

Hotelbetriebsgesellschaft Spitze GmbH & Co. KG

General Terms and Conditions

1. Scope of application

1. These Terms and Conditions govern contracts for the renting of Hotel rooms and suites for accommodation purposes as well as any other goods and services provided to customers of Apartment-Hotel Hamburg Mitte, regardless of the manner in which the contract is concluded (by phone, fax, letter, direct verbal contact, e-mail or online in any form).
2. Prior written consent must be obtained from the Hotel to any subletting of rooms or use for purposes other than accommodation; Section 540 para. 1 sentence of German Civil Code (BGB) is disappplied for customers which are not consumers.
3. The Customer's terms and conditions shall only apply if expressly agreed to in writing.

2. Contract conclusion, contract parties, expiration of claims

1. A contract is concluded upon acceptance by the Hotel of the Customer's reservation request. It is at the Hotel's option to provide confirmation of room reservations in writing. An accommodation contract is furthermore concluded as soon as a room has been reserved and confirmed, or has

been made available if such confirmation was not possible due to lack of time.

2. The parties to the contract are the Hotel and the Customer. If a third party has placed the reservation, that party shall be liable to the Hotel jointly and severally with the Customer for all obligations arising from the Hotel accommodation contract.
3. Conclusion of the guest accommodation contract obliges the parties to the contract to fulfil the contract terms regardless of the contract duration.
4. Any claims against the Hotel shall expire one year from the beginning of the standard cognizance-dependent statute of limitations period as per Section 199 para. 1 BGB. Damage claims shall expire five years from the date of cognizance. Shorter expiration periods shall not apply to claims arising from breach of obligations out of intent or gross negligence.

3. Services, pricing, payment, set-off

1. The Hotel is obligated to keep rooms reserved by the Customer available and provide the contractual services.
2. The Customer is obligated to pay for rooms provided and other services utilised at the applicable or contractual Hotel prices. This applies as well to services provided to and outlays for third parties by the Hotel at the request of the Customer.

3. The contractual prices include VAT at the applicable rate and the per-night culture and tourism tax payable by tourist customers. If the period between contract conclusion and contract fulfilment exceeds four months, during which period the Hotel has increased its general rates charged for the contractual services, the contractual price may be increased by a maximum 5%.
4. The Hotel may additionally adjust prices if the Customer requests a change in the number of rooms booked, Hotel services or guest length of stay to which the Hotel agrees.
5. Hotel invoices which do not state a payment due date shall be payable in full within 10 days of invoice receipt. The Hotel is entitled to declare any outstanding amounts immediately due and demand immediate payment. In the event of late payment the Hotel is entitled to charge default interest at the applicable rate of currently 8%, or 5% above the base rate for transactions with consumers.
6. The Hotel is entitled to demand a reasonable advance payment or security deposit upon contract conclusion or at the beginning and during a guest's stay in accordance with applicable laws, such as for holiday packages. The amount of the advance payment and payment dates may be set forth in writing in the contract.

7. The Customer may only set off amounts against the Hotel's claims from Customer claims which are either undisputed or have been upheld by legal judgment.

4. Customer (guest) withdrawal, reservation retraction, cancellation, non-usage of Hotel services (no show)

1. Unless the Hotel and Customer have agreed to a different no-charge cancellation deadline in text form for individual or group reservations, all customers shall be entitled to no-charge cancellation of a reservation until to 12:00 noon on the day before the actual date of arrival. This only applies however to reservations of three (3) rooms or less. The reservation of four rooms automatically represents a group reservation, to which the following cancellation rules apply:

Group reservations can be cancelled up to four weeks prior to the arrival date free of any charge. For cancellations after four weeks prior we charge a cancellation fee in the amount of 50% of the total billable room charge; if less than two weeks prior the cancellation fee is 75% of the total billable room charge; if less than one week prior the cancellation fee is 100% of the total billable room charge.

2. In addition, the Customer shall only be entitled to withdrawal from the contract concluded with the Hotel with the Hotel's written approval, except as provided otherwise under applicable laws or other contractual clauses. If this is not the case, the agreed contractual price must be paid even if the Customer does not make use of the contractual services. This does not apply in case of breach of the Hotel's obligation to respect the rights, assets and interests of the Customer (guest) if the Hotel can no longer be

reasonably expected to fulfil the contract, or if the Hotel enjoys cancellation rights under applicable laws or other contractual provisions.

3. The Hotel shall in such case set off revenue from renting the room/s to other customers and expenses saved against the charge for rooms not utilised by the Customer.
4. If the rooms are not rented to other parties, the Hotel may at its discretion demand payment of the contractually agreed amount, less a flat amount for saved expenses. The Customer in such case shall be obliged to pay 90% of the contractually agreed room price with or without breakfast. The Customer may contest the charge by showing documentation that the above claim is invalid or the claim amount incorrect.
5. The Hotel is obligated to endeavour in good faith to sell such unused rooms to other customers whenever possible. Until a room is sold to another party however, the Customer remains obligated to pay the amount billable for the duration of the contract.

5. Cancellation by the Hotel

1. If the Customer is granted no-charge withdrawal rights for a specified period (right to cancel a reservation) in text form, the Hotel shall be entitled as well during that period to withdraw from the contract if other accommodation inquiries are received for contractually booked rooms and the Customer does not waive his/her withdrawal rights upon corresponding inquiry by the Hotel.

2. The Hotel shall additionally be entitled to withdraw from the contract if an advance payment which is agreed or as per item 3.6 is not rendered by an appropriate grace period deadline set by the Hotel.

3. The Hotel is furthermore entitled to withdraw from the contract on an extraordinary basis for objectively justified reasons such as:
 - force majeure and other circumstances beyond the Hotel's control rendering fulfilment of the contract impossible
 - unforeseeable events at the Hotel including burst pipes
 - rooms being booked on the basis of misleading or false information intentionally provided regarding materially relevant facts such as the Customer's identity, ability to pay and booking purpose
 - the Hotel having justified reason to believe that use of the Hotel's services could jeopardise smooth business operation, security or the Hotel's public reputation, without such risks being due to the Hotel's own management or organisation
 - breach of obligations per item 1.2 above.

4. Withdrawal by the Hotel for justified reasons does not entitle the Customer to damage claims.

6. Room availability, handover and checkout acceptance

1. Unless agreed otherwise in writing, no claims accrue to the Customer to be provided specific rooms or rooms with particular features (smoking/non-smoking rooms, etc.).
2. Booked rooms are made available to customers from 15:00 on the agreed arrival date. The Customer has no claim to earlier availability.
3. On the agreed day of departure the rooms must be vacated and checkout completed with the Hotel by 11:00. From that time until 16:00 the Hotel may charge 50% of the full room rate (list price) due to delayed vacating of the room; after 16:00 the Hotel may charge 100%. No contractual claims accrue to the Customer through late checkout charges. The charge may be reduced if the Customer documents that the Hotel has no claim to payment for usage or claim to a significantly lower payment amount.
4. If a vacated room is left in a condition of cleanliness below the level generally considered normal, the Hotel shall be entitled to charge the Customer an extra cleaning fee. The Customer shall be liable for any damage caused by him/herself, the Customer's visitors or the Customer's vicarious agents as per Section 278 BGB to Hotel facilities and for additional cleaning costs incurred as a result of non-compliance with the Hotel non-smoking policy.

7. The Hotel's liability

1. Apartment-Hotel Hamburg Mitte has liability for loss of life and bodily injury/harm for which the Hotel is responsible. The Hotel additionally has liability

for damages resulting from intentional or grossly negligent breach of obligations by the Hotel and intentional or negligent breach of obligations typical of Hotel contracts. Such breach of obligation by a director/officer or vicarious agent of the Hotel constitutes a breach by the Hotel. Except as otherwise provided in this Section 7, further damage claims are excluded. Upon becoming aware or being promptly notified by the Customer of any problems with or deficiencies to the Hotel's services, the Hotel will endeavour to remedy such problems/deficiencies. The Customer undertakes to assist in reasonable fashion in resolving problems and containing any damage to a minimum.

2. A separate safekeeping agreement must be signed with the Hotel by customers who intend to keep money, securities and/or valuables with them on the premises which are valued at more than € 800.00, or other property valued at more than € 3,500.00. When intending to leave the room, the Customer and any individuals in the Customer's company must lock any money, securities, valuables, laptops, tablets, smartphones and other items with a value of up to € 300.00 in the room safe. Such items with a value exceeding € 300.00 or which are unsuitable for depositing in the room safe may not be left behind in the room; these must either be taken to the Hotel front desk for safekeeping for the duration of the Customer's absence, for which purpose the Hotel offers use of a Hotel safe. By failing to comply with this obligation the Customer forfeits any right to claim that any loss of/to the aforesaid property was in any way caused by any other party.
3. Liability claims expire if the Customer fails to notify the Hotel without delay upon becoming aware of any loss, destruction or damage to property (Section 703 BGB).

4. The provision to the Customer of a parking space in the Hotel car park or parking lot does give rise to a safekeeping agreement, regardless of whether a fee is charged. The Hotel's liability for theft of or damage to vehicles parked on Hotel property and the content of such vehicles is exclusively as regulated by item 7.1, sentences 1 - 4 above.

5. The Hotel provides wake-up call service with the utmost care. Messages, mail, and merchandise deliveries for guests are handled with care. The Hotel provides room delivery and holding of the above, as well as forwarding upon request on a fee basis. Sentences 2 - 4 of item 7.1 above apply accordingly.

8. Concluding provisions

1. Amendments and supplements to a contract, a booking confirmation or to these Terms and Conditions for Hotel Accommodation must be implemented in writing. Amendments or supplements undertaken by the Customer are invalid unless formally accepted.

2. The place of performance and payment is that of the location of the Hotel.

3. The exclusive place of jurisdiction for transactions with business entities is that of the location of the Hotel, including disputes involving checks and exchange. The place of jurisdiction shall be that of the registered office of the Hotel for contracts with customers which meet the conditions per Section 38 para. 2 of the German Code of Civil Procedure (ZPO) and have no general place of jurisdiction in Germany.

4. German law applies. The UN CISG convention on contracts for the international sale of goods is disapplied.

5. Should individual provisions of these General Terms and Conditions be or become fully or partially invalid or void, the validity of other provisions shall remain unaffected. Statutory laws furthermore apply.

6. The Hotel upholds personal data privacy in accordance with the latest data privacy laws.

Last updated: 01 September 2014