



BY GEISEL

## Standard Business Terms Cosmopolitan Hotelbetriebs GmbH

### I. Scope of application

1. These business terms apply to all contracts for the provision of hotel rooms for accommodation as well as all further supplies and services of the hotel in connection therewith.
2. The standard business terms of the customer are only applicable if this is expressly agreed in writing.
3. If any of the following provisions are invalid for any reason, this does not affect the validity of the contract and the other provisions.

### II. Formation of contract and subject matter

1. Offers of the hotel are always subject to change. The contract is concluded through the acceptance of the booking by the hotel.
2. If the person making the booking acts in the name of and on the account of a third party (the customer), the person making the booking is jointly and severally liable together with the customer for all obligations arising from the contract as far as the hotel has a corresponding declaration of the person making the booking.
3. The sub-letting and re-letting of the provided rooms as well as use for other purposes than accommodation require the prior written consent of the hotel.
4. As far as not otherwise agreed, the hotel rooms shall be occupied on the date of arrival starting from 03:00 pm and on the date of departure shall be vacated at the latest by 11:00 am.

### III. Terms of payment

1. The prices in the booking confirmation of the hotel apply. The prices include statutory VAT, as far as nothing is agreed to the contrary.
2. If the period between the conclusion of the contract and the fulfilment of the contract exceeds four months and if the price generally charged by the hotel for the agreed services or the statutory VAT increase or if the costs for services of third parties related to the accommodation increase, the hotel is entitled to reasonably increase the agreed price. If the price increases by more than 5 %, the customer is entitled to cancel the contract.
3. The hotel can request an advance payment from the customer or the provision of reasonable security.
4. As far as no fixed payment dates are agreed, payments shall be made within 10 days after receipt of the invoice, but at the latest 30 days after departure. The expiry of the payment deadline shall constitute default.
5. The customer is only entitled to set off amounts against undisputed or legally final claims.

#### **IV. Liability of the hotel**

1. The hotel is only liable for wilful actions and gross negligence of the hotel, its legal representatives or agents. In the event of breach of material contractual obligations, the hotel is also liable for slight negligence. In this case the liability is limited to the reimbursement of the foreseeable damages which are typical to the contract. The liability of the hotel for damages arising from injury to life, body or health shall remain unaffected.
2. The hotel is only liable for objects brought in by guests in accordance with §§ 701 et seq. German Civil Code, meaning up to an amount of 100 times the accommodation price for each day, but at least up to € 600.00 and at most up to € 3,500.00 resp. € 800.00 for money, securities and valuables. The customer shall advise the hotel in a timely manner of the possibility that unusually high damages may arise.

#### **V. Liability of the customer**

1. The customer is liable for all damages to buildings or stock, caused by himself or any further guests and other third parties from within his sphere.
2. As far as the hotel procures technical and other equipment at the request of the customer, it acts exclusively on behalf of, with the authority of and for the account of the customer. The customer is liable to the third party for the careful handling and proper return of the equipment. He shall save and hold harmless the hotel from all claims of third parties arising from the provision of the equipment.

#### **VI. Cancellation**

1. If the customer cancels the booking or he does not avail himself of the services of the hotel in whole or in part, the hotel has the right to calculate the agreed price less saved expenses. The hotel can set the expenses saved at a flat amount. The customer is then obligated to pay 90 % of the agreed net price (agreed price without statutory VAT). The above provisions do not apply if the customer is entitled to a statutory or contractual right of cancellation.
2. Cancellation within the meaning of para. 1 also includes a change of the scope of the contract through delayed arrival or early departure as well as a change in the number of participants.
3. The customer is free to demonstrate that the claim for payment did not arise or not in the claimed amount.

#### **VII. Technical equipment, material brought in by customer**

1. With prior written consent of the hotel, the customer has the right to use own phone, fax and data transfer equipment. The hotel can charge a connection fee in this regard.
2. Objects brought in by the customer remain in the hotel at the risk of the customer. The hotel is only liable in accordance with para. IV.

#### **VIII. Final provisions**

1. Changes or additions to this agreement or these business terms must be made in writing. This also applies for the change of the written form clause. Unilateral changes or additions by the customer are invalid.
2. The place of performance and the place of payment is the seat of the hotel.
3. The law of the Federal Republic of Germany is applicable.
4. If the customer is a merchant or if he does not have a general place of jurisdiction in Germany, the exclusive place of jurisdiction for all disputes arising from or in connection with the contract is the seat of the hotel.