

TERMS AND CONDITIONS FOR HAUS DELECKE

General terms and conditions for the
Hotel Accommodation Contract

1 SCOPE OF APPLICATION

1.1 These terms and conditions apply to contracts concerning the provision of hotel rooms for rent for the purpose of accommodation and any further services and deliveries provided for the customer in this context by the hotel Haus Delecke (hotel accommodation contract). The term "Hotel Accommodation Contract" comprises and replaces the following terms: Accommodation contract, guest accommodation contract, hotel contract, hotel room contract.

1.2 Subletting or further letting of the provided rooms and their use for any other purposes than that of accommodation shall require the hotel's advance consent in text form. The second sentence of Section 540 (1) of the German Civil Code (Bürgerliches Gesetzbuch) is excluded unless the customer is a consumer.

1.3 General terms and conditions of the customer shall only apply if this has been explicitly agreed in writing beforehand.

2 CONCLUSION OF THE CONTRACT, CONTRACTING PARTNERS, EXPIRATION

2.1 The contracting partners shall be the hotel and the customer. The contract shall be concluded by acceptance of the customer's request by the hotel. The hotel is free to confirm booking of the room in text form.

2.2 Any claims against the hotel shall generally expire one year after the

statutory commencement of prescription. This shall not apply to any damages claims and any claims that are based on wilful or grossly negligent breach of obligations by the hotel.

3. SERVICES, PRICES, PAYMENT, OFFSETTING

3.1 The hotel is obligated keep the rooms booked by the customer ready and to render the agreed services.

3.2 The customer is obligated to pay the hotel's prices as agreed or applicable for provision of the room and any other services used by him. This shall also apply to any services the customer orders from the hotel directly or through it that are rendered by third parties and pre-paid by the hotel.

3.3 The agreed prices are given including the taxes and local fees applicable at the time of conclusion of the contract. They shall not include any local fees owed by the guest directly under the respective municipal rules, such as the visitor's tax. If there are any changes to the statutory VAT and in case of new introduction, change or discontinuation of local fees for the object of the services after conclusion of the contract, the prices shall be adjusted accordingly. Regarding contracts with consumers, this shall only apply if the period between conclusion of the contract and performance of the contract exceeds four months.

3.4 The hotel may make its consent to a subsequent reduction of the number of rooms booked by the customer, the service of the hotel or the duration of the customer's stay dependent on a price increase for the rooms and/or other services of the hotel.

3.5 Invoices from the hotel that do not give a due date shall be payable without deductions within ten days of receipt of the invoice. The

hotel may demand payment of any due claims from the customer at any time. The statutory provisions shall apply if the customer enters default of payment. The hotel shall have the right to prove that the damage incurred was higher.

3.6 The hotel shall have the right to demand an appropriate advance payment or collateral, e.g. in the form of a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in text form in the contract. The statutory provisions shall not be affected in the case of advance payments or collateral payments for package trips. The statutory provisions shall apply if the customer enters default of payment.

3.7 In justified cases, e.g. if the customer enters into arrears of payment or if the scope of the contract is expanded, the hotel may demand an advance payment or collateral within the meaning of the above item, or an increase of the advance payment or collateral agreed in the contract up to the full agreed remuneration even after conclusion of the contract and until the accommodation commences.

3.8 The hotel shall, furthermore, have the right to demand appropriate advance payments or collateral within the meaning of the above item 3.6 for present and future claims from the contract from the customer at commencement of and during the stay, as far as this has not been paid already in accordance with the above item 3.6 and/or item 3.7.

3.9 The customer may only offset or settle any claims of the hotel against any undisputed or final claims.

NON-USE OF THE HOTEL SERVICES (NO SHOW)

4.1 Withdrawal of the customer from the contract entered into with the hotel shall only be possible if a withdrawal right has been explicitly agreed in the contract, if there any other statutory withdrawal right applies or if the hotel explicitly consents to dissolution of the contract. Agreement of a withdrawal right and any consent to dissolution of the contract each should take place in text form.

4.2 As far as a date has been agreed between the hotel and the customer for free-of-charge withdrawal from the contract, the customer may withdraw from the contract until then without triggering any payment or damages claims of the hotel. The customer's withdrawal right shall expire if he does not exercise his right to withdraw against the hotels by the agreed date.

4.3 If no withdrawal right has been agreed or if it has already expired, and if no statutory withdrawal or termination right applies and if the hotel does not agree to dissolution of the contract, the hotel shall retain its claim to the agreed remuneration even if the service is not used. The hotel shall offset any income from letting the rooms otherwise and any expenses saved. If the rooms are not let otherwise, the hotel may apply a flat-rate deduction for expenses saved. In this case, the customer shall be obligated to pay for at least 90% of the contractually agreed price for accommodation with or without breakfast and for any package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer has the right to prove that the above claim has not occurred or that its amount is lower than demanded.

4 CUSTOMER'S RESCISSION (CANCELLATION, WITHDRAWAL) /

5 WITHDRAWAL OF THE HOTEL

5.1 As far as it has been agreed that the customer may withdraw from the contract free of charge up to a specific point of time, the hotel shall have the right to withdraw from the contract during the same period in turn if requests from other customers for the contractually booked rooms are received and the customer does not waive his withdrawal right upon the hotel's query indicating an appropriate period of response.

5.2 If an advance payment or collateral agreed or demanded under item 3.6 and/or item 3.7 is not paid even after the end of an appropriate grace period set by the hotel, the hotel shall also have the right to withdraw from the contract.

5.3 Furthermore, the hotel shall have the right to withdraw from the contract for factually justified reasons, in particular if

- force majeure or other circumstances for which the hotel is not at fault make it impossible for it to perform the contract;
- the room or rooms have been booked culpably subject to presentation of misleading or incorrect information or concealing of essential facts; essential facts may refer to the identity of the customer, his ability to pay or the purpose of the stay;
- the hotel has reason to assume that use of the hotel service may endanger the smooth operation of its business, the safety or reputation of the hotel in public, without this being due to the area of responsibility or organisation of the hotel;
- the purpose or reason of the stay is illegal;

- the above item 1.2 is violated.

5.4 Justified withdrawal of the hotel shall entitle the customer to claim damages.

6 ORDERING ROOMS, HANDOVER AND RETURN OF ROOMS

6.1 The customer shall not acquire any claim to provision of specific rooms, unless this has been explicitly agreed.

6.2 Booked rooms shall be available to the customer starting at 3:00 pm on the agreed day of arrival. The customer shall not have any claim to earlier provision.

6.3 On the agreed day of departure, the rooms must be returned to the hotel cleared no later than by 11:00 am. Afterwards, the hotel may charge 50% of the full accommodation price (listed price) for use of the room beyond the contractual period if the room is cleared late until 6:00 pm, and 90% if the room is cleared after 6:00 pm. This shall not give rise to any contractual claims of the customer. The customer shall be free to prove that the hotel has not incurred any claim to a subsequent usage fee, or that the claim incurred by it is much lower.

7 LIABILITY OF THE HOTEL

7.1 The hotel shall be liable for any damage due to its fault from violation of life, body or health. Beyond this, it shall only be liable for damage caused by wilful or grossly negligent violations of obligations by the hotel or wilful or negligent violations of obligations of the hotel that are typical for the contract. Violation of obligations by a statutory representative or vicarious agent shall be equivalent to violation of obligations of the hotel. Further

damages claims shall be excluded unless stipulated differently in this item 7. If any interferences or defects occur concerning the hotels services, the hotel shall strive to remedy these if they are known or reported by the customer without undue delay. The customer shall be obligated to make reasonable contributions to remedying the interference and to minimising possible damage.

7.2 The hotel shall be liable for any objects introduced by the customer according to the statutory provisions. The hotel recommends using the hotel or room safe. If the guest desires to bring along money, securities and valuables with a value exceeding EUR 800 or any other objects with a value exceeding EUR 3,500, this shall require a separate custody agreement with the hotel.

7.3 If the customer is provided with a parking space in the hotel car park or on the hotel parking place, even for a fee, this shall not constitute a custody contract. If any motor vehicles parked or shunted on the hotel property and their contents are lost or damaged, the hotel shall only be liable according to the proviso of the above item 7.1, sentences 1 to 4.

7.4 Wake-up calls shall be performed by the Hotel with the greatest diligence. Messages, mail and goods deliveries for the guest shall be treated with care. The hotel shall take care of delivery, storage and
– upon request – forwarding of these against compensation. The hotel shall only be liable according to the proviso of the above item 7.1, sentences 1 to 4.

8. FINAL PROVISIONS

8.1 Any amendments of and supplements to the contract, acceptance of a request or these general terms and conditions must be made in writing. Unilateral amendments or

supplements by the customer shall not be valid.

8.2 The place of performance and payment and the exclusive place of jurisdiction, also for any disputes from cheques and bills of exchange, shall be Soest between merchants. If one contracting partner meets the prerequisites of Section 38 (2) of the Code of Civil Procedure (Zivilprozessordnung; ZPO) and has no general place of jurisdiction in the country, the place of jurisdiction shall be Soest.

8.3 German law shall apply. Application of UN sales law and the conflict-of-laws provisions shall be excluded.

8.4 If individual provisions of these general terms and conditions are, or become, invalid, this shall not affect the validity of the remaining provisions. Apart from this, the statutory provisions shall apply.

General terms and conditions for events

1 SCOPE OF APPLICATION

1.1 These terms and conditions shall apply to any contracts concerning the provision of conference, banquet and event rooms of Hotel Haus Delecke for rent for the performance of events such as banquets, seminars, meetings, exhibitions and presentations, etc., as well as to any further services and deliveries of the operator that are rendered for the customer in this context.

1.2 Subletting or further letting of the provided rooms, areas, display cases, as well as invitations to job interviews, sales or similar events shall require the advance consent of Hotel Haus Delecke in text form. The second sentence of Section 540 (1)

of the German Civil Code (Bürgerliches Gesetzbuch; BGB) is excluded if the customer is not a consumer.

1.3 General terms and conditions of the customer shall only apply if this has been explicitly agreed in writing beforehand.

2 CONCLUSION OF THE CONTRACT, CONTRACTING PARTNERS, LIABILITY, EXPIRATION

2.1 The contracting partners shall be Hotel Haus Delecke and the customer. The contract shall be concluded by acceptance of the customer's application by the hotel. Hotel Haus Delecke shall be free to confirm booking of the event in text form.

2.2 Hotel Haus Delecke shall be liable for any damage due to its fault from violation of life, body or health. Beyond this, it shall only be liable for damage caused by wilful or grossly negligent violations of obligations or wilful or negligent violations of obligations by Hotel Haus Delecke that are typical for the contract. Violation of obligations by a statutory representative or vicarious agent shall be equivalent to violation of obligations of Hotel Haus Delecke. Further damages claims shall be excluded unless stipulated differently in item 9. If any interferences or defects occur concerning the services of Hotel Haus Delecke, it shall strive to remedy these if they are known or reported by the customer without undue delay. The customer shall be obligated to make reasonable contributions to remedying the interference and to minimising possible damage. Apart from this, the customer shall be obligated to inform Hotel Haus Delecke in time about the possibility of the occurrence of an extraordinarily high damage.

2.3 Any claims against Hotel Haus Delecke shall generally expire one year after the statutory commencement of prescription. This shall not apply to any damages claims and any claims that are based on

wilful or grossly negligent breach of obligations on the side of the operator.

3 SERVICES, PRICES, PAYMENT, OFFSETTING

3.1 Hotel Haus Delecke is obligated to render the services ordered by the customer and promised by the hotel.

3.2 The customer is obligated to pay the prices of Hotel Haus Delecke as agreed or applicable for provision of these and any other services used by him. This shall also apply to any services the customer charges from the operation directly or through it but rendered by third parties and pre-paid by the operator. This shall specifically also apply to any claims of copyright collectives.

3.3 The agreed prices are given including the taxes applicable at the time of conclusion of the contract. If there are any changes to the statutory VAT and in case of new introduction, change or discontinuation of local fees for the object of the services after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion of the contract and performance of the contract exceeds four months.

3.4 Invoices from Hotel Haus Delecke that do not give a due date shall be payable without deductions within ten days of receipt of the invoice. The hotel may demand payment of due claims without undue delay from the customer at any time. The statutory provisions shall apply if the customer enters default of payment. Hotel Haus Delecke shall have the right to render evidence that the damage incurred was higher.

3.5 Hotel Haus Delecke shall have the right to demand an appropriate advance payment or collateral, e.g. in the form of a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payments and the

payment dates may be agreed in text form in the contract. The statutory provisions shall apply if the customer enters default of payment.

3.6 In justified cases, e.g. if the customer enters into arrears of payment or if the scope of the contract is expanded, Hotel Haus Delecke may demand an advance payment or collateral within the meaning of the above item 3.5, or an increase of the advance payment or collateral agreed in the contract up to the full agreed remuneration even after conclusion of the contract and until the event commences.

3.7 The customer may only offset or settle any claims of Hotel Haus Delecke against any undisputed or final claims.

4 CUSTOMER'S RESCISSION (CANCELLATION, WITHDRAWAL)

4.1 Withdrawal of the customer from the contract entered into with Hotel Haus Delecke shall only be possible if a withdrawal right has been explicitly agreed in the contract, if any other statutory withdrawal right applies or if Hotel Haus Delecke explicitly consents to dissolution of the contract.

Agreement of a withdrawal right and any consent to dissolution of the contract each should take place in text form.

4.2 As far as a date has been agreed between Hotel Haus Delecke and the customer for free-of-charge withdrawal from the contract, the customer may withdraw from the contract until then without triggering any payment or damages claims. The customer's withdrawal right shall expire if he does not exercise his right to withdraw against Hotel Haus Delecke by the agreed date.

4.3 If no withdrawal right has been agreed or if it has already expired, and if no statutory withdrawal or termination right applies and if Hotel Haus Delecke does not agree to dissolution of the contract, it shall retain its claim to the agreed remuneration even if the service is not used. Hotel Haus Delecke shall offset any income from otherwise letting the rooms and any expenses saved. The respective expenses saved may be applied as a flat rate in acceptance with items 4.4, 4.5 and 4.6. The customer has the right to prove that the claim has not occurred or has not occurred at the amount demanded. Hotel Haus Delecke shall be free to prove that a higher claim has been incurred.

4.4 If the customer only withdraws between the 8th and

4th week before the event's date, Hotel Haus Delecke shall have the right to charge, in addition to the agreed rent, 60% of the lost food turnover and the firmly agreed beverage flat-rate turnover, and at any later withdrawal it may charge 85% of the food turnover and the agreed beverage flat-rate.

4.5 The food turnover shall be calculated according to the formula: Agreed menu price x number of participants.

If no price had been agreed yet for the menu and beverage flat-rate, the cheapest 3-course menu of the respective applicable event offer shall be used as the basis, along with the cheapest beverage flat-rate.

4.6 If a meeting flat-rate has been agreed per participant, Hotel Haus Delecke shall have the right to charge 60% at withdrawal between the 8th and 4th week before the date of the event, and 85% of the meeting flat-rate at a later withdrawal, each x the agreed number of participants.

5 WITHDRAWAL BY HOTEL HAUS DELECKE

5.1 As far as it has been agreed that the customer may withdraw from the contract free of charge up to a specific point of time, Hotel Haus Delecke shall have the right to withdraw from the contract during the same period in turn if requests from other customers for the contractually booked event rooms are received and the customer does not waive his withdrawal right upon Hotel Haus Delecke's query indicating an appropriate period of response.

5.2 If an advance payment or collateral agreed or demanded under item 3.5 and/or item 3.6 is not paid even after the end of an appropriate grace period set by Hotel Haus Delecke, Hotel Haus Delecke shall also have the right to withdraw from the contract.

5.3 Furthermore, Hotel Haus Delecke shall have the right to withdraw from the contract for factually justified reasons, in particular if

- force majeure or other circumstances for which the operator is not at fault make it impossible for it to perform the contract;
- events or rooms have been booked culpably subject to presentation of misleading or incorrect information or concealing of essential facts; essential facts may refer to the identity of the customer, his ability to pay or the purpose of the stay;
- the operator has reason to assume that the event may endanger the smooth operation of its business, the safety or reputation of Hotel Haus Delecke in public, without this being due to the area of responsibility or organisation of the operator;
- the purpose or reason of the event is illegal;

- in case of violation of item 1.2.

5.4 Justified withdrawal of Hotel Haus Delecke shall entitle the customer to claim damages.

6 CHANGES TO THE NUMBER OF PARTICIPANTS AND THE TIME OF THE EVENT

6.1 Increase of the number of participants by more than 5% must be reported to Hotel Haus Delecke no later than seven working days before the event commences; it shall require the operation's approval, which is to be issued in text form. Settlement shall be based on the actual number of participants, but at least 95% of the agreed higher number of participants. If the actual number of participants is lower, the customer shall have the right to reduce the agreed price by the documented additionally saved expenses due to the lower number of participants.

6.2 Reduction of the number of participants by more than 5% should be reported to Hotel Haus Delecke early on, and no later than seven working days before the event commences. Settlement shall be based on the actual number of participants, but at least 95% of the eventually agreed number of participants. Sentence 3 of item 6.1 shall apply accordingly.

6.3 If the number of participants reduces by more than 10%, Hotel Haus Delecke shall have the right to swap the confirmed rooms, under consideration of any deviating room rent, provided that this is not unreasonable for the customer.

6.4 If the agreed starting and ending times of the event change and if Hotel Haus Delecke approves these changes, it may charge the additional provision of services appropriately, except

if Hotel Haus Delecke was at fault.

7 BRINGING ALONG FOOD AND BEVERAGES

The customer generally must not bring along any food and beverages to events. Exceptions must be agreed with Hotel Haus Delecke. In such cases, a contribution to covering the overhead shall be charged.

8 TECHNICAL FACILITIES AND CONNECTIONS

8.1 As far as Hotel Haus Delecke procures any technical and other facilities from third parties for the customer upon the customer's request, it shall act in the name, on the power of attorney and for the account of the customer. The customer shall be liable for careful treatment and proper return. He shall indemnify Hotel Haus Delecke against any claims from third parties from the provision of such facilities.

8.2 Use of the customer's own electrical facilities connected to the mains in Hotel Haus Delecke shall require the hotel's consent. Any interferences with the technical facilities of the operation caused by use of such equipment shall be at the customer's expense unless they are due to the fault of Hotel Haus Delecke. Hotel Haus Delecke may record and charge any electricity costs arising from such use as a lump sum.

8.3 With the consent of Hotel Haus Delecke, the customer shall have the right to use his own phone, fax and data transmission facilities. Hotel Haus Delecke may charge a connection fee for these.

8.4 If the connection of own facilities of the customer means that the

operation's suitable facilities are not used, a remuneration for loss may be charged.

8.5 Interferences of the technical or other facilities provided by Hotel Haus Delecke shall be removed at once as far as possible. Payments cannot be retained or reduced as far as Hotel Haus Delecke is not at fault for such interferences.

9 LOSS OR DAMAGE TO OBJECTS BROUGHT ALONG

9.1 Exhibition items or other, including personal, objects brought along shall be kept in the event rooms or in the operation upon the customer's risk. Hotel Haus Delecke shall not assume any liability for loss, destruction or damage, including for any financial damage, except in the case of gross negligence or wilful intent of the operation. This shall not include damage from violation of life, body or health. Additionally, any cases where custody is an obligation typical for the contract due to the circumstances of the specific case shall be excluded from the release from liability.

9.2 Any decorations brought along must comply with the provisions under the fire protection rules. Hotel Haus Delecke shall have the right to demand authority evidence for this. If such evidence is not rendered, it shall have the right to remove any already-introduced material at the customer's expense. In light of possible damage, the set-up and attachment of objects must be coordinated with Hotel Haus Delecke beforehand.

9.3 Any exhibition items or other objects brought along shall be removed without undue delay after the end of the event. If the customer does not do so, Hotel Haus Delecke may remove and store them at the customer's expense. If the

objects remain in the event room, Hotel Haus Delecke may charge an appropriate usage compensation for the duration for which the room is provided.

this shall not impair the effectiveness of the remaining provisions. Apart from this, the statutory provisions shall apply.

As of: 12/06/2019

10 CUSTOMER'S LIABILITY FOR DAMAGE

10.1 If the customer is an entrepreneur, he shall be liable for any damage to the building or inventory that is caused by event participants or visitors, employees, other third parties from his area of responsibility or himself.

10.2 Hotel Haus Delecke may demand appropriate collateral from the customer, e.g. in the form of a credit card guarantee.

11 FINAL PROVISIONS

11.1 Any amendments of and supplements to the contract, acceptance of the request or these general terms and conditions must be made in writing. Unilateral amendments or supplements by the customer shall not be valid.

11.2 The place of performance and payment and the exclusive place of jurisdiction, also for any disputes from cheques and bills of exchange, shall be Soest between merchants. If one contracting partner meets the prerequisites of Section 38

(2) of the Code of Civil Procedure (Zivilprozessordnung; ZPO) and has no general place of jurisdiction in the country, the place of jurisdiction shall be Soest.

11.3 German law shall apply. Application of UN sales law and the conflict-of-laws provisions shall be excluded.

11.4 If individual provisions of these general terms and conditions for events are or become ineffective or void,