

General Terms and Conditions

I. Scope of Applicability

- These General Terms and Conditions are applicable to contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel for the customer.
- These General Terms and Conditions shall apply exclusively. Conflicting, opposing and additional terms and conditions of the customer will not be accepted by the hotel, unless the hotel has expressly agreed to its validity in writing. These General Terms and Conditions shall apply as well, if the hotel provides services to the customer without any reservation, being aware of the customers' terms and conditions.

II. Conclusion of Contract, Liability, Statute of Limitations

- The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm the room reservation in writing.
- The prior consent of the hotel is required if rooms provided are to be sublet or rented to other parties or used other than for lodging purposes.
- In case of a third person placing the booking for the customer, this person is liable towards the hotel as subscriber together with the customer as joint debtors.

III. Services, Prices, Payment, Offset

- The hotel is obligated to keep the rooms reserved by the customer available and to render the services agreed upon.
- The customer is obligated to pay the applicable or agreed upon hotel prices for rooms provided and for other services used. This shall also apply to the hotel's services and disbursements to third parties caused by the customer.
- The agreed prices include applicable value-added tax as required by law. If the period between conclusion and fulfillment of the contract exceeds four months according to the contractual agreement and if the price generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed upon price to a reasonable extent but not, however, by more than ten percent.
- Hotel Invoices are - as far as no other payment conditions are explicitly agreed upon - immediately due for payment without any deduction on receipt of the invoice. The hotel shall be entitled at any time to immediately demand the payment of outstanding amounts. With default of payment, the hotel shall be entitled to demand default interest in the amount of currently 10 percent in case of companies or in case of a consumer, in the amount of 5 percent above the base interest rate. The hotel reserves the right to prove greater damage.
- The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, observing the legal provisions for package tours, if necessary. The amount of the advance payment and payment dates may be agreed upon in writing in the contract.
- The customer may only offset or reduce a claim by the hotel with a claim which is undisputed or unappealable.

IV. Rescission by Customer (Cancellation, Annulment)/Failure to Use Hotel Services (No Show)

- Subject to the stipulation set out in the following clause 3, the rescission by the customer of the contract concluded with the hotel requires the hotel's written consent. If such is not given, then the price agreed in the contract must be paid even if the customer does not avail himself of the contractual services. This shall not apply to the breach of obligation of the hotel to take into account the rights, objects of legal protection and interests of the customer, if holding to the contract is no longer reasonable or another statutory or contractual rescission right exists.
- To the extent that the hotel and customer agreed in writing upon a date for a cost-free rescission of the contract, the customer may rescind the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of rescission shall expire if he does not exercise his rescission right in writing vis-à-vis the hotel by the agreed date, insofar as no case pursuant to no. 1, sentence 3 above exists. The rescission of the hotel should be declared in a written form.
- In case of rooms not enlisted for, the customer is obliged to pay 90 percent of the contractually agreed upon rate for lodging with or without breakfast. The customer is at liberty to show that the claim mentioned above was not created or not created in the amount demanded.

V. Rescission by Hotel

- To the extent that a right of cost-free rescission within a certain period was agreed in writing for the customer, the hotel is also entitled to rescind the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission upon inquiry thereof by the hotel.

- If an agreed advance payment or an advance payment demanded pursuant to item III, no. 5 above is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to rescind the contract.
- Moreover, the hotel is entitled to effect extraordinary rescission of the contract for good cause, in particular if
 - force major or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
 - rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose;
 - 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;
 - there is an unauthorized sublease or renting to other persons according to item II, Nr. 2 above.
- The customer can derive no right to compensation from justified rescission by the hotel.

VI. Room Availability, Delivery and Return

The customer does not acquire the right to be provided specific rooms, unless otherwise agreed.

VII. Liability of the Hotel

- Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon immediate objection by the customer. The customer is obliged to contribute reasonable efforts to remedy the defects and to keep any ensuing damages to a minimum. If the customer culpably fails to report a defect without undue delay, a claim for reduction of the agreed remuneration is precluded.
- The hotel is always liable – regardless of the legal cause in law - for willful acts or acts of gross negligence including those of its agents or its auxiliary persons.
- In case of simple/slight negligence the hotel is only liable for
 - damages arising from violations of life, body or health
 - damages arising from violation of an essential contractual obligation (that is an obligation the fulfillment of which is quintessential for the due execution of the contract and upon observation of which the contracting party regularly relies and may rely); in this case the hotel is only liable for compensation of the predictable, typically occurring damage.
- The preceding liability limitations do not apply, if the hotel has fraudulently withheld disclosing a defect or assumed a guarantee.
- In all other cases, the liability of the hotel is precluded, regardless of the legal cause in law of the asserted claim.
- With regard to claims for reimbursement of expenses the preceding stipulations no. 2 to 5 shall apply respectively.
- The hotel is liable to the customer for property brought into the hotel in accordance with the legal regulation. Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations dependent upon knowledge of § 199, para. 1 German Civil Code. Damage claims shall be time-barred after five years as of the harmful incident, independent of knowledge. The reduction of the statute of limitation periods shall not apply for claims which are based on a willful or grossly negligent breach of obligation by the hotel or its auxiliary persons or in case of violation of life, body or health.
- Insofar as a parking space is provided to the customer in the hotel garage or hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is charged herefor. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property, nor the contents thereof, excepting cases of intent or gross negligence. stipulations no. 1 to 5 above shall apply respectively.
- Wake-up calls are carried out by the hotel with utmost diligence. Messages, mail, and merchandise deliveries for guests are handled with due care. The hotel will deliver, hold, and for a fee forward such items (on request). Stipulations no. 1 to 5 above shall apply respectively.

VIII. Final Provisions

- Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral amendments and supplements by the customer are not valid.
- Place of performance and payment is the location of the hotel's registered office.
- In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party fulfills the requirements of § 38, para. 2 of the German Code of Civil Procedure and does not have a general venue within the country, the courts at the location of the hotel's registered office shall have jurisdiction.
- The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany.
- Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.

Valid for:

WPHG Düsseldorf Operating GmbH, acting under the name „Breidenbacher Hof“, Königsallee 11, 40212 Düsseldorf