

General Business Terms and Conditions (GTC) for HR Group/ Hotel Accommodation Contracts

HR Group includes HRG Hospitality B.V. & Co. KG, Hauptstr. 66, 12159 Berlin and its subsidiaries and affiliated companies.

“HR Group” in these GTC means the respective company of the group with which the customer establishes a contractual relationship by booking the respective hotel.

1 SCOPE OF APPLICATION

- 1.1 These GTC apply to contracts on the provision for rental use of hotel rooms for lodging and to all other services and supplies provided by the hotel to the customer in this context (Hotel Contract). They do not apply to package travel (“Pauschalreisen”) within the meaning of Section 651a German Civil Code (BGB). The term “Hotel Contract” includes and replaces the following terms: lodging, guest accommodation, hotel and hotel room contract. For the purposes of GTC, the term “Hotel!” refers to all hotels, longstay apartments or serviced apartments which are operated by companies that belong to the HR Group. An overview of all Hotels operated by HR Group is available here: <https://www.hrg-hotels.com/Destinationen>.
- 1.2 The sub-letting or re-letting of the rooms provided for use and the use thereof for any purposes other than those of lodging is subject to the prior consent of HR Group in text form, whereby the right of the Customer to terminate pursuant to Section 540 (1) sentence 2 of the German Civil Code (BGB) is excluded.
- 1.3 GTC of the customer shall only be applicable if this has been expressly agreed in text form.
- 1.4 The term “Customer” as used in these terms and conditions applies to both consumers (“Verbraucher”) and trader (“Unternehmer”) as defined in Sections 13 and 14 of the German Civil Code (BGB) with which HR Group establishes a contractual relationship.

2 CONCLUDING THE CONTRACT, CONTRACTING PARTIES

- 2.1 The Hotel Contract is concluded upon the acceptance of the Customer’s offer by HR Group. If the HR Group makes a binding offer to the Customer, the Hotel Contract is concluded upon the Customer’s acceptance of HR Group’s offer. The booking is to be confirmed in text form by HR Group. If the booking is made via the respective hotel’s own web page, the Hotel Contract is concluded by clicking the button “COMPLETE BOOKING” or “CONFIRM BOOKING” confirming the reservation and the Customer’s obligation to pay.
- 2.2 The contractual partners are HR Group and the Customer. If a third party makes the booking on behalf of the Customer, the third party and the Customer are jointly and severally liable for all obligations under the Hotel Contract toward HR Group. In any case, each person making a booking is obliged to provide the Customer/guest with all relevant booking information, including these GTC.

3 SERVICES, PRICES, PAYMENT, OFF-SET

- 3.1 HR Group is obliged to keep the rooms reserved by the customer available and to render the services agreed. The HR Group is obliged to provide the customer with alternative rooms in the hotel or in another equivalent alternative hotel if the rooms are not provided (overbooking).
- 3.2 The Customer is obligated to pay the agreed or applicable prices of the Hotel for the rooms rental and any additional services utilized by the customer. This also applies to services commissioned by the Customer, either directly or through the Hotel or HR Group, respectively, which are provided by third parties and advanced by the Hotel or HR Group, respectively.
- 3.3 The agreed prices include the taxes and local charges applicable at the time of the conclusion of the contract. Furthermore, the agreed prices include the applicable statutory accommodation tax. If the accommodation tax included in the prices increases due to statutory provisions, the hotel is entitled to adjust the agreed prices accordingly without the customer’s separate prior consent. Local charges that the Customer is personally liable for under the applicable municipal law, such as visitor’s tax, bed or town tax or similar are not included.
- 3.4 In the event of a change in the statutory value-added tax or the introduction, modification, or abolition of local charges on the subject matter of the services after the conclusion of the Hotel Contract, the prices will be adjusted accordingly. For contracts with consumers, this only applies if the period between the conclusion of the contract and the performance of the contract exceeds four months.
- 3.5 If payment by invoice has been agreed, payment shall be made within ten (10) days of receipt of the invoice without any deductions, unless otherwise agreed. HR Group may demand immediate payment of due claims from the Customer at any time. The Customer will be in default at the latest if he/she does not make payment within 30 days of the due date and receipt of an invoice; this applies to a guest who is a consumer only if he has been specifically informed of these consequences in the invoice. HR Group may charge a reminder fee of €5.00 for each reminder issued after the default has occurred.

- 3.6 HR Group is entitled to demand a reasonable advance payment or security deposit, such as a credit card guarantee, from the customer upon conclusion of the Hotel Contract. The amount of the advance payment and the payment dates may be agreed in text form in the Hotel Contract. In the event of the customer’s payment default, the statutory provisions shall apply.

- 3.7 In justified cases, such as the Customer’s payment default or an extension of the contractual scope, HR Group is entitled, even after conclusion of the Hotel Contract and up to the commencement of the stay, to demand an advance payment or security deposit within the meaning of the above Clause 3.5 or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

- 3.8 Furthermore, the Hotel is entitled to demand a reasonable advance payment or security deposit within the meaning of the above Clause 3.5 from the customer at the beginning and during the stay for existing and future claims arising from the contract, provided such payment has not already been made in accordance with the above Clause 3.5 and/or Clause 3.6.

- 3.9 The customer may only set off or offset a claim of the Hotel with an undisputed or legally binding claim or exercise rights of retention if her/she has an undisputed or legally binding claim.

- 3.10 The customer agrees that the invoice may be sent to him electronically.

4 WITHDRAWAL / TERMINATION (“CANCELLATION”) BY THE CUSTOMER / NO USE OF THE HOTEL SERVICES (“NO SHOW”)

- 4.1 A unilateral termination of the Hotel Contract by the Customer is only possible if a right of withdrawal has been expressly agreed in the Hotel Contract, these terms and conditions or if there is a statutory right of withdrawal or termination. The agreement on a right of withdrawal and any consent to cancel the contract must always be made in text form.

- 4.2 If HR Group and the Customer have agreed on a term for withdrawal from the Hotel Contract free of charge (option), the Customer may withdraw from the contract by that date without triggering payment or damage compensation claims by HR Group. The Customer’s right of withdrawal expires if he/she does not exercise it in text form by the agreed date.

- 4.3 If a right of withdrawal has not been agreed or has already expired and there is also no statutory right of withdrawal or termination, the Hotel retains the claim to the agreed remuneration despite non-utilization of the service. HR Group shall offset the income from renting the rooms to other parties as well as the saved expenses. If the rooms are not rented to other parties, the Hotel may make a lump-sum deduction for saved expenses. In this case, the Customer is obligated to pay 90% of the contractually agreed price for overnight stays with or without breakfast and for package arrangements with third-party services, 70% for half-board, and 60% for full-board arrangements. The Customer is free to prove that the aforementioned claim did not arise or did not arise in the required amount.

- 4.4 If HR Group calculates the compensation specifically, the amount of the compensation shall not exceed the contractually agreed price for the services to be provided by HR Group, less the value of the expenses saved by HR Group and the earnings acquired by renting the hotel services elsewhere.

- 4.5 The above provisions regarding compensation apply accordingly if the Customer does not use the booked rooms or booked services without timely notification, at least 48 hours in advance (no show).

- 4.6 HR Group is entitled to invoice the agreed remuneration minus the lump-sum saved expenses to the guest and to retain it from the advance payment or deposit/security deposit, insofar as such payment has been made.

5 WITHDRAWAL BY HR GROUP

- 5.1 If it has been agreed that the Customer may withdraw from the Hotel Contract within a certain period of time free of charge, HR Group is likewise entitled to withdraw from the Hotel Contract during such period if there are inquiries from other customers for the contractually booked rooms under the Hotel Contract and the Customer does not waive his/her right to withdraw from the Hotel Contract upon request by HR Group with a period of two (2) weeks. This also applies if an option according to Clause 4.2 has been granted, and if there are other inquiries for the contractually booked rooms and the Customer is not willing to make a binding booking upon request by HR Group with a deadline of two (2) weeks.

- 5.2 If an agreed or requested advance payment or security deposit as per Clauses 3.6 and/or 3.7 is not made even after a reasonable grace period set by HR Group has expired, HR Group is also entitled to withdraw from the Hotel Contract.

- 5.3 Furthermore, HR Group is entitled to withdraw from the Hotel Contract or other services and deliveries booked in this context for objectively justified reason, in particular if:

- force majeure or other circumstances beyond HR Group’s control make it impossible for HR Group to fulfill the Hotel Contract;

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- rooms or premises are booked by the Customer with misleading or false information or by concealing essential facts; essential can be the identity of the Customer, the solvency, or the purpose of stay;
 - HR Group has justified reason to believe that the utilization of the services by the Customer might endanger the smooth operation of the business, the safety, or the reputation of the Hotel and / or HR Group in public without this being attributable to the Hotel's or HR Group's sphere of control or organization;
 - HR Group has justified reason to believe that the purpose or occasion of the stay might be illegal;
 - there is a violation of Clause 1.2 mentioned above;
 - HR Group has issued a house ban to the Customer (or to the Customer's accompanying persons);
 - HR Group becomes aware of circumstances indicating that the Customer's financial situation has significantly deteriorated after the Hotel Contract was concluded, especially if the customer does not settle due claims of HR Group or does not provide sufficient security and thus payment claims of HR Group appear endangered;
 - the Customer files for the opening of insolvency proceedings over his/her assets, makes a declaration in accordance with Section 802c of the Code of Civil Procedure (ZPO), initiates an out-of-court procedure for debt settlement, or suspends payments;
 - insolvency proceedings are opened over the Customer's assets or the opening is denied due to lack of assets.
- 5.4 The justified withdrawal by HR Group does not constitute any claim for damages by the Customer. If, in the case of withdrawal according to Clauses 5.2 or 5.3, a claim for damages by HR Group against the Customer exists, HR Group can require a lump sum payment. Clause 4.3 applies accordingly in this case.
- 5.5 The right of the parties to terminate for cause (aus wichtigem Grund) remains unaffected.
- 6 PROVISION OF THE ROOMS, HANDOVER AND RETURN**
- 6.1 The Customer does not acquire a claim to the provision of specific rooms unless this has been expressly agreed in text form.
- 6.2 Booked rooms are available to the Customer from 3:00 PM on the agreed arrival date. The Customer has no claim to earlier availability.
- 6.3 Booked and not guaranteed rooms must be claimed by the Customer by 6:00 PM on the agreed arrival date. Unless a later arrival time has been expressly agreed, HR Group has the right to allocate booked rooms to other guests after 6:00 PM without the Customer deriving any claims for compensation. In this respect, HR Group has a right of withdrawal.
- 6.4 On the agreed departure date, the rooms shall be vacated and made available to HR Group no later than noon. Afterwards, HR Group may charge 50% of the full accommodation price (list price) for the additional use of the rooms on the departure date until 6:00 PM, and 100% from 6:00 PM onwards on the departure date. Contractual claims of the Customer are not established hereby. The Customer may prove that HR Group has no or a significantly lower claim to compensation for use. In addition, the HR Group reserves the right to prove and assert higher damages.
- 7 LIABILITY OF THE HOTELS**
- 7.1 HR Group is liable for damages - irrespective of the legal grounds - for which it is responsible in cases of intent and gross negligence. In the event of simple negligence, HR Group shall only be liable, subject to statutory limitations of liability (e.g. care in its own affairs; insignificant breach of duty), for (i) damages arising from injury to life, body, or health, and (ii) for damages arising from the breach of material contractual obligations (material contractual obligations are those obligations that enable the proper execution of the contract and on the fulfillment of which the customer relies and may rely. In the event of a breach of material contractual obligations, however, the liability of HR Group is limited to compensation for foreseeable, typically occurring damage. Further claims for damages are excluded unless otherwise provided in this Clause 7.
- 7.2 The limitations of liability resulting from Clause 7.1 also apply to third parties and in the event of breaches of duty by persons (including in their favor) for whose fault the HR Group is responsible in accordance with statutory provisions. They do not apply if a defect has been fraudulently concealed.
- 7.3 If disruptions or deficiencies occur in the services of HR Group that are to be performed according to the Hotel Contract, HR Group will endeavor to remedy the situation upon gaining knowledge or upon immediate complaint by the customer. The customer is obligated to contribute what is reasonable to him to remedy the disruption and to keep any possible damage to a minimum.
- 7.4 For items brought in by the Customer in the Hotel, HR Group is liable to the customer according to the statutory provisions. HR Group recommends the use of the hotel- or room safe. If the Customer wishes to bring in money, securities, and/or valuables with a value of more than €800 or other items with a value of more than €3,500, this requires a separate storage agreement with the Hotel.
- 7.5 If the customer is provided with a parking space in the hotel garage or on the hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. In the event of loss or damage to vehicles parked or maneuvered on the hotel property and their contents, the Hotel is only liable according to the provisions of Clause 7.1.
- 7.6 HR Group can, by prior arrangement with the Customer, accept, store, and – on request – forward mail and goods for a fee. HR Group is only liable according to the provisions of Clause 7.1.
- 7.7 Messages, mail, and merchandise for guests will be handled with care. HR Group will take care of the delivery, storage, and – upon request – forwarding of the same for a fee of 5 Euro service fee plus postage costs for shipping and on request also for lost property. The limitation of liability according to Clause 7.1 applies accordingly. HR Group is entitled, after a storage period of one month at the latest, to charge a reasonable fee and to hand over the above-mentioned items only against payment of the fee.
- 7.8 Items left behind by the Customer or his/her accompanying persons will only be forwarded at the request, risk and expense of the Customer. HR Group shall store items left behind for six months. After this time, HR Group acquires ownership of the item if the entitled party has neither become known nor the entitled party has registered its right.
- 7.9 Insofar as third-party companies present their services to the customer, they do so in their own name and for their own account. The hotel shall only be liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it shall be liable for other damages which are based on an intentional or grossly negligent breach of duty on the part of the hotel or on an intentional or negligent breach of duties of the hotel which are typical for the contract. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages are excluded, unless otherwise stipulated below.
- 8 TIME LIMITATION**
- 8.1 All claims of the Customer against HR Group shall generally become time-barred after one (1) year from the commencement of the regular statute of limitations period dependent on knowledge, as defined in Section 199 (1) of the German Civil Code (BGB). Claims for damages against HR Group, however, shall become time-barred, dependent on knowledge, no later than two (2) years, and independent of knowledge, no later than ten (10) years from the breach of duty. This also applies to claims by third parties who make a booking for the Customer in accordance with Section 2.2.
- 8.2 The shortened limitation periods in Clause 8.1 do not apply to liability for damages resulting from injury to life, limb or health or for other damages caused by an intentional or grossly negligent breach of duty by HR Group, a legal representative or vicarious agent of HR Group. In case of negligently caused property damage and financial loss, the shortened limitation periods shall not apply in the event of a breach of a material contractual obligation within the meaning of Clause 7.1.
- 9 FINAL PROVISIONS**
- 9.1 Amendments and supplements to the contract, the acceptance of the application, or these GTC shall be made in text form. Unilateral changes or additions are invalid.
- 9.2 The place of performance and payment is the registered office of the respective Hotel.
- 9.3 If the customer is a trader ("*Unternehmer*") or a legal entity under public law, the exclusive place of jurisdiction is Berlin. HR Group may also choose to sue the Customer at the Customer's place of business. The same applies to Customers who do not fall under sentence 1 if they have their registered office or residence in a non-EU member state.
- 9.4 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and international private law is excluded.
- 9.5 In accordance with the statutory obligation, the Hotel points out that the European Union has established an online platform for out-of-court settlement of consumer disputes ("OS Platform"):
<http://ec.europa.eu/consumers/odr/>
The Hotel does not participate in dispute resolution procedures before consumer arbitration boards.
- 9.6 Should individually provisions of these terms & conditions for the hotel accommodation contract be or become invalid, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.