



General Terms and Conditions of Business for Hotel Rooms
Albrechtshof-Hotels Berlin and Luther-Hotel Wittenberg

1. Scope

1.1 These Terms and Conditions apply to agreements for the rental provision of hotel rooms for accommodation purposes and to all associated goods and services provided to the customer by the hotel.

1.2 Subletting of the rented rooms and their use for purposes other than accommodation shall require the prior written consent of the hotel.

1.3 The customer's Terms and Conditions shall apply only if agreed upon beforehand.

2. Conclusion of Contract, Contracting Parties, Liability, Limitation of Actions

2.1 The contract shall assume validity once the customer's request is accepted by the hotel. The latter shall be at liberty to confirm a room booking in writing.

2.2 The contractual parties shall be the hotel and the customer. If a third party has ordered for the customer, said third party shall be liable to the hotel together with the customer as the co-debtor for all obligations from the hotel accommodation agreement provided that the hotel is in possession of a declaration of the third party.

2.3 The hotel shall be liable for its obligations from the agreement. For all occurrences beyond the services typically to be rendered, said liability shall be limited to cases of intent and gross negligence on the part of the hotel.

2.4 The statutory period of limitation for claims made by the customer is 6 months.

2.5 This limitation of liability and short period of limitation shall apply in favour of the hotel including the breach of obligation in terms of contract negotiations and positive breach of contract.

3. Services, Prices, Payment and Offset

3.1 The hotel commits to provide the hotel rooms and other agreed services ordered by the customer.

3.2 The customer commits to pay the prior to the stay agreed or else prevailing prices for the hotel room and other goods and services made use of. This shall also apply to goods and services used by those accommodated in the hotel on the basis of this agreement and/or in connection with the contractually agreed accommodation of guests, visitors etc. of those accommodated.

3.3 The agreed prices include the statutory value-added tax. Should the period between conclusion and fulfilment of the agreement exceed four months and should the statutory value-added tax change within that period, then the prices shall be adjusted accordingly; not exceeding a 10% increase.

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3.4 Moreover, the hotel may change prices if the customer wishes to make changes in the number of reserved rooms, the hotel's services, or the length of the guests' stay and the hotel consents to such changes.

3.5 Invoices without a due date issued by the hotel shall be due and payable without deduction within ten days of receipt.

The hotel is entitled to declare at any time its accrued receivables to be due and to demand immediate payment thereof.

In the event of default in payment, the hotel shall be entitled to charge consumers interests in the amount of 4% above the base rate or the relevant successor rate of the European Central Bank. The customer shall retain the right to prove lower, the hotel to prove a higher damage. A charge of 10.00 € per payment reminder is raised after the occurrence of default.

3.6 The hotel is entitled to demand an appropriate advance payment, deposit or amount for security on completion of the contract or thereafter taking into account legal regulations for package tours. The amount of the advance payment as well as payment deadlines shall be stipulated in writing in the contract.

3.7 The customer may only set uncontested or final counterclaims off against claims of the hotel or exert a right of retention in this respect.

4. Rescission / Cancellation by the Customer

4.1 A cancellation of contract on the part of the customer requires the hotel's written consent. If any right of cancellation granted has not been exerted within the term agreed, then the right shall have become extinct on expiry of the term and the agreement shall remain in full force with the consequence that the customer must pay the agreed consideration even if the client does not avail of the contractual services. This does not apply in cases of delayed performance by the hotel or of impossibility of performance for which the hotel is at fault.

4.2 If a date for cancellation of the agreement has been agreed upon in writing by the hotel and the customer, the latter may rescind the contract until the agreed date without giving rise to payment or damage claims on the part of the hotel.

The customer's right of rescission expires if he does not exercise his rescission right in writing vis-à-vis the hotel until the agreed date, to the extent there is no delay in performance by the hotel or impossibility of performance for which the hotel is at fault.

4.3 If and to the extent the customer does not use reserved rooms, the hotel shall take into account the revenue from the letting of such rooms and any expenses saved.

4.4 The hotel shall be at liberty to request the fee agreed upon under the agreement and to apply a flat rate deduction for expenses saved. In such an event, the customer shall be obliged to pay at least 80% of the contractually agreed price for accommodation with or without breakfast, 70% for half board and 60% for full board agreements. The customer is at liberty to show that no damages were incurred or that the damages incurred by the hotel were lower than the lump sum charged.

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5. Rescission by the Hotel

5.1 Provided that for the customer a right of cost-free cancellation within a certain period was agreed in writing, the hotel is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission upon inquiry thereof by the hotel.

5.2

If an agreed to advance payment has not been effected even after the expiration of an appropriate extension set by the hotel while threatening rejection, the hotel shall also be entitled to withdraw from the agreement.

5.3 Furthermore, the hotel shall be entitled to rescind the agreement for substantially justified reasons, e.g. if:

- a force majeure of any kind or other circumstances for which the hotel cannot be held responsible make it impossible or unreasonably difficult for the hotel to fulfil the agreement;
- rooms are booked stating misleading or false information regarding material facts, e.g. the identity of the customer or the intended use of the room;
- the hotel has justified cause to assume that the use of the hotel's goods and services may endanger its smooth business operations, security or public image; without such matters being attributable to the Hotel's power of control or organisation;
- scope I.2 has been violated.

5.4 In the event of exercising its right to withdraw, the hotel is to inform the customer immediately.

5.5 In the case of justified termination on the part of the hotel, the customer is not entitled to compensation.

6. Provision, Handover and Return of Rooms

6.1 The customer is not entitled to the provision of certain specific rooms.

6.2 On the day of arrival, firmly booked rooms shall be available to the customer from 2 pm in Berlin and from 3 pm in Wittenberg. The customer is not entitled to earlier provision.

6.3 The rooms of the Berlin hotels shall be vacated by 11 am and the rooms of the Luther-Hotel shall be vacated by 10 am at the latest on the date of departure agreed upon. Thereafter, the hotel shall be entitled to charge the following for loss of use if the rooms are not vacated: up to 6 pm 50% of the regular room price (list price), from 6 pm onwards 100% of the regular room price (list price). The customer however retains the right to prove in particular that the hotel did not suffer any loss at all or suffered only a significantly lower loss.

7. Defects, Liability, Limitation of Actions

7.1 The hotel shall fulfil its contractual obligations with the due diligence of a prudent businessman. However, in areas not related to the provision of typical services, this liability shall be restricted to inadequate service, damage, consequential damage or faults that are to be attributed to deliberate intent or gross negligence on the part of the hotel.



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The Hotel will endeavour to remedy any disruptions to or faults in the services it provides as soon as it becomes aware of them or on the customer's prompt complaint. The client is obliged to contribute to a reasonable degree to amend the disruption and minimise the damage.

7.2 The hotel is liable to the customer for property brought in to the hotel in accordance with the statutory provisions, i.e. up to one hundred times the room rate, not to exceed the amount of € 3,067.75 € and for cash, securities and other valuables not exceeding the amount of € 766.94€.

Money, securities and objects of value being deposited in the hotel safe and/or room safe are insured up to a maximum amount of 2,556.46 €.

Hence, the Albrechtshof Hotels recommend their customers to make use of this facility. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction, or damage (§ 703 German Civil Code).

7.3 With regard to more extensive liability of the hotel, legal requirements shall apply respectively.

7.4 Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. Should there be any theft or damage of any vehicle parked on the hotel's property or of the contents thereof, the hotel shall not be liable except in the case of deliberate or gross negligence. This also applies in the case of action by vicarious agents.

7.5 Wake-up services are to be performed by the hotel with the greatest care. Claims for damages are excluded, except in cases of gross negligence or wilful intent.

7.6 Messages, mail and parcels for customer are to be handled with due diligence. The hotel will take care of delivery, storage and – if expressly desired – forwarding of same in return for a fee. Claims to compensation for damage shall be ruled out excepting for intent or gross negligence.

8. Final Provisions

8.1 Any amendments or additions to either the accommodation agreement, booking order acceptance, or to the General Terms and Conditions need to be made in written form in order to be valid. Unilateral changes or additions made by the guest do not apply.

8.2 Place of performance and of payment is the registered office of the hotel.

8.3 The hotel's headquarters is venue of exclusive jurisdiction for commercial transactions including claims filed with regard to cheques and bills of exchange.

8.4 German law shall apply.

8.5 Should separate provisions of this agreement or of these General Terms and Conditions be or become ineffective or impracticable in full or in part, the validity or practicability of the remaining provisions of this agreement or these conditions are not affected thereby. In all other respects statutory provisions shall apply.

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