

GENERAL TERMS AND CONDITIONS FOR GUEST ROOM ACCOMMODATIONS

I. Scope of Application

- 1.) These Terms and Conditions shall apply to contracts regarding the rental and use of rooms for the accommodation of customers, including all other deliveries and services requested and provided by the hotel.
- 2.) The subletting and re-letting of reserved rooms, as well as their use for purposes other than the accommodation of guests or those purposes agreed upon in writing shall require prior written approval from the hotel.
- 3.) The customer's Terms and Conditions shall only apply if this has been agreed upon in writing and in advance.

II. Services, Prices, Payment, Setting-Off

- 1.) The hotel shall be obligated to have the requested reserved rooms ready for the customer's use, and to have accommodated and carried out all other agreed services.
- 2.) The customer shall be obligated to pay the charges of the room rental and all other included and requested deliveries and services as agreed upon. This shall also include deliveries and services (including additional services such as the consumption of food and beverages, telephone calls, etc.) employed in the hotel by the accommodated guests on the basis of this contract, and/or in connection with the contractual accommodation of guests and visitors etc. of the accommodated guests.
- 3.) The agreed prices shall include all mandatory sales taxes (value added taxes). In the event that the period between the conclusion of the contract and the agreed arrival date exceeds four months and the prices generally calculated by the hotel for the contractual services increases, then the agreed price may be raised appropriately, however, no more than 10%.
- 4.) In the event that the customer subsequently wishes to make changes to the agreed contract, such as changes to the number of reserved rooms, services provided by the hotel, or the duration of the guests' stay, a written approval from the hotel must be acquired and the overall cost is subject to a price adjustment.
- 5.) Hotel invoices without a due date must be paid within 10 days upon reception of the invoice to avoid deduction costs. In the event that, the hotel granted a period of payment or a credit advice to the customer and the latter falls in arrears with these payments or any other financial obligations to his hotel, then the period for payment and/or any other credit may be withdrawn and all costs shall be subjected to immediate payment. The hotel shall be entitled to charge an interest rate in the amount of 8% p.a. for all late payments. The customer shall be entitled to provide proof of lower damages; the hotel shall be entitled to provide proof of higher damages.
- 6.) The customer shall only be entitled to set-off claims asserted by the hotel against uncontested or legally effective counter-claims or exercise a right of retention in this respect.

III. Withdrawal/Cancellation by the Customer

- 1.) The customer may only exercise a right to withdraw from the contract he/she concluded for the hiring of the hotel rooms, if this has been agreed upon in writing in the contract. If a possibly existing withdrawal right is not exercised within the agreed deadline it shall lapse upon expiry of the deadline and the contract shall remain in full force, meaning that the customer shall be under the obligation to pay the agreed costs, even if he/she does not use the requested and provided deliveries and services, in particular, the reserved rooms.

In the event that, the customer does not use the reserved rooms, the hotel shall attempt to rent these rooms to another party, thus avoiding cancellation charges. However, if the hotel is unable to further rent these rooms to another party, then the cancelling customer is liable to pay 90% of the calculated room price per night (including or excluding breakfast). The customer may provide proof that a lower percentage rate is appropriate for determining the due expenses.

IV. Withdrawal/Cancellation by the Hotel

1. If and insofar as the customer was granted a written withdrawal right, which is not subjected to any changes, the hotel shall in turn be entitled to a withdrawal right from the contract within the deadline agreed upon for the exercise of this withdrawal right if the hotel has inquires from third parties for the rooms reserved by the customer and the customer does not waive the withdrawal right granted to him/her upon inquiry by the hotel and having been informed by the hotel of the situation.
2. If and insofar as advanced payments have been agreed upon with the customer, and the customer does not pay even within a reasonable additional period granted by the hotel with the threat of rejection, then the hotel shall be entitled at its own discretion to withdraw from the contract or demand damages on the grounds of non-performance. Fig. III. 2.) Shall apply accordingly for the assessment of the damage incurred.
3. The hotel shall furthermore be entitled to withdraw from the contract for any reason justified on its merit in the event that:
 - acts of God or any other circumstances for which the hotel cannot be held responsible make the fulfilment of the contract impossible or unacceptably difficult;
 - the rooms were ordered on the basis of misleading or incorrect information on essential facts, e.g. regarding the customer personally or the reservation purposes;
 - the hotel has reasonable cause to suppose that the use of the hotel's deliveries and services could jeopardise regular hotel operations and/or the security or reputation of the hotel in public opinion, provided that this is not attributable to the hotel's sphere of control or organization;
 - There has been an infringement of Fig. I. 2.).

V. Provision, Delivery and Return of the Rooms

- 1.) Unless otherwise agreed in writing for specific cases the customer shall not have the right to claim the provision of specific rooms within a room category.
- 2.) Reserved rooms shall be available for the customer from 3:00 p.m. on the agreed date of arrival.
- 3.) The hotel's rooms shall be vacated and returned to the hotel no later than 12.00 noon on the agreed date of departure. The hotel may claim compensation for loss of use if the rooms are occupied beyond the above deadline as follows: occupation of the room up to 6:00 p.m. 50% of the regular overnight fee (list price), anytime longer than 6:00 p.m. 100% of the regular overnight fee (list price). The customer shall be entitled to prove to the hotel that the hotel did not incur any loss or a smaller loss. The hotel shall be entitled to prove that a higher loss was incurred.

VI. Flaws, Liability, Statute of Limitation

- 1.) In the event that flaws are found in the deliveries or services provided by the hotel and/or if the services are interrupted, the customer shall immediately- in any case before departure- notify the hotel of these flaws, giving the hotel the possibility to correct them as quickly as possible or to establish the contractual conformity of the deliveries and services. The customer shall be obligated to contribute as much as can be expected and also otherwise act appropriately to keep any damages that might have occurred as small as possible.
- 2.) In the event that the customer uses a parking space in the hotel's garage or on the hotel's parking lot against payment, then this shall be separate from the contract for the rental of rooms, and shall be subjected to a separate contractual relationship with the operator of the parking facility.
- 3.) The hotel shall perform wake-up calls with due diligence. However, damage claims shall be excluded in the event that these are not executed or poorly executed, unless the hotel acted with intent or gross negligence.
- 4.) Messages, mail, and other deliveries for the customer shall be treated with due diligence. The hotel takes responsibility for the delivery, safekeeping and, upon request, forwarding of the above message etc. However, damage claims shall be excluded in the event that these are not executed or poorly executed, unless the hotel acted with intent of gross negligence.
- 5.) In areas not typical of the services it provides, the hotel's liability shall otherwise be limited to flaws caused with intent or gross negligence on the part of the hotel. This shall apply, in particular, to claims arising from promised warranted quality and culpa in contrahendo (c.i.c)
- 6.) Claims made by the customer on the grounds of non-performance or poor performance or any other liability by the hotel shall become statute barred- subject to any possibly shorter statutory periods of limitation- no later than six months beginning with the agreed date of departure as agreed in the contract of room rental.

VII. Final Provisions

- 1.) Modifications and additions to the contract regarding Room Rentals and this list of general Terms and Conditions shall be made in writing to be effective.
- 2.) Place of performance and payment shall be Berchtesgaden, Germany
- 3.) Sole place of jurisdiction including disputes regarding checks and payment bills shall be the court jurisdiction responsible for the place of performance named under Fig. VII. 2.). The jurisdiction of this court is hereby also agreed in all cases for relationships with customers that fulfil the prerequisites of Sec. 38, Paragraph 1, Code of Civil Procedure and/or customers that do not have a general place of jurisdiction in Germany (in the latter case, the hotel shall also be entitled at its discretion to file suit at the customer's general place of jurisdiction abroad).
- 4.) German law shall apply.
- 5.) In the event that individual provisions of the contract regarding the rental of event premises and/or this general list of Terms and Conditions be or become ineffective this shall not affect the validity of the remaining provisions.