided by the Hotel for third parties at the Customer's instigation, and the costs thereof.
3. The agreed prices exclude statutory value added tax. If the statutory value added tax is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be

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adjusted. If the period between entering into the Contract and fulfilment thereof exceeds four months, and the general price charged by the Hotel for such services has increased in the meantime, the hotel may exact a reasonable surcharge of at most five per cent of the agreed price.

4. The Hotel is entitled both on concluding the Contract and thereafter to request either an advance payment and/or suitable security, payable at least four weeks before the agreed start date for the services. A reasonable [advance payment] shall be deemed 20%, or if less than four weeks in advance at least a further 70% of the price of the services. If the Customer has no place of residence or domicile in Germany the Hotel may demand the full price of the services as an advance payment or security.

5. If the sum total of the Hotel's outstanding claims for services rendered but not yet due for payment exceeds €250, or if services are provided over a period in excess of one week, the Hotel may demand payment of the outstanding amount on presentation of a corresponding interim invoice.

## IV. Withdrawal by the Customer (i.e. through cancellation, non-availment of hotel services, no show)

1 Any cancellation of the Contract requires the Hotel's written consent. If this is not forthcoming the agreed Contract price must be paid even if the Customer does not avail himself of the contractual services. However, this does not apply if the Hotel fails to give due consideration to the Customer's rights, legal assets or interests, as a result of which the Customer can no longer be reasonably expected to fulfil the Contract, or if [the Customer] is entitled to cancel the Contract on some other legal or contractual grounds.

2. If the Hotel and Customer agree in writing to a deadline before which the Customer may cancel the Contract free of charge, the Customer may cancel up to that time without this entailing any claims to payment or damages on the Hotel's part. This right of cancellation is invalid if the Customer fails to exercise it in writing. Section 1, sentence 3 applies analogously in this respect. The Hotel must offset any income earned from hiring to another party a room not taken up by the Customer, as well as any associated cost savings [against the amount charged to the Customer]. The Hotel is entitled to demand payment of the contractually-agreed remuneration, less a fixed deduction reflecting the expenditure saved by the Hotel. In this event the Customer is obliged to pay at least 80% of the agreed cost for overnight accommodation with or without breakfast, 70% for half board or 60% for full board.

3. The Customer is entitled to prove that the above-mentioned claim does not arise or does not do so to the extent demanded.

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## V. Cancellation by the Hotel

1. If the Hotel and Customer agree in writing to a deadline before which the Customer may cancel the Contract free of charge, during this period the Hotel, too, is entitled to cancel the Contract if it receives an enquiry from another customer concerning the contractually-booked rooms and, on being requested to do so by the Hotel, the Customer refuses to waive its right of cancellation. The Hotel is also entitled to cancel the Contract if an advance payment which has either been agreed by the Contracting Parties or is due in accordance with Clause III Section 4 is not paid even after the expiry of a reasonable further deadline set by the Hotel.

2. The Hotel is further entitled to the extraordinary cancellation of the Contract if, for instance - instances of force majeure or other circumstances beyond the Hotel's control render fulfilment of the Contract impossible; - rooms are booked using misleading or false information, for instance concerning the Customer's identity or the purpose of the booking; - the Hotel has reason to believe that the Customer's availment of Hotel services could jeopardise the smooth running, security or public reputation of the Hotel for reasons not imputable to the management or running of the Hotel; - the Customer is in breach of Clause I Section 2.

3. In the event of justified cancellation the Customer has no right to damages.

## VI. Availability, Provision and Return of Rooms

1. The Customer has no right to the provision of specific rooms. Booked rooms will be made available to the Customer from 2 p.m. onwards on the agreed day of arrival and will be kept available until at least 6 p.m. that day. If the Customer or guest arrives later than 6 p.m. without notifying the Hotel of the later arrival time the Hotel is entitled to let the reserved room to other guests.

2. The Customer has no right to the early provision of rooms.

3. On the agreed departure date the rooms must be vacated and made available to the Hotel by 12 noon. In the event of later vacation the Hotel is entitled to charge 50% of the full list accommodation price up to 6 p.m. and 100% thereafter. This does not give grounds for contractual claims on the Customer's part. The Customer is free to prove that the Hotel's resultant claim to a further rental payment is lower or non-existent.

4. In the case of block bookings the rooms concerned are deemed bindingly booked. Up until the agreed confirmation date either Contracting Party is entitled via written notification of the other Contracting Party to reduce the agreed number of rooms or cancel the booking.

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## VII. The Hotel's Liability

1. The Hotel undertakes to fulfil its contractual obligations with the due care of a prudent businessman. Claims to damages by the Customer are hereby excluded, with the exception of claims arising from loss of life, physical injury or harm to health due to the Hotel's breach of its obligations or claims for other loss or damage due to the wilful or grossly negligent breach of the Hotel's contractually-typical obligations. A breach of obligations by the Hotel is equivalent to a breach by a legal representative or vicarious agent of the Hotel. The Hotel will endeavour to remedy any disruptions to or faults in the services it provides as soon as it becomes aware of them or on the customer's prompt complaint. The Customer undertakes to assist in so far as can reasonably be expected in remedying the disruption and keeping any damage to a minimum.

2. With respect to the Customer's personal property, the Hotel is liable in accordance with statutory provisions in this respect (up to 100x the room price), to a maximum sum of €3,500, or for cash, securities and valuables up to €800. Cash, securities and valuables up to a value of €20,000 may be kept in the Hotel safe, or up to a value of €5,113 in the room safe. The Hotel recommends making use of this facility. The Hotel shall not be liable if the Customer fails to notify it immediately on becoming aware of the loss, damage or destruction [of his/her property] (cf. § 703 BGB). Section 1 sentences 2 to 4 apply analogously.

3. If a parking space is provided for the Customer in the Hotel garage or a Hotel car park this does not entail the existence of any safe custody agreement, even if a charge is made for the parking space. In the event of the loss of or damage to motor vehicles parked on or moved around the Hotel premises, or the contents thereof, the Hotel shall not be liable except in case of wilful action or gross negligence. Section 1 sentences 2 to 4 apply analogously. There is no surveillance of parked vehicles.

4. The Hotel makes wake-up calls with the greatest possible care. Messages, mail and merchandise delivered for guests are handled with care. The Hotel is willing to undertake the delivery, storage and, on request and for a charge, forwarding of items, but disclaims any liability in this respect. Section 1 sentences 2 to 4 apply analogously.

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## VIII. Closing Provisions

The place of fulfilment and payment is the Hotel's registered office. The exclusive place of jurisdiction in relation to commercial transactions is the Hotel's registered office. If a Contracting Party meets the requirements of § 38 paragraph 3 of the Code of Civil Procedure (Zivilprozessordnung - ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction is the Hotel's registered office. The Contract is subject to German law, to the exclusion of UN Sales Law and private international law. If any individual provision of these GTCs for Hotel accommodation should be or become invalid or null and void this shall not affect the validity of the other provisions thereof. In other respects the relevant statutory provisions apply.