

GENERAL TERMS AND CONDITIONS

Scope of Application

- The terms and conditions as detailed here shall apply to all contracts and business relations with Parkhotel Schmid GmbH and its agents (hereafter referred to as "hotel"); they have particular validity for the rental use of hotel rooms for accommodation purposes, as well as the rental provision of conference and event rooms for the execution of events such as conferences, banquets, seminars and events, and for any other services or provisions rendered to our clients by the hotel.
- The subletting or re-letting of provided rooms, as well as their use for other purposes than those agreed upon, is subject to prior, written approval by the hotel.
- Contracting partners (hereafter referred to as "clients") in the scope of these terms and conditions are consumers as well as companies as defined in §§ 13, 14 BGB.

Conclusion of Contract, Contracting Parties

- Contracting parties are the hotel and the client. If a third party places the order on behalf of the client, this party shall be jointly and severally liable together with the customer for all obligations which arise from the contract.
- The contract becomes valid with the acceptance of the client's application by the hotel. The hotel may confirm the order in writing. The client can request a confirmation.
- Optional dates are binding for both contracting parties, and require text form. If the agreed optional date is exceeded in the absence of a written confirmation, the hotel may cancel this option.

Services, Rates, Payment and Complaints

- The hotel is obliged to render those services ordered by the customer and agreed by the hotel.
- The client is obliged to pay any services ordered and called upon at the rate agreed by the hotel. This also applies to any services or expenses by the hotel which were arranged by the client for a third party.
- In the case of conferences and events of any kind, the client is obliged vis-à-vis the hotel to confirm in writing the final services, choice of food and drinks, and number of participants at least 7 seven days prior to the start of the event. These specifications are valid as guaranteed contractual content, and are taken into account correspondingly in the final settlement of the order. Any orders placed after the expiry of this period are charged separately according to the rates valid at the time of order; this applies in particular to drinks, meals, and any increase in the number of rooms or persons.
- If the number of persons differs by more than 10%, the hotel is entitled to re-specify the agreed rates unilaterally and to change the confirmed rooms, unless this would impose an unreasonable burden on the client in the individual case.
- Confirmed rooms are only available to the client at the time agreed in writing. Any further use of the hotel premises which exceeds the agreed period requires the prior written authorization by the hotel. The hotel reserves the right to charge the additional period of use separately.
- Booked rooms are available at the earliest from 2.30 pm on the agreed day of arrival. The client is not entitled to earlier provision.
- On the agreed day of departure, the hotel rooms are to be vacated and made available to the hotel by 11.00 am at the latest. In the case of a late departure, the hotel may charge 50% of the currently valid daily rate for the use of rooms where it exceeds the contractual agreement until 6 pm, after 6 pm it may charge 100%.
- Rates and prices are not commissionable, unless explicitly stated otherwise in the contract.
- All prices are in Euro and are inclusive of value added tax. If a period of 180 days between the conclusion of contract and the provision of services is exceeded, Parkhotel Schmid GmbH reserves the right to modify services or increase prices up to 3%. In the case of an increase in value added taxation, prices are modified accordingly.
- Invoices are payable within 14 calendar days after date of invoice without deductions in cash or by bank transfer. After this period, standard bank default interest rates of 5% above the basic interest rate are charged. In the case of default in payment, the hotel can charge an additional fee of € 5,00 per formal letter of notice.
- The hotel is entitled to request an appropriate advance payment or deposit. In the case that an agreed advance payment is not settled, and especially if the agreed period of payment is exceeded, the hotel reserves the right to withdraw from the contract, and to charge any costs that may have arisen from the termination of the contract.

Withdrawal from Contract on the Part of the Client (Cancellation / Non-use of the Hotel's Services (No Show))

- A client's withdrawal from the contract concluded with the hotel, as well as any reduction in services, require the written form and a written confirmation or agreement by the hotel. In the absence of such confirmation and when the hotel is unable to re-let the rooms at short notice, the rates agreed in the contract are payable even if the client does not use the hotel's services.
- **Single Reservations (up to 4 rooms):** Cancellation is free of charge until 6 pm on the day of arrival. Later cancellations are charged at 80% of the booked services.
- **Group Reservations (from 5 rooms), Conferences & Events:** After the conclusion of the legally binding contract, cancellation is free of charge until 6 weeks prior to arrival.

In the case of cancellation, the following rates apply:

from the 41st day prior to arrival: 40% of the booked services
from the 27th day prior to arrival: 60 % of the booked services
from the 13th day prior to arrival: 80 % of the booked services

A reduction of booked services is possible free of charge as follows:

until 28 days prior to arrival: up to 30% of the booked services
until 14 days prior to arrival: up to 20% of the booked services
until 7 days prior to arrival: up to 10% of the booked services
until 10 am on the day of arrival: up to 5% of the booked services

- The hotel is entitled to agree on deviating cancellation policies in the contract.
- All compensation policies as stated above apply correspondingly when the client does not use the booked services or rooms and fails to notify the hotel in a timely manner (No Show).

Withdrawal from Contract on the Part of the Hotel

The hotel is entitled to pronounce extraordinary withdrawal from contract for objectively justified reasons especially in the event of:

- Failure to pay an agreed advance payment;
- Higher forces or other circumstances beyond the control of the hotel, which make fulfilling the contract impossible;
- Room bookings under misleading or false statements in essential parts of the contract, e.g. where the person of the client or the purpose of the booking is concerned;
- Reasons which justify the assumption on the part of the hotel that receiving the hotel services may lead to a serious disruption of the hotel business, security or public status of the hotel, where this is not within the hotel's power of control or organizational remit.

In case of justified cancellation of the contract on the part of the hotel the customer has no right to damages.

Liability of the Hotel, Time of Limitation

- Under statutory provisions, the hotel is liable for any damages arising from the injury of life, body, health, as well as when a guarantee is assumed on part of the hotel, and in the case of fraudulent concealment of deficiencies. The hotel is only liable for all other damages which arise from simple negligence on part of the hotel, its legal representatives, or other agents, if these damages result from a violation of a fundamental contractual obligation or a material obligation which jeopardizes the purposes of the contract. In these cases, liability is limited to the foreseeable damages typical of the contract. Gross negligence and/or intent are exempt from this.
- The hotel is liable for items brought by the client according to legal requirements, i.e. up to the hundredfold room price, but not exceeding € 3.500,00. For valuables (cash, jewelry, etc.) this liability is limited to € 800,00. The hotel recommends guests to use the provided hotel safe.
- No liability can be accepted for vehicles, objects left in vehicles and live animals.
- In the event of disruptions of deficiencies in the services provided by the hotel, the hotel is to act to remedy such upon immediate complaint by the client. If the client culpably fails to notify the hotel of a deficiency, the client is no longer entitled to a reduction of the contractually agreed price.
- A complaint of obvious deficiencies can only be taken into consideration if it is lodged immediately upon provision of service. Hidden deficiencies which cannot be noticed by the client remain unaffected. Failure to notice such because of gross negligence is exempt from this.
- Claims for damages by the client lapse after a period of two years from the date on which the facts that make the claim plausible become known to the client, and/or, irrespective of this knowledge, at the latest three years after the damaging event. This does not apply to damages resulting from the injury of life, body or health, or to any other damages which arise from an intentional and grossly negligent violation of duties on the part of the hotel, a legal representative, or agent.

Client's Liability

- The client has a duty of care towards all areas and equipment of the hotel. In the event of negligent or intentional damage by the fault of the client or their guests, costs of replacement or repair are charged by the hotel.
- The client has sole liability for objects and materials left behind in those spaces and rooms of the hotel which are open to the public.
- Affixing or installing decorations, adhesive tape, nails etc. on the walls or furnishings of the hotel without written authorization by the hotel management is prohibited. In the case of damage, the costs of repair and/or replacement are charged to the client.
- In the event of exhibitions or presentations of a range of exhibits the hotel is not liable for any damages caused; it is therefore advisable to subscribe any necessary insurance policies.

Other Agreements

- **Copyright:** When marketing an event, the contractual partner is only allowed to use the name and logo of the hotel after prior approval by the hotel.
- **Bringing food and drinks:** Consuming food and drinks that have been brought into the public or booked areas of the hotel is prohibited. In approved exceptional cases, a service or corkage fee is charged.
- **Music events:** The client is solely responsible for settling all formalities involved in independently organized musical performances and acoustic sound with the relevant institutions (e.g. GEMA).
- **Alarm calls** are undertaken by the hotel with the greatest care. Damage claims are excluded, except when pertaining to gross negligence and/or intent.
- **Messages, mail and shipments of goods** are treated with the greatest care. The hotel undertakes the delivery, storage and – if required and against a fee – the forwarding of these items, as well as of lost-and-found items upon request. Damage claims are excluded, except when pertaining to gross negligence and/or intent.
- **Breakfast:** The hotel reserves the right to serve breakfast on table, if there is an occupancy under 10 persons (instead of providing a buffet)
- **Fire Safety:** Any decorative materials and other items which are brought into the hotel must be fully in accordance with fire safety regulations.
- **Fire alarm system:** Clients are obliged to use the provided information material to familiarize themselves with fire safety and existing regulations.

Final Provisions

- Modifications or additions to the contract, as well as ancillary agreements, can only take effect in text form. Unilateral modifications on the part of the client are not valid.
- The hereby defined general terms and conditions are acknowledged as part of the contract upon signing the confirmation of reservation/the contract. Terms and conditions provided by the customer apply only when this has been explicitly agreed upon in a written statement.
- If individual regulations in these general terms and conditions are, or become, invalid or null and void, this does not affect the validity of the other regulations.
- Augsburg is the place of jurisdiction for all contractual parties. Adelsried is the place of fulfilment for all contractual parties.
- These terms and conditions, and the contracts between hotel and client in question, are subject to the legislation of the federal republic of Germany.