

Terms of Service

Kameha Grand Bonn Betriebsgesellschaft mbH - Hotel Accommodation Contract

Scope

- I. These General Terms and Conditions apply to contracts for the leasing of hotel rooms for lodging, as well as all other services and deliveries of the hotel provided to the customer. For group bookings (from 5 rooms per stay) additional conditions apply and a separate contract with the hotel is required.
- II. Only these terms and conditions apply. The hotel does not recognize any conflicting, deviating or supplementary terms and conditions of the customer, unless the hotel has expressly agreed to their validity in writing. These general terms and conditions also apply if the hotel carries out the services to him without reservation, knowing the terms and conditions of the customer.

1. Conclusion, partnership, commitment

- I. The contract is concluded by the acceptance of the customer's request by the hotel. The hotel is free to confirm the room booking in writing.
- II. The subletting or re-letting of the rented rooms and their use for purposes other than accommodation require the prior consent of the hotel.
- III. If a third party makes the booking for the customer, he is liable to the hotel as the purchaser together with the customer as joint debtor. Each purchaser is obliged to pass on all information about the booking and these terms and conditions to the customer. If the customer circumvents the inclusion of these terms and conditions by engaging an booking-agent, they shall nevertheless be deemed agreed.

2. Services, prices, payment, offsetting

- I. The hotel is obliged to keep the room category booked by the customer available and to provide the agreed services.
- II. The customer is obliged to pay for the room rental and the other services used by him respective of the valid prices of the hotel. This also applies to services provided by the customer and expenses of the hotel to third parties.
- III. The hotel may make its consent to a subsequent reduction in the number of booked rooms, the hotel's service or the length of stay of the customer depending on the price of the room (s) and / or the hotel's other services being increased , an amendment agreement must be made in writing.
- IV. The possibility of continuous updating of the prices of the hotel (due, among other things, to an adapted occupancy situation) may result in the hotel's prices differing from the previously booked prices. For the customer, the final price stated at the end of the booking process / contract signing is decisive.
- V. The agreed prices include the respective statutory value added tax. If the VAT rate to be applied to the contractual services increases or decreases after conclusion of the contract, the prices will be adjusted accordingly. The same applies to municipal charges (for example, tourist tax), which are levied on the accommodation.
- VI. Billing takes place in the currency EURO. In the case of payment with foreign means of payment, the exchange rate differences and bank charges shall be borne by the person obliged to pay.
- VII. The bills of the hotel are - unless other terms of payment have been agreed - immediately upon receipt of the invoice, without any deduction payable. The hotel is entitled to make any accrued claims due at any time and to demand immediate payment. With default of payment § 288 BGB applies. The hotel reserves the right to prove higher damages.
- VIII. In justified cases (eg payment arrears of the customer or extension of the contract scope) the hotel is entitled to demand an increase of the advance payment agreed in the contract or an increased security deposit in the amount of the expected accommodation costs.
- IX. The hotel is also entitled to demand a reasonable advance payment or a security deposit from the customer at the beginning and during the stay, if such has not already been provided in accordance with the above provisions. The amount of this advance payment or security deposit is up to the hotel and depends on the available or booked services.
- X. The customer can offset or reduce only with an undisputed or legally enforceable claim against a claim of the hotel.

3. Cancellation of the customer (cancellation, no-show)

- I. A resignation of the customer from the accommodation contract requires the prior written consent of the hotel. Without the consent of the hotel, the customer is obliged to pay 90% of the contractually booked / agreed service incl. VAT in the case of unused rooms.
- II. If an appointment for a free withdrawal from the contract has been agreed between the hotel and the customer, the customer may withdraw from the contract until then, without triggering payment or damage claims of the hotel. The customer's right of withdrawal expires if he does not exercise his right to rescind the hotel by the agreed date.
- III. A no-show of the customer, in relation to the closed accommodation contract, on the booked day of arrival and without the hotel's prior written consent shall be charged at 90% of the contractually pre-booked service including VAT for the entire period of stay. In case of non-appearance by the customer, any claim by the customer for the booked service to the hotel expires.
- IV. Services provided by third parties or special services (in particular goods / services, flowers, entrance tickets) made by the customer, which become useless as a result of the cancellation or can not be otherwise sold, are 100% paid by the customer to the hotel at the contractually agreed prices including VAT.
- V. Other hotel services (in particular booked treatment in the SPA, table reservations at restaurants etc.), which are not perceived as a result of non-compliance by the customer, compared to the cancellation periods communicated by the hotel, are 90% to be paid by the customer to the hotel at the contractually agreed prices incl. VAT.
- VI. In all cases, the customer is free to prove that the above claim has not arisen or not in the required amount.

4. Resignation of the hotel

- I. If a free right of withdrawal of the customer within a certain period has been agreed, the hotel is also entitled during this period to withdraw from the contract, if inquiries from other customers after the contractually booked rooms are available.
- II. If an agreed advance payment or an advance payment requested on the basis of these General Terms and Conditions is not made on time, the hotel is also entitled to withdraw from the contract. In addition, the hotel may claim for damages based on the contractually agreed service to the customer.
- III. The hotel is entitled to terminate the contract for cause with immediate effect especially, if,
 - force majeure or other circumstances for which the hotel is not responsible make fulfillment of the contract impossible (in particular: strike, war, natural disasters, political unrest),
 - Rooms culpably under misleading or false statement of essential contractual facts, eg. the person of the customer or the purpose of his / her stay (for example, unauthorized use without the prior written consent of the hotel, for private / business ceremonies or meetings),
 - the hotel has justified cause to believe that the use of the hotel services can jeopardize the smooth operation of the business, the security or the reputation of the hotel in the public domain, without this being attributable to the domain or organization of the hotel,
 - the purpose or occasion of the stay is unlawful,
 - the hotel is closed,
 - the customer has made the affidavit,
 - The customer violates the provisions of paragraph 5. V. of these General Terms and Conditions,
 - insolvency or settlement proceedings are opened on the assets of the customer.
- IV. As far as the accommodation of the guest in the hotel is not possible for good cause, the hotel is entitled to accommodate the customer in another hotel with comparable DeHoGa standard and on equal terms. Claims of recourse of the customer are excluded in this case.

5. Room preparation, handover and return

- I. The customer acquires no claim to the provision of certain rooms, unless this has been expressly agreed in writing.
- II. Booked rooms are available to the customer from 16:00 on the day of arrival. The customer is not entitled to an earlier provision. Guests arriving prior to 16:00 are entitled to their rooms for a fee of EUR 25.00, subject to availability and written confirmation from the hotel. Alternatively, the guest has the option of accessing the SPA area from 10:00 on the day of arrival for a fee of EUR 19.00 (price per person).
- III. On the agreed departure day, the rooms must be vacated at the latest by 12 noon. Thereafter, the hotel may charge a fee of EUR 25.00 for the additional use of the room up to a maximum of 15:00. If used after 15:00, there will be an additional fee equal to the current room rate of the category used. Alternatively, guests have the option of accessing the SPA area between 12:00 and 18:00 on the day of departure for a fee of EUR 19,00 (price per person). Any further claims for damages of the hotel are reserved.
- IV. The customer can deposit his luggage in the hotel luggage room after check-out until departure (but no longer than 12 hours). Liability of the hotel is excluded. This does not apply to intent or gross negligence.
- V. The subletting or re-letting of the hotel rooms, rooms, surfaces or furnishings as well as the invitation to interviews, commercial purposes, festivities, sales or similar events require the prior consent of the hotel in text form (§ 126b BGB). Section 540 (1) sentence 2 BGB does not apply to commercial transactions.
- VI. The creation of image / video and audio recordings for commercial purposes is only permitted after written consent (filming permit) by the hotel. This use can be limited at any time in space and time and is associated with a motive fee, depending on the hotel service used. The hotel reserves the right to take further legal action in the case of image / video or sound recordings without the hotel's written consent (filming permit).
- VII. For picture / video and audio recordings for private purposes, the hotel reserves the right to prevent the image / video and sound recordings in particular in the event of disruption of regular operation.
- VIII. In case of improper use of the room such as Smoking in designated non-smoking areas or significant excess of normal use, the hotel reserves the right to charge a cleaning fee of EUR 150.00. In general, the hotel reserves the right to charge the customer for the costs actually incurred for special cleaning and, in particular, for the repair / replacement of damaged objects and equipment. The customer is free to prove that the above claim has not arisen or not in the required amount.

6. Liability of the hotel, limitation of actions

- I. The hotel is liable for its obligations under the contract. Customer claims for compensation are excluded. This does not apply to damages resulting from injury to life, limb or health if the hotel is responsible for the breach of duty, other damages that are due to intentional or gross negligent breach of duty of the hotel and damages based on an intentional or negligent breach of contractual obligations of the hotel. A breach of duty of the hotel is equal to that of a legal representative or vicarious agent. Should faults or deficiencies in the services of the hotel occur, the hotel will endeavour, from the knowledge or immediate promptness of the customer, to take remedial action. The immediate elimination of faults can not be guaranteed in any case (in particular due to technical defects which can not be remedied immediately and for which the services of third parties are required). The customer is obliged to contribute to the reasonable end in order to remedy the disruption and to minimize any possible damage, or to temporarily accept reasonable or minor defects. Resulting damages or recourse claims the hotel refuses.
- II. The hotel is not liable if individual technical components such as Internet access, due to force majeure the customer can not be provided.
- III. If, during the booked stay of the customer, events take place in the hotel, by the hotel itself or by third parties and if this results in a perceived noise disturbance for the customer or any other perceived discomfort to the customer, the hotel is excluded, unless legal requirements are met for any Compensation or recourse claims.
- IV. For imported goods, the hotel is liable to the customer in accordance with the statutory provisions. The customer is obligated for the accommodation of valuables, of whatever kind, to use the hotel or room safe. For money, securities and valuables u.a. with a total value of more than EUR 800 or other items with a total value of more than EUR 3,500, the hotel assumes no liability. In this case, the customer is obliged to make a separate storage agreement with the hotel.
- V. Any remaining items of the customer will only be forwarded upon request, risk and costs of the customer. The hotel stores left behind things for up to six months; after that they will be used or destroyed without further notice.

The hotel takes over - on request - and in return for the incurred postage, packaging and administration fees, the costs will be forwarded to the customer.

- VI. Insofar as the customer is provided with a parking space in the hotel garage or on a hotel car park, also for a fee, no custody agreement is concluded. In the case of loss or damage to parked or ranked motor vehicles / motorcycles and the like and their contents on the hotel grounds, the hotel is not liable, except in case of intent or gross negligence.
- VII. Wake-up orders are carried out by the hotel with the utmost care, further liability for damage incurred, of whatever nature, which could be in connection with a wake-up call, is excluded.
- VIII. Messages, mail and merchandise for guests are handled with care. The hotel will take care of the delivery, storage and - on request - in return for the postage, packaging and administrative fees incurred, the costs will be forwarded to the customer.
- IX. All claims against the hotel expire in principle one year from the beginning of the knowledge-dependent, regular limitation period of § 199 paragraph 1 BGB. Claims for damages become statute-barred in five years from the time of the damaging event. The limitation periods do not apply to claims based on intentional or grossly negligent breach of duty by the hotel or its vicarious agents or injury to life, limb or health.

7. Final provision

- I. Changes or additions to these General Terms and Conditions for Accommodation in the Kameha Grand Bonn hotel must be in writing. This also applies to the lifting of the writing requirement. Unilateral changes or additions by the customer are invalid.
- II. Place of fulfillment and payment is Bonn.
- III. Exclusive jurisdiction - also for cheques and foreign exchange disputes- is in the commercial territory of Bonn. If a contracting party fulfills the requirements of § 38 (2) ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction is Bonn.
- IV. It is exclusively German law. The application of the UN sales law and conflict of laws is excluded.
- V. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In addition, the statutory provisions apply.

