



A company of
Deutsche Eiche Gärtnerplatz Ltd.

GENERAL TERMS AND CONDITIONS OF THE COMPANY "DEUTSCHE EICHE GÄRTNERPLATZ LTD."

I. Validity

1. The following General Terms and Conditions are valid for all contracts made with the company "Deutsche Eiche Gärtnerplatz Ltd.", as long as they fulfill the criteria laid down in the German "AGB-Gesetz" (Law on General Terms and Conditions). These General Terms and Conditions are hung up in a clearly and generally visible location at the hotel (especially in the reception area) and the bathhouse or can be handed out to guests or other contract partners when necessary.

2. These terms apply especially to the rental of hotel rooms for lodging purposes, as well as to all other services delivered to the guest by the hotel.

3. A re-rental of hotel rooms to third parties or their use for purposes other than lodging requires a preliminary written agreement of the hotel.

4. Terms and Conditions of the client (e.g. a corporate partner) only apply when a preliminary written agreement has been made.

5. When entering the bathhouse, all clients accept the General Terms and Conditions, the House Rules and all other instructions aimed at ensuring the operational safety of the firm.

II. Contract completion, partners, liability and expiry

1. The contract becomes effective as soon as the hotel accepts the client's request. A written confirmation from the hotel is not necessary for the contract to come into force.

2. The hotel and its clients are the contract partners. In case a third party orders for the client, the third party will be liable together with the client for all claims included in the hotel contract, as long as the hotel has a declaration regarding this issue from the third party.

3. The hotel is liable for all its commitments included in the contract. The hotel's liability for any negligence is limited in the provision of services that are not strictly related to its field of operation.

4. The expiry date for all client claims is one year.

5. Limited liability and the claim expiry date also favor the hotel in case obligations are not met due to a false contract initiation or in case a positive breach of contract occurs.

III. Services, Prices, Payment, Compensation

1. In order to receive a booking confirmation, the client is obliged to provide the hotel with valid credit card details.

2. The hotel is obliged to hold the room(s) booked by the client ready and to provide the services that had been agreed upon.

3. The client is obliged to pay the agreed-upon price of the room and of other services used in the hotel. This also applies to services and disbursements initiated by the client on behalf of a third party. The client is also required in this case to provide the hotel with credit card details.

4. The prices that have been agreed upon cannot be discounted and cannot be reduced through commission payments. The prices are due for payment according to the agreed-upon payment arrangements. Payment becomes due on spot. Exceptions to this condition can only be made with a preliminary written approval of the hotel.

5. The prices stipulated in the contract include the current Value Added Tax. Should the time between contract completion and fulfillment exceed 4 months and the price of relevant services be raised by the hotel, the price hike cannot exceed 15% of the original price that had been agreed upon in the contract.

6. Prices can be raised further, should the client require a change in the number of booked rooms, the provision of additional services from the hotel or an alteration in the length of stay. Such changes all require the hotel's approval.

7. Invoices issued by the hotel without an explicit expiry date are to be paid right away, without any deductions. The hotel reserves the right to require the immediate payment of amounts that are overdue. In case of payment delays, the hotel has the right to charge an interest rate that is 5 to 8 percentage points higher than the benchmark rate. In such cases, the hotel can also terminate the contract.

8. The hotel reserves the right to bring and enforce claims related to possible further damages that result from overdue payments.

9. The hotel has the right to demand an appropriate prepayment or security deposit as soon as the contract is completed. The size and the timing of the prepayment can be agreed upon within the contract.

10. The client can alleviate or set off the hotel's claim only with an indisputable or legally valid counterclaim.

IV. Client withdrawal (cancellation, no-show)

1. A written approval of the hotel is needed in case a client wishes to withdraw from an existing contract with the hotel. The price that was agreed upon within the contract has to be paid in absence of the aforementioned approval, even if the hotel's services have not been drawn upon. An exception to this rule is a service delay or service failure attributable to the hotel itself.

2. In case an agreement regarding a withdrawal deadline has been made between the hotel and the client, the client may withdraw from the contract until that deadline without the hotel making any payment or damage recovery claims. The right of the client to withdraw from the contract becomes void if he/she does not exercise that right in writing until the mutually agreed-upon deadline, unless the hotel cannot provide the agreed-upon services on time or, due to external circumstances, cannot provide them at all.

3. If no specific cancellation deadline has been agreed upon in writing between the hotel and the client, the following deadlines are in effect in the case of a written cancellation by the client:

- Cost-free until 6pm two days before the planned arrival, excluding periods with trade fairs and events.
- Cost-free until 6pm fourteen days before the planned arrival during periods with trade fairs and events.

4. In the case of rooms not taken up by clients, the hotel has to set the penalty off with the income earned from the resale of rooms or with the savings arising from the lower expenditure on the unused room.

5. The hotel reserves the right to compound the penalty/damage costs that the client's contract breach or late withdrawal has caused.

6. In case of a no-show, the hotel will charge 90% of the lodging costs. Cancellations are possible free of charge at least 48 hours before arrival. Additional agreements made within the contract are also legally binding. The client can choose to provide evidence that the hotel did not incur any losses or that the damages caused were smaller than those included in the hotel's claim. The hotel can also choose to provide evidence that damages exceed the ones mentioned above.

7. In case the client wishes to alter booking conditions after arrival, the hotel has the right to charge 80% of lodging costs for the subsequent night.

8. In case of a belated cancellation (after the cancellation deadline), the hotel has the right to charge 80% of lodging costs (not including breakfast) for each canceled room, as long as the room cannot be resold to other guests.

V. Withdrawal of the hotel

1. As long as there is a written agreement on the withdrawal right of the client until a given deadline, the hotel also has the right to withdraw from the contract when it receives another room inquiry for the rooms involved in the contract. This applies even if the client does not forego his/her right to step back before the deadline included in the contract.

2. The hotel also has the right to withdraw from the contract if a prepayment required by the hotel does not occur within the time allotted for the prepayment.

3. Moreover, the hotel has the right to withdraw from the contract under extraordinary circumstances such as

- a force majeure, which prevents the hotel from fulfilling its contract obligations;
- a false booking, whereby, for example, the personal information provided by the client or the purpose of the booking is spurious;
- a situation, whereby the client's use of the hotel's services endangers the smooth functioning of the establishment. Such a situation would only be a legitimate cause for the hotel's withdrawal from the contract if it comes about as a result of causes beyond the hotel's organizational area of control.
- a violation against point 1/3 of these General Terms and Conditions.

The client is obliged to inform the hotel without delay and on his/her own accord, no later than the time of contract completion, in case he/she wishes to have an event organized at the hotel that may evoke public interest or compromise the hotel's interests due to its religious or political nature. A written approval is required from the hotel in the case of newspaper ads, publications or other forms of advertisement that refer in any way to the hotel. Should the client fail to ask for and receive such a written approval, the hotel has the right to cancel the event.

4. The hotel has to inform the guest without delay, when it exercises its right to withdraw from the contract.

5. The client has no rights to claim damages in case the hotel withdraws rightfully from the contract. Legal regulations apply in case of the hotel's damage claims.

VI. Preparation, transfer and return of rooms

1. The hotel is not obliged to offer the client the room that he/she has specifically demanded.

2. Booked rooms are available to guests from 3 pm on the day of arrival. The guest has no right to demand the room before that time.

3. Stipulations of the Federal Registration Act (Bundesmeldegesetz) need to be adhered to during the transfer of rooms.

4. Guests have to vacate their rooms until 11 am on the agreed-upon day of departure. After that point in time, the hotel has the right to charge 50% of lodging costs for any additional damage resulting from a checkout until 6 pm and 100% of lodging costs in case of a checkout after 6 pm. The guest has the right to prove that the hotel has incurred no losses or significantly lower losses due to the late checkout.

5. The lengthening of a stay at the hotel has to be carried out at least 14 days before the end of the contract. A tacit lengthening of the reservation is not acceptable. The hotel is obliged to remind the guest of the consequences of such an action. An intentionally belated checkout is a forbidden and arbitrary act. In such cases, the hotel has the right to gather the guests's personal belongings together and store them at a location other than the room at the guest's risk.

6. Deutsche Eiche Gärtnerplatz Ltd. reserves the right to charge guests for objects, which are removed from the property without prior permission. The penalty charged equals the cost of replacement items that have to be purchased and potential additional (e.g. delivery) costs. In case an item is missing after the client's departure, we reserve the right to charge the client's credit card.

7. Pets are allowed in the hotel only with an explicit and written approval of the hotel.

8. Smoking is only allowed on room balconies. In case the client or a guest of the client smokes in the room, a penalty of 100 € is charged to the room. This penalty needs to be paid upon departure. In case it is only detected after the client's departure that the client or the client's guest smoked in the room, Deutsche Eiche Gärtnerplatz Ltd. reserves the right to charge the client's credit card with the aforementioned penalty fee.

VII. Liability of the hotel

1. The hotel is liable to carry out its services with due diligence. In areas not strictly related to the hotel's area of operations, this liability is, however, limited to reasons of gross negligence, which can be traced back to the hotel. Should there be disturbances or errors in the hotel's provision of services, the hotel is required to make an effort to remedy those problems as soon as the guest signals them. The guest is obliged to show a reasonable degree of cooperation as the aforementioned defects are being corrected.

2. Based on legal regulations (§ 701-702 BGB), the hotel is liable for the loss or damage of personal objects at a value not exceeding 100 times the room price or 3,500.00 euros. In the case of money, securities and other valuables, the hotel's liability cannot exceed 750 euros. Damage claims become void unless the guest reports the damage or the loss to the hotel without any delay (§ 703 BGB).

3. Legal regulations apply regarding the unlimited liability of the hotel.

4. Even if the hotel makes cost-free recommendations regarding a parking space in a garage or elsewhere, this recommendation does not mean that a liability contract comes into effect. The hotel is not liable for larceny, burglary or any possible damage affecting the vehicle on its way to and at the parking location. This is also valid for auxiliary persons acting for the hotel.

5. Wake-up calls will be carried out by the hotel with due diligence. The hotel is, however, not liable for any damages arising from a missed wake-up call.

6. The hotel will handle notices, mail and deliveries sent to the guests with due diligence. The hotel takes on the responsibility of delivering, storing or forwarding the items, at an extra cost, if necessary. Damage claims are, however, not admissible, unless gross negligence on the hotel's part can be proven.

7. Complaints regarding telephone bills are only acceptable when made without any delay.

8. To ensure the safety of guests and employees, security cameras are installed in certain locations. All CCTV activity conforms to the requirements of the General Data Protection Regulation (GDPR).

VIII. Final clause

1. Any alterations in or additions to this contract and its terms have to be made in writing. Changes in the wording also require a special written permission. Unilateral changes or additions made by guests are not acceptable.

2. The location for contract fulfillment and payment is the hotel's location.

3. The hotel's location is also the relevant area of jurisdiction. In case a hotel partner fulfills the criteria laid down in Paragraph § 38 Absatz 1 ZPO and does not have a seat within Germany, the relevant area of jurisdiction is also the place where the hotel is located.

4. German law applies.

5. Should some items of these General Terms and Conditions be changed or become void, other items of this document will remain in force. In issues apart from the ones mentioned in these Terms and Conditions, normal legal regulations apply.

Date: 17.10.2019

The Hotel Deutsche Eiche is a company of

Deutsche Eiche Gärtnerplatz Ltd. - A company of leisure facilities

Company seat: Munich, LKR Munich

Municipal Court of Munich HRB 117669

Manager: Roger Holzapfel-Barta

www.deutsche-eiche.de
