

## **Terms and conditions**

The following terms and conditions apply only together with German law and the German AGBs are only applying in its German version!

Terms and conditions of the Hotel Kloster Johannisberg are for rental letting of rooms in the Hotel, for accommodating and conferences, as well as for all other services and deliveries performed by the Hotel.

### **1. Jurisdiction**

All performed services performed by the Hotel Kloster Johannisberg (further referred to only as Hotel) are delivered only on base of these terms and conditions. Other regulations, while they differ or oppose our/this terms and conditions are not accepted by the Hotel. These, our, terms and conditions apply even in cases when the Hotel performs or/and delivers bookings, orders or services knowingly of opposing and differing terms and conditions of the customer/guest.

### **2. Conclusion and partner of an agreement/contract**

1. The contract of accommodating (providing/letting of accommodation [Hotelaufnahmevertrag/Beherbergungsvertrag]) comes to a conclusion (is concluded) by the Hotel accepting the customer(s)/guest(s) application. The Hotel has the liberty to confirm the/a booking of a room(s)/accommodation(s) in a written way.

#### **2. Third person application**

Did a third person apply on behalf of the customer(s)/guest(s) is he/she together with the customer(s)/guest(s) responsible in the conclusion of the agreement/contract. Both persons who are mentioned above are held responsible for all liabilities resulting from the contract of accommodating (Hotelaufnahmevertrag/Beherbergungsvertrag) as far as the Hotel has a statement of the third persons' application.

### **3. Statutory period of limitation and liability**

1. Customers'/guests' claims of guaranty as well as other claims of compensation or damages are limited to a statutory period of one year.

#### **2. Cases of slight negligence**

The Hotel can be held responsible in cases of slight negligence only when essential duties (Kardinalspflichten) of the agreement/contract were violated, and as well in cases of injuries and in cases concerning the Produkthaftungsgesetz (law for the liability of the product).

3. As for the rest the liability of the Hotel, its representatives and/or its cooperatives, is limited in cases of criminal intent and gross negligence.

#### **4. Services, prices, payment, charges**

1. The Hotel is obligated to provide the accommodation(s)/room(s) that are/were booked by the customer/guest and to fulfil its services.

2. The customer/guest is obligated to pay the agreed price of the Hotel for the accommodation(s)/room(s) and every other service or delivery performed by the Hotel. This applies also for deliveries and services performed by the Hotel for third people on behalf (in the name) of the customer(s)/guest(s).

All agreed prices include VAT (gesetzliche Umsatz- bzw. Mehrwertsteuer).

In case that a period of time between conclusion of an agreement/contract and the fulfilment of this agreement/contract is longer than 4 (four) month and the price(s) that is usually demanded by the Hotel increased then the Hotel can increase the price(s) of the contract as well in a considered way but with a maximum increase of 5 (five) percent (%).

The prices can be changed by the Hotel when the customer(s)/guest(s) has further changes in number of the booked rooms/accommodations, the Hotels' services or the period of accommodating and the Hotel agrees upon this.

3. Prices and payment are immediately and without deduction due and payable/to pay. The Hotel is entitled to demand immediate payment of any outstanding charge and/or make any outstanding charge immediately payable. Case of any default of payment caused by the customer/guest entitle the Hotel to demand default interests of 8 % (eight percent) over (more than) the base interest rate. Any further assertions of default are strictly reserved to the Hotel.

4. A claim against the Hotels' demands of payment is only possible with acknowledged or legally established charges.

#### **5. The Customers'/guests' withdrawal/cancellation**

1. A customers'/guests' withdrawal from a concluded agreement/contract needs the Hotels' approval to be free of charge. If this is not the case then the customer/guest is obligated to pay the agreed price even when he/she did not use any of the services and deliveries that were agreed and a subletting did not succeed.

2. The contractual commitment does not apply in the case of the violation of the duties of the Hotel to be considerate to the customers'/guests' rights, interests and legally protected rights if it is not to be expected from the customer/guest to hold onto the agreement/contract or if he/she is entitled to any legal or contractual right of withdrawal.

3. In cases that the customer/guest could not lay claim to the accommodation/room and the Hotel received payment due to subletting or had less expenses due to less expenditure then the Hotel is obligated to set this off the customers'/guests' charges.

In latter case the customer is obligated to pay 90% (ninety percent) of the contractual agreed price for the accommodation including breakfast and 80% (eighty percent) for the accommodation without breakfast.

The customer/guest is at the liberty to prove that the Hotel experienced fewer disadvantages or has had less expenditure due to not being present but this shall not be seen as a turn of the legal demands of proof.

## **6. The Hotels' withdrawal**

1. The Hotel has the right to withdraw from an agreement/contract as far as customer/guest and Hotel arranged a right for the customer/guest to withdraw, free of charge, in a certain period of time. The right of the Hotel to withdraw applies after this agreed period of time when other guests/customer apply for the previously booked accommodation/rooms and the customer/guest who booked before doesn't disclaim/renounce his right of the free of charge withdrawal.

2. The Hotel has further the right to withdraw from an agreement/contract when the customer/guest did not manage to arrange an advanced payment that either was agreed or due by the applicability of the right/law for package tours (Pauschalreiserecht) and did repeatedly not manage to arrange payment for this advanced payment after a lawfully appropriate period of time given after the first deadline ran out.

3. Any other cases in which the Hotel has the unexpected right to withdraw from an agreement/contract have to have objectively justified reasons, such as:

- Acts of God or other unsatisfying situations that make it impossible for the Hotel to maintain and fulfil its duties and so to fulfil the contract/agreement.
- When the rooms/accommodations were booked with misleading and wrong facts as such as of the identification of the guests/customer or the purpose of the use of the rooms/accommodations.
- When the Hotel has justified reason to assume that the use of its service and deliveries is disturbing the smooth business routine, is jeopardising the safety or is damaging to the name of the Hotel in public.

## **7. Provision and return of the rooms/accommodations**

1. The customer/guest has no claim to certain rooms. Exceptions are made in cases of legalised bookings when the guest/customer desires such, but not when the booking of the room can not be maintained - out of reasons that are lying in the spheres of the guest/customer - after the contract/agreement was concluded.

2. Booked rooms are provided from 3 pm local time of the day of arrival. The guest/customer has no right to an earlier provision.

3. A booking is done with the premise that the customer/guest arrives till 10 pm local time. When the arrival is not until 6 pm local time then the law of providing accommodations (Beherbergungsvertrag) does not apply any longer and a claim of accommodating/the rooms does not exist any longer as well. Moreover the Hotel has then the right to let the room(s)/accommodation(s) to other applicants - see as well article 5.3. .

The Hotel has on the other hand the right to arrange individually with customers/guest a later time of arrival which, as far as it is possible, would need written confirmation.

The guest(s)/customer(s) might be delayed due to unforeseeable events as delays of the train, traffic jams, a break down of their vehicle or other and thus not be able to arrive at the arranged time or later than 6 pm local time. Cases like that obligate the customer/guest to inform the Hotel about the delay and the possible time of his/her arrival and that puts him/her into a position not to claim for the booked room/accommodation. However the Hotel can take in such cases the Credit Card No. of the customer/guest as security/guaranty for his/her arrival.

4. The customer(s)/guest(s) has(have) to check out on the agreed day of departure till/until 10 am local time and the rooms has to be cleared. After 10 am local time when the guest(s)/customer(s) did not check out has the Hotel the right to charge 50 % (fifty percent) of the full price (max. price of the list) for the accommodation(s)/room(s) for the longer use of it than contractually agreed. Stretches the not agreed use of the room(s)/ accommodation(s) beyond 6 pm local time then the Hotel has the right to charge 100 % (hundred percent) of the upper mentioned price. Contractual claims of the customer/guest are not justified by this. The customer/guest is at the liberty to prove that the Hotel experienced fewer disadvantages or has had less expenditure due to not being present but this shall not be seen as a turn of the legal demands of proof.

## **8. Final agreements**

1. The customer/guest needs a written agreement to withdraw from concluded agreement/contract.
2. The Hotel has the right to employ a third person(s)/company(s) to fulfil its contractual obligations/duties.
3. All deviations or secondary requests require the written form to become legal claim. This also applies for all verbal agreements.
4. Place of fulfilment and legal domicile are the headquarters of the Hotel. German law applies. The regulations of the UN-Kaufrechts are totally excluded.
5. The case that one or more of the above mentioned articles is or will be inoperative does not effect the remaining articles. All parties are obligated to agree in such case already now upon an article that is replacing the inoperative one and resembles it in its economic purpose. This also applies for the case of a legal gap in the contract.

Johannisberg, June 12<sup>th</sup> 2012