

General Terms and Conditions for Hotel ClassicX Landhaus & Hotel Gensingen

These General Terms and Conditions (hereinafter referred to as "GT&C") include regulations for customers and business people (hereinafter referred to as "Guest"). Insofar as not stipulated expressly elsewhere, the following provisions shall be applied equally to customers and business people. Should individual provisions be applied exclusively to customers or exclusively to business people, this will be stated specifically.

I. Users, area of validity, other conditions

(1) The user of these GT&C is Auktion & Markt Aktiengesellschaft, founded in accordance with the law of the Federal Republic of Germany with its registered office in Wiesbaden, entered in the Commercial Register of the District Court of Wiesbaden under register number HRB 20968 (hereinafter referred to as "Hotel").

(2) The terms and conditions below apply to contracts for the rental of hotel rooms, to accommodation and conferences as well as to all the services and deliveries provided for Guests by the Hotel (hereinafter referred to as "Accommodation contract").

The Accommodation contract includes and replaces all the associated services in this connection (welcoming Guests, Hotel, Hotel room contract).

(3) Any stipulations which deviate from this are applicable only if they have been agreed expressly and individually in advance in text form between the Hotel and the Guest.

II. Conclusion of the Accommodation contract

(1) The Accommodation contract shall be concluded when the Guest submits an application (room booking), which is accepted by the Hotel. The acceptance shall take place by means of confirmation of the room booking. The Hotel is free to confirm the room booking in writing, in text form, verbally or by telephone.

(2) If the room booking for the Guest is made by a third party, the latter shall be liable to the Hotel together with the Guest as joint debtors for all obligations arising from the Hotel acceptance contract, insofar as the Hotel has a corresponding declaration from the third party.

(3) Subletting and re-letting the rooms provided as well as their usage for purposes other than those associated with accommodation require the prior written consent of the Hotel.

III. Prices and services

(1) The Hotel is obliged to keep the rooms booked by the Guest ready in accordance with these General Terms and Conditions and provide the agreed services.

(2) The Guest is obliged to pay for the rooms provided and the additional services taken up at the applicable or agreed prices of the Hotel. This also applies to services arranged by the Guest or Ordering party and expenses of the Hotel towards a third party.

(3) The agreed prices include the relevant statutory taxes and local charges. They do not include direct local charges owed by the Guest such as tourist tax, which are to be paid separately.

(4) If the statutory value added tax or local charges change after the conclusion of the contract or if such charges are introduced after the conclusion of the contract, the Hotel retains the right to adjust its prices. With regard to customers, this applies only if there is a period of more than four months between the conclusion of the contract and performance of the latter.

(5) Prices can be changed by the Hotel if the Guest subsequently wishes to change the number of rooms booked, the services provided by the Hotel or the length of the Guests' stay and the Hotel agrees to the changes.

(6) Invoices from the Hotel shall be payable immediately on receipt without any deductions.

(7) If payment on account was agreed, the invoice shall be payable and due for payment without any deductions within seven days after receipt of the invoice subject to any other written agreement.

(8) If payments fall into arrears, the Hotel has the right to charge interest on arrears to customers currently totalling 5% above the base interest rate. For business transactions the rate of interest on

arrears is currently 9% above the base interest rate. The Hotel retains the right to assert a higher loss.

(9) The hotel can charge a reminder fee of EUR 5 for every reminder after arrears have occurred.

(10) The Hotel has the right to request an appropriate advance payment or security when the contract is concluded. The amount of the advance payment and its due date can be agreed in writing in the contract.

(11) In justified cases (e.g. payment arrears of the Guest or an increase in the scope of the contract), the Hotel has the right to request an advance payment or security even after the conclusion of the contract up to the start of the event (e.g. credit card guarantee) or an increase in the contractually agreed advance payment or security until the agreed remuneration is paid.

(12) In addition, the Hotel has the right to make accumulated liabilities fall due at any time during the stay of the Guest in the Hotel by issuing an intermediate invoice and requesting immediate payment.

(13) The Guest declares that they are in agreement with the transmission of electronic invoices.

IV. Services not taken up, withdrawal by the Guest

(1) The Guest can withdraw from the Accommodation contract only if a right of withdrawal has been agreed expressly, there is a statutory right of withdrawal or the Hotel has expressly agreed the cancellation of the Accommodation contract.

(2) If the Guest and the Hotel have agreed a date until when a withdrawal is possible free of charge, there is no entitlement to compensation or other payment claims in favour of the Hotel.

(3) The decisive factor for the timing of the declaration of withdrawal within the deadline is its receipt by the Hotel. The Guest must declare a withdrawal in text form.

(4) If a right of withdrawal has not been agreed or a contractually agreed right of withdrawal no longer exists and if there is also no statutory right of withdrawal, the Hotel is entitled to appropriate compensation.

(5) The Hotel has the choice to assert a withdrawal charge against the Guest instead of a specific amount of compensation. The withdrawal charge shall total 90% of the contractually agreed price for overnight accommodation with or without breakfast, 70% of the contractually agreed price for overnight accommodation with half board as well as 60% of the contractually agreed price for overnight accommodation with full board. The Guest is free to provide evidence that the Hotel has not suffered any loss or the loss suffered by the Hotel is lower than the requested compensation.

(6) Insofar as the Hotel charges the compensation specifically, the amount of compensation shall total a maximum of the contractually agreed price for the service to be provided by the Hotel after deducting the value of the amount saved by the Hotel as well as what the Hotel acquires by other usage of the Hotel's services.

(7) The above-mentioned stipulations regarding compensation shall apply accordingly if the Guest does not use the room booked or the services booked without notifying the Hotel of this in plenty of time.

V. Withdrawal by the Hotel

(1) Insofar as the Guest is granted a free right of withdrawal in the Accommodation contract in accordance with Section IV, the Hotel also has the right to withdraw from the contract within the agreed period if there are inquiries from other guests for the rooms booked and the Guest does not give firm confirmation of the booking when requested to do so by the Hotel.

(2) If an advance payment or security agreed in accordance with Section III. (10) is not provided within the period set for this, the Hotel likewise has the right to withdraw from the contract.

(3) A right of withdrawal from the contract for a compelling reason is unaffected by this. It exists in particular in the event of

force majeure or other circumstances which make the performance of the contract impossible and for which the Hotel is not responsible;

rooms booked under misleading or false details regarding important facts, e.g. concerning the personal information of the Guest or the purpose;

the Hotel having justified grounds for assuming that the taking up of the Hotel services might endanger the smooth running of business operations, the safety or reputation of the Hotel in public without this being assigned to the domain or organisational area of the Hotel;
unauthorised subletting or re-letting in accordance with Section II. (3);
a case under Section VI. (3);
the Hotel becoming aware of circumstances which have substantially worsened the Guest's financial situation after the conclusion of the contract, in particular if the Guest does not settle liabilities owed to the Hotel or does not offer sufficient security and the payment claims of the Hotel therefore seem under threat;
the Guest lodging an application for the opening of insolvency proceedings, issuing a debtor's asset disclosure in accordance with § 807 German Code of Civil Procedure, initiating proceedings for out-of-court debt settlement or having stopped making payments;
the initiation of insolvency proceedings on the assets of the Guest or the initiation of the latter being rejected owing to a lack of assets or for other reasons.

(4) The Hotel must inform the Guest of the exercising of the right of withdrawal immediately in text form.

(5) There is no entitlement of the Guest for compensation in the above-mentioned cases.

VI. Arrival and departure

(1) The Guest has no entitlement to the provision of certain rooms, unless the Hotel has confirmed the provision of certain rooms in writing.

(2) Booked rooms shall be available to the Guest as of 3pm on the agreed day of arrival. The Guest has no entitlement to earlier availability of the room.

(3) Booked rooms are to be taken up by the Guest no later than at 6pm on the agreed date of arrival. Insofar as a later arrival time has not been agreed expressly, the Hotel has the right to allocate booked rooms to other people after 6pm without the Guest being able to derive any claims for compensation from this. The Hotel has a right of withdrawal to this extent.

(4) The rooms are to be made available to the Hotel no later than at 11am on the date of departure. After this the Hotel can charge the room price for any losses incurred for the additional use of the room until 6pm, as of 6pm it can charge 90% of the full valid accommodation price. The Guest is free to provide evidence to the Hotel that the latter has not incurred any loss or a substantially lower one.

VII. Liability

(1) In cases of intent or gross negligence, the Hotel is liable in accordance with the statutory provisions. In cases of slight negligence, the Hotel is exclusively liable for injury to life, body or health or owing to the breach of major contractual obligations.
Major contractual obligations are those obligations whose satisfaction makes the correct implementation of the contract possible in the first place and where the contracting partner is regularly permitted to trust that they are complied with. However, claims for compensation for a slightly negligent breach of major contractual obligations are limited to typical foreseeable contractual losses, insofar as there is no liability owing to an injury to life, body or health. The event organiser is liable to the same extent for the culpability of vicarious agents and representatives.

(2) The stipulation in the paragraph above (VII. (1)) covers compensation in addition to performance, compensation instead of performance and a claim for compensation owing to expenditure in vain for whatever legal reason, including liability owing to defects, delay or impossibility.

(3) Insofar as the Guest is provided with a parking space, there is no obligation for the Hotel to monitor the latter, unless this was agreed in writing on an individual basis in a safekeeping contract. In the event of the disappearance of or damage to vehicles and their contents parked or manoeuvred on the Hotel grounds, the Hotel is liable only in accordance with Section VII. (1) – (3).

(4) Wake-up calls are carried out judiciously by the Hotel. Claims for compensation are ruled out, apart from owing to gross negligence or intent.

(5) Messages, post and shipments of goods for guests are handled carefully. The Hotel shall accept the delivery, safekeeping and – if desired –forwarding of the latter at a charge as well as on request also for lost property. The Hotel is liable for the latter only in accordance with Section VII. (1) – (3).

(6) The Hotel has the right to hand over the above-mentioned items to the local lost property office after no later than a one-month period of safekeeping with an appropriate charge.

VIII. Rights of offsetting and retention of the Guest, ban on assignment

(1) The Guest shall have rights of offsetting and retention only if his counterclaims have been determined lawfully, are undisputed or are recognised by the Hotel or are in a close synallagmatic relationship with the claim of the Hotel.

(2) If the Guest is a business person, the latter's rights from the contract with the Hotel and from these General Terms and Conditions can be assigned only with the consent of the Hotel. § 354 German Commercial Code (HGB) remains unaffected by this.

IX. Statute of limitations

(1) Claims against the Hotel shall be subject to the statute of limitations in one year after satisfaction of the performance obligations of the Hotel.

(2) This does not apply to claims for whatever legal reason, which are based on an intentional and malicious or grossly negligent breach of an obligation or on an expressly declared guarantee. In these cases, the statutory periods of limitation shall apply.

X. Applicable law, place of satisfaction and payment, exclusive place of jurisdiction, general issues, consent

(1) The law of the Federal Republic of Germany shall apply exclusively. However, if the Guest is a customer, this shall not apply to mandatory provisions of the Guest's country of origin.

(2) If the Guest is a customer and has no place of residence in the Federal Republic of Germany when the contract is concluded or has moved his place of residence abroad after concluding the contract or the place of residence is unknown when the legal action is brought, the exclusive place of jurisdiction for any disputes arising from and in connection with the contract is the head office of the Hotel. The exclusive places of jurisdiction e.g. for court enforcement proceedings, remain unaffected by this.

(3) If the Guest is a business person, the place of satisfaction and payment as well as the exclusive place of jurisdiction for any disputes arising from and in connection with the contract is the head office of the Hotel. This also applies if the Guest has no place of residence in the Federal Republic of Germany at the time the contract is concluded or has moved his place of residence abroad after the conclusion of the contract or the place of residence is unknown when the legal action is brought.

(4) The Hotel has the right to bring proceedings before a court which is responsible for the registered office or a branch or the place of residence of the Guest.

(5) The stipulations of the exclusive place of jurisdiction also apply to disputes regarding cheques and bills of exchange.

(6) Should individual parts of these General Terms and Conditions breach statutory provisions or be ineffective for other reasons, this does not release the Guest from his obligation to provide satisfaction and comply with the other agreements. Should one of the provisions be or become ineffective, this shall not affect the effectiveness of the remaining provisions and the contract between the Parties. In this case the statutory provision shall apply instead of the ineffective provision, which is as close as possible in economic terms to the ineffective provision. The above-mentioned also applies in the event of loopholes in the stipulations.