

General Terms and Conditions
Hotel Bayerischer Hof B & R Hotelmanagement GmbH & Co. KG

Unless special terms have been agreed by individual contract, the following terms and conditions shall apply.

1. An accommodation agreement shall come into effect:

- a. when the guest physically stays at the hotel without having concluded a formal accommodation agreement
- b. by placing a binding booking for a certain number of hotel rooms for a certain number of guests, whereby the hotel is not required to confirm the booking in writing if the booking is based on a written offer by the hotel and the booking does not deviate from the hotel's offer
- c. Contractual partners are the hotel and the customer. If a third party has made the reservation on behalf of the customer, this party shall be liable vis-à-vis the Hotel jointly and severally with the customer for all obligations resulting from the contract if the Hotel is in possession of a corresponding declaration given by the ordering party.

The hotel's obligation to adhere to the booking confirmation shall not apply if a required deposit fails to be paid within the stipulated period. Notwithstanding this, the booking is binding for both parties. The contract may only be cancelled where the hotel's management provides written confirmation of this. In the event that the guest does not use the booked services, the terms of cancellation stipulated under Clause 3) shall apply.

2. Availability of reserved rooms

On certain reserved rooms consists no claim, only on the booked/confirmed room category. The assignment is funded by the hotel. Reserved rooms will be available to the guest from 3 p.m. on the date of arrival until 12 p.m. on the date of departure. Unless an alternative arrival time has been expressly agreed, the hotel reserves the right to re-allocate hotel rooms that have been booked but not occupied by 6 p.m. on the date of arrival as part of the hotel's obligation to limit the extent of its losses.

3. Cancellation terms

Unless special terms of cancellation have been agreed by individual contract – most notably for conferences, meetings, incentives and events – the following terms and conditions shall apply for cancellation of reserved rooms / non arrival / early departure / services, whereby the deadlines are to be calculated from the date on which the notice of cancellation reaches the hotel: A cancellation / changes must be made in writing.

3.1 General:

- a. Cancellation up to two (2) days prior to the agreed day of arrival: no cancellation fee will be charged
- b. Non-arrival, early departure and cancellation within two (2) days prior to the agreed day of arrival: 90% of the agreed rates

3.2 Stays during trade fairs / exhibitions (deviating from 3.1):

- a. Cancellation during trade fairs / exhibitions up to ten (10) days prior to the agreed day of arrival: no cancellation fee will be charged
- b. Non-arrival, early departure and cancellation within ten (10) days prior to the day of arrival: 90 % of the agreed rates

3.3 Conferences / meetings / incentives / events

- a. The customer shall be entitled to cancel the activity up to forty five (45) days prior to the agreed day of the activity without any charges
- b. In case of cancellation within the deadline of 44 days, the hotel can claim an adequate compensation as follows:
 - aa. Cancellation during the period of 44 and 30 days prior to the activity: 35 % of the agreed rate for the activity, especially for rooms, accommodation and the provision of food and beverages.
 - bb. Cancellation during the period of 29 and 15 days prior to the activity: 70 % of the agreed rate for the activity, especially for rooms, accommodation and the provision of food and beverages.
 - cc. Cancellation during the period of 14 and 0 days prior to the activity: 90 % of the agreed rate for the activity, especially for rooms, accommodation and the provision of food and beverages.The agreed rate depends on the number of participants. If no price had yet been agreed for food and beverage, a flat rate will be based on the lowest-priced 3-course menu for the activity in question. The customer shall be entitled to prove that the hotel has not suffered any loss or that the loss incurred is lower than the claimed flat rate.

The customer may change the number of participants no later than eight (8) days prior to the activity without any charges. The original number of participants cannot be reduced by more than 10 %. If the customer reduces the number of participants within seven (7) days prior to the activity, the hotel reserves the right to charge a flat rate of at least 50 % of the cancelled sales volume. All changes must be made in writing.

Within the bounds of its obligation to limit the extent of its losses, the hotel will endeavour to re-allocate cancelled rooms / services to other guests. If the rooms cannot be re-allocated, the hotel may charge a lump-sum cancellation fee according to the terms of cancellation stipulated under Clause 3.1 to 3.3. The customer shall be entitled to prove that the existing claim did not arise or not at the level demanded.

4. Overbooking of individual guests

Should the hotel accidentally overbook its rooms, it shall be entitled to assign the customer to a room of at least comparable quality in a comparable hotel in the near vicinity under the same conditions. In such an instance, the customer shall be entitled to terminate the accommodation agreement on exceptional grounds and without incurring a penalty. This does not apply to parties / conferences / events.

5. Terms of payment

All of the rates communicated by the hotel are gross prices calculated in euros per person and include the statutory rate of value-added tax valid at the time of performance.

In case the period between conclusion and performance of the contract exceeds four months and if the prices usually charged by the hotel for such services have increased, the hotel may increase the contractually agreed price adequately, but by no more than 10 %.

Deposits must be paid within the deadline stipulated in the request for payment (e.g. confirmation of reservation). The balance is to be paid to the hotel's business account at the latest on arrival/start of event. The hotel is entitled to refuse to accommodate a guest if the accommodation expenses stated in the order are not paid in advance and/or payment is not secured by credit card or by another comparable form of security presented to the hotel.

Should the guest be staying for an extended period of time, all of the guest's costs are to be settled in the form of payment on a weekly basis. Food and beverage expenses are payable immediately after the service has been provided. In addition to cash payments and bank transfers, the following forms of payment are accepted: Visa-, MasterCard, JBC and American Express credit cards and Maestro EC cards. Cheques will not be accepted as a means of payment.

Should the hotel allow the guest credit – which may only occur upon special agreement – all of the hotel bills shall be payable net within ten (10) days of the date of invoice. Payments not made by the due date are deemed to be overdue and subject to a fixed amount of interest on arrears of EUR 25.00 for invoices amounting to up to EUR 2,500.00, and an additional fixed fee of EUR 5.00 for every further EUR 500.00 above this invoice amount. Payments still outstanding after a second reminder has been issued shall be subject to interest on arrears amounting to 5% above the base lending rate for consumers (Sect. 13 of the German Civil Code [BGB]) and, for companies (Sect. 14 of the BGB), 8% above the base lending rate (Sect. 288, para. 1 and Sect. 2 BGB).

6. Termination of the accommodation agreement without notice

Notwithstanding its payment and any other claims, the hotel shall be entitled to terminate the accommodation agreement without notice and to ask the guest to leave the hotel immediately if

- a. the guest persistently disturbs other guests through his / her behaviour in spite of being warned by the hotel to meet his / her obligations
- b. the guest endangers the safety of the hotel, its personnel and other guests through his / her conduct, whereby no prior warning needs to be issued
- c. It becomes impossible for the hotel to perform its service obligations due to circumstances beyond the control of the hotel. In such an instance, the hotel shall have no recourse to any counterclaims.

In all other respects, the right to terminate the contract for cause, as provided for in the statutory conditions, shall remain effective.

7. Hotel liability pursuant to § 701 ff German Civil Code (BGB)

Pursuant to the statutory regulations, the hotel shall be liable for items brought into the hotel by the guest under the following conditions:

Immediate notification of the hotel in terms of § 703 German Civil Code (BGB) must occur no later than at the time the guest checks out. Pursuant to § 702 of the BGB, the hotel's liability for items and valuables brought in by the guest shall be limited to a sum which is 100 times the accommodation rate for one day, but no less than 600 euros and no more than 3,500.00 euros; with respect to cash, securities and valuables, the sum of 800.00 euros maximum shall be paid in lieu of the sum of 3,500.00 euros. To the extent that the hotel should take custody of any cash, securities, valuables or other items of value within the bounds of its obligations pursuant to § 702 II of the BGB, its liability shall be limited to the maximum amounts mentioned above unless the loss, damage or destruction thereof is due to an act of wilful intent or gross negligence on the part of hotel staff.

8. External services

At no time shall the hotel be deemed a tour operator within the meaning of Sect. 651a of the German Civil Code [BGB]. No liability shall be accepted for services not performed by the hotel or its staff, even if the service was procured by the hotel or its staff. However, the hotel shall be obliged to furnish the guest with all details required for the guest to assert any potential claims.

9. These General Terms and Conditions

shall form an integral part of the contract by means of:

- a. the provision of accommodation for the guest without having concluded a formal agreement; laying them out at Reception and handing them over as part of the check-in procedure
- b. written orders by attaching and referring to them in any offers submitted by the hotel; by means of written orders not preceded by an offer by attaching and referring to them in the hotel's letter of confirmation

10. Special provisions for parties

- a. (Definition)
The following provisions apply to parties comprising at least twelve (12) people who arrive as a group and depart on the same day and book an identical arrangement / package.
- b. (Rates) The rates communicated (by the provider of the accommodation/event organizer) are gross rates per person and include the rate of value-added tax valid at the time of performance.
- c. (Terms of payment) The hotel is only obliged to honour a reservation if minimum 60 % deposit is credited to the hotel's business account no later than forty five (45) days prior to the arrival / start of the event. In the case of parties, the total price for accommodation and entertainment / catering services not covered by the deposit must be paid at the latest on provision of the services.
- d. (Terms of cancellation) The general terms of cancellation stipulated in Clause 3.3 shall apply unless other terms of cancellation are mutually agreed by the respective parties.
- e. (List of names and catering) The party organizer shall furnish the hotel with a list of names of the arriving guests or those attending the event no later than two (2) weeks prior to arrival/start of the event. Provided that the items on the menu have not been determined and the price thereof calculated at the time of order, any special requests – especially those relating to certain diets – must also be made known to the hotel two (2) weeks prior to arrival. Wherever possible, the hotel shall take such requests into account.
- f. (Other provisions)
 - a. With respect to parties, the hotel shall not be liable for external services, i.e. services rendered by external providers, even if the hotel was involved in arranging for such services. The hotel shall,

however, assist the organizer in pursuing any claims against providers of external services inasmuch that it shall furnish the organizer with the required information.

- b. The rooms shall be available from 3 p.m. on the day of arrival until 12 p.m. on the day of departure.
- c. All reservations, amendments and cancellations must be made in writing. The parties to the contract undertake not to disclose to third parties any and all information obtained relating to correspondence preceding and subsequent to the reservation.

11. (Place of jurisdiction)

To the extent that a place of jurisdiction is permissible under the statutory provisions, the courts with jurisdiction over the registered office of the hotel shall be responsible for all claims relating to the accommodation contract.

Last revised: November 2009