

# General Terms and Conditions of the Maritim Hotels for Hotel Accommodation Contracts (Version: January 2017)

## I. Scope of Applicability

1. These terms and conditions govern contracts for the rental use of hotel rooms in the respective Maritim Hotel for lodging purposes, as well as all other goods and services rendered by Maritim to the customer in this context (Hotel Accommodation Contract).
2. In order to sublet the rooms that have been rented, to use the hotel rooms for other purposes than for accommodation, for public invitations or other advertising purposes, for interviews, sales or similar events the customer must obtain the prior written consent of Maritim who may also demand payment of an additional remuneration. Section 540 para. 1, sentence 2 of the German Civil Code (BGB) is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions only apply if this is previously expressly agreed.

## II. Conclusion of Contract, Duty of Notification

1. The contract shall come into force upon Maritim's acceptance of the customer's application. At its discretion, Maritim may confirm the room reservation in text form.
2. The customer must inform Maritim without being asked, at the latest upon conclusion of the contract, if the customer's use of the hotel service/s is likely to endanger the smooth operation of the hotel, the security or the reputation of Maritim in the public eye.

## III. Services, Prices, Payment, Set-Off

1. The customer is obligated to pay the agreed or applicable prices of Maritim for rooms provided and for other services supplied. This also applies to services ordered by the customer directly or via Maritim, which a third party provides and Maritim disburses.
2. The agreed prices include all taxes and local taxes in effect at the time of the conclusion of contract. This does not include locally levied taxes, which are owed by the guest himself according to the particular municipal law, such as visitor's tax. If the statutory value added tax is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if the period between conclusion and fulfilment of the contract exceeds four months.
3. Maritim can make its consent to the customer's later request for a reduction of the number of reserved rooms, services of the hotel or the customer's length of stay dependent on the increase of the price for the rooms and/or for the other services.
4. If payment on receipt of the invoice is agreed, the invoice is payable without deduction and due within ten days of receipt, if not otherwise agreed.
5. For each reminder in case of default Maritim is entitled to demand a fee of € 5. The customer is at liberty to prove that Maritim has incurred no or lesser costs. If the customer is not a consumer, Maritim is entitled to claim the lump sum according to Section 288 para. 5 of the German Civil Code (BGB) instead.
6. Maritim is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in text form in the contract. The statutory provisions shall remain unaffected with advance payments or a security for package tours.
7. In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, Maritim shall be entitled, also after the conclusion of the contract up to the commencement of the stay, to demand an advance payment or a security within the meaning of the above-mentioned No. 6 or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.

8. Furthermore, Maritim shall be entitled, at the commencement and during the customer's stay, to demand a reasonable advance payment or security deposit within the meaning of the above-mentioned No. 6, insofar as such has not already been paid pursuant to the above-mentioned No. 6 and/or No. 7.
9. The customer may only set-off, reduce or clear a claim by Maritim with a claim which is undisputed or decided with final, res judicata effect.

## IV. Withdrawal of the Customer (Cancellation, Annulment) / Failure to Use Hotel Services (No Show)

1. The customer can only withdraw from the contract concluded with Maritim, if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists or if Maritim gives its explicit consent to the withdrawal. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in text form.
2. To the extent that a date for a cost-free withdrawal from the contract has been agreed upon, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by Maritim. The customer's right of withdrawal shall expire if he does not exercise it in text form vis-à-vis Maritim by the agreed date.
3. Maritim is entitled to the contractual agreed rate even if the rooms are not used, if a contractual right of withdrawal was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and Maritim does not give its consent to the cancellation of the contract. Maritim must credit the income from renting the rooms to other parties as well as for saved expenses. If the rooms are not rented otherwise, Maritim can demand the contractually agreed rate and assess a lump sum for the saved expenses. In this case, the customer is obligated to pay 90 percent of the contractually agreed rate for lodging with or without breakfast as well as all-inclusive arrangements with contracted external services, 70 percent for half-board and 60 percent for full-board arrangements. The customer is at liberty to show, that the above-mentioned claim has not arisen at all or has not amounted to the demanded sum.

## V. Cancellation by Maritim

1. Insofar as it was agreed that the customer can withdraw from the contract at no cost up to a specific date, Maritim is entitled for its part to withdraw from the contract all or in part up to this specific date if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry thereof by Maritim with a reasonable deadline set, does not waive his right of withdrawal. The same applies to the granting of an option if other inquiries exist and the customer is, if requested by Maritim with a reasonable deadline set, not prepared to make a fixed booking.
2. Moreover, Maritim is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if
  - force majeure or other circumstances beyond Maritim's control render the fulfilment of the contract impossible;
  - hotel services are reserved with culpably misleading or false information or concealment regarding essential facts. The identity or solvency of the customer or the purpose of his stay can constitute essential facts;
  - Maritim has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of Maritim, its security or public reputation, without being attributable to Maritim's sphere of control or organisation;
  - the purpose or the cause of the stay is illegal;
  - there is a breach of clause I. No. 2 supra;
  - an agreed advance payment or an advance payment or security demanded pursuant to clause III. No. 6 and/or clause III. No. 7 is not made even after a reasonable grace period set by Maritim has expired.

3. Maritim is entitled to stop or cancel interviews and sales or similar events that have not been approved.
4. The justified withdrawal by Maritim does not constitute any claims for damages for the customer.
5. If, in case of a withdrawal according to No. 2 supra, Maritim has a claim for damages, Maritim may charge a lump sum for the claim. In this case, clause IV No. 3, sentences 2 to 5 apply accordingly.

#### **VI. Room Availability, Delivery and Return**

1. The customer does not acquire the right to be provided specific rooms insofar as this is not expressly agreed.
2. Unless an earlier time of arrival has been expressly agreed upon, reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date. Unless a later time of arrival has been expressly agreed upon or the respective room has been paid in advance, Maritim is entitled to let the booked room to another party after 6:00 p.m. without the customer being able to derive a claim against Maritim from this fact. There is no obligation to let the room to another person.
3. Rooms must be vacated and made available to Maritim no later than 12:00 noon on the agreed departure date. If the customer wishes to exceed this point of time, a longer availability can be agreed upon beforehand by paying a time-related charge, subject to vacancy.
4. If the customer uses the room after 12:00 noon without concluding an explicit agreement with Maritim prior to this, Maritim may charge 50 percent of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m. (but not less than the amount according to No. 3 supra), after 6:00 p.m. at least 90 percent. The customer is at liberty to prove that Maritim has no or a much lower claim for charges for use of the room.

#### **VII. Liability of Maritim**

1. Maritim is liable for harm inflicted on life, limb and physical health. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. Typical contractual obligations are those obligations that enable the proper execution of the contract and on whose fulfilment the customer relies and may rely. A breach of obligation of Maritim is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this clause VII. Should disruptions or defects in the performance of Maritim occur, Maritim shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum. Moreover, the customer shall be obliged to inform Maritim as soon as possible if an extraordinary high loss is liable to arise.

2. Maritim is liable to the customer for property brought into the hotel in accordance with the statutory provisions. It recommends the use of the hotel or room safe. If the customer wishes to bring with him money, securities, stocks, bonds or valuables with a value of more than € 800 or other things with a value of more than € 3,500, a separate safekeeping agreement is necessary.
3. Items that the customer has left behind are only forwarded at the customer's request, risk and costs. Maritim keeps such items for three months after which time they are, as far as they have any value, handed over to the local lost property office. If the local lost property office is not willing to take-over the items, they will be kept for further nine months and after that time disposed of or destroyed. With regard to Maritim's liability, No.1, sentences 1 to 5 supra shall apply respectively.
4. If the customer is provided with a parking space in the hotel garage or a hotel parking lot, this does not constitute a safe-keeping agreement, even if a fee is charged. Maritim has no monitoring obligation. Maritim only assumes liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and the contents thereof pursuant to the preceding No. 1, sentences 1 to 5. Maritim must be informed immediately about possible damages.
5. Wake-up calls are carried out by Maritim with the greatest possible diligence. Messages, mail, and merchandise deliveries for guests are handled with care. Maritim will deliver, keep, and for a fee forward such items (on request). Merchandise deliveries can only be kept if so agreed to beforehand. With regard to Maritim's liability, No. 1, sentences 1 to 5 supra shall apply respectively.

#### **VIII. Final Provisions**

1. Amendments and supplements to the contract or these general terms and conditions should be made in text form. Unilateral amendments and supplements by the customer are not valid.
2. For commercial transactions the place of performance and payment is the location of the respective Maritim hotel.
3. For commercial transactions the courts at Bad Salzflun shall have exclusive jurisdiction in the event of litigation, including cheque disputes. Maritim can also sue the customer – at Maritim's choice – at the location of the respective Maritim hotel or the domicile of the customer. The same applies insofar as a customer fulfills the requirements of section 38 para. 2 of the German Code of Civil Procedure (ZPO) and does not have a legal domicile in Germany.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Maritim does not take part in mediation on dispute regulation bodies for consumers.
6. Should individual provisions of these General Terms and Conditions for Hotel Accommodation Contracts be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.