



General Terms and Conditions of Business for Hotel and Arrangement Services of Travel Charme Hotel GmbH, Berlin

The following terms and conditions of business apply to the provision of hotel rooms and all additional customer services rendered by Travel Charme Hotel GmbH (hereinafter referred to as the "Hotel"):

I. Conclusion of contract, termination, withdrawal, cancelling a Hotel service contract

1. The Hotel service contract shall be brought about by way of confirmation by the Hotel of a booking or acceptance by the Customer of a Hotel offer.
2. If the Customer wholly or partially terminates the contract by way of cancellation, the Hotel must give its approval in this respect.
3. If the Hotel does not accept rescission of the contract, the Hotel shall endeavour to otherwise dispose of the room(s). If this is impossible for the Hotel, payment of the agreed price for accommodation/breakfast and wellness services shall fall due for the period as per agreement. The following cancellation conditions apply:

Up to 31 days prior to arrival: no charge; 30 to 21 days prior to arrival: 40% of the agreed price (accommodation/breakfast & wellness services only); 20 to 8 days prior to arrival: 60% of the agreed price (accommodation/breakfast & wellness services only); from the 7th day prior to arrival: 80% of the agreed price (accommodation/breakfast & wellness services only). The provision also applies if the booked number of rooms and/or period of accommodation are reduced.

The Customer is, of course, granted the opportunity to furnish the Hotel with proof that the actual damage was less or that no damage whatsoever occurred.

4. The Hotel shall be entitled to withdraw from the contract for a factually justified reason. For example if force majeure or other circumstances beyond the Hotel's responsibility render performing the contract impossible, if rooms are booked by way of the provision of misleading or incorrect details of key facts, e.g. in respect of the hotel guest or the reason for the stay, and if the Hotel has a justified reason to assume that making use of the Hotel's services could jeopardise the Hotel's smooth business operations and safety or damage its reputation. The Customer shall not be entitled to claim for damages if the Hotel's withdrawal is justified.

II. Arrival and department

1. The Hotel undertakes to make booked rooms available on the arrival date from 3.00 p.m. Whenever possible rooms shall, where applicable, be made available at an earlier time. There is no entitlement to earlier access to rooms.
2. In the absence of agreements to the contrary, the Hotel shall keep booked rooms reserved up until 6.00 p.m. After this the Hotel shall be free to otherwise dispose of rooms.
3. Booked rooms are available to guests on the day of departure up until 11.00 a.m. If guests vacate rooms after 11.00 a.m., the Hotel may, in the event that such a room is to be made available, charge 50% of the accommodation price for that day up until 4.00 p.m. and 100% from 4.00 p.m.
4. If the Customer does not reserve the Hotel's entire rooms, he/she shall not be entitled to use certain Hotel rooms and/or parts of the premises.

III. Contract for other agreed services

The following conditions shall apply in the event that other services are booked such as space rental and/or agreed turnover from food and drink – e.g. in the case of events:

1. The Customer is to inform the Hotel of the number of participants at least two workdays before the services are rendered. If fewer participants arrive than agreed, the Customer shall be required to



pay in accordance with the agreed number of guests. If more participants arrive than agreed, costs shall be settled on the basis of the number of participants.

2. Withdrawal from contract

Catering services may be cancelled without incurring costs up to 15 days prior to the event. Agreed space rental shall be charged as reserved rooms. The amount of space rental is stated in the confirmation of order.

In the event of withdrawal by the Customer, the agreed space rental price and compensation of 50% of the loss of expected turnover are to be paid 14 to 8 days prior to the event. The lost turnover shall be charged in accordance with the price of the meals booked in advance or the Hotel's minimum menu price insofar as no menus had been booked in advance.

From the 7th day prior to the event, the Customer shall be required to pay the agreed space rental price and 75% of the loss of expected turnover.

IV. Price increases, payment, place of performance

1. The agreed prices include the statutory value added tax.
2. The Hotel is entitled to demand advance payment for the services as per agreement upon the Customer's arrival at the hotel. Other payment dates are to be specified in the contract. Accumulated receivables may be called due at any time and immediate payment may be demanded.
3. In the event of default in payment, the Hotel shall be entitled to charge interest of 5% above Deutsche Bundesbank's respective base lending rate on the outstanding invoice amount. The Customer may nevertheless furnish proof of lesser damage, while the Hotel may furnish proof of greater damage.
4. The Customer may only set off or abate an undisputed or res judicata claim in respect of a Hotel claim.
5. The Hotel's registered office is deemed the place of performance and payment.

V. Outside services

In addition to the Hotel services, outside services may also be arranged for Customers such as sports courses, visits to events and excursions, etc. These shall not be organised by the Hotel but by third parties (service providers) at their own responsibility.

VI. Liability / statute of limitations

1. The Hotel is liable for services it renders as part of the statutory provisions. Claims against the Hotel and its personnel for damages due to positive breach of an obligation, culpability upon conclusion of the contract and unlawful acts are restricted to damage caused by intent and gross negligence. However, in the event of danger to life and limb the Hotel shall also be liable in the event of minor negligence.
2. The statute of limitations for the Customer's claims against the Hotel is six months after the Hotel service has been rendered as per agreement. The brief period of limitations applies in the Hotel's favour too in the case of claims due to culpa in contrahendo, a positive breach of contract and unlawful acts.
3. No guarantee shall be provided or liability accepted for outside services within the meaning of sub-section V.
4. Valuables may be stored in the Hotel safe. The Hotel recommends use be made of this service.
5. The Hotel shall not be liable in the event of loss of or damage to a vehicle parked on the Hotel grounds/in the underground car park and/or for the contents therein. A storage contract shall not be brought about. Vehicles shall not be monitored.

VII. Final provisions

1. The court with jurisdiction for the Hotel's registered office is deemed applicable, insofar as this is legally permissible, in respect of possible disputes resulting from this contract and its performance.



2. In the event that individual provisions of these General Terms and Conditions of Business are invalid or void, this shall not affect the validity of the other provisions. In other respects the statutory provisions apply.