

General Terms and Conditions for Hotel Accommodation Contracts

I. Scope of application

1. These Terms and Conditions apply to Hotel Accommodation Contracts as well as all other services and deliveries provided by the hotel for the guest. The hotel is operated by Primestar GmbH, Tauentzienstr. 13, 10789 Berlin, Germany.
2. Deviating provisions, including those contained in the General Terms and Conditions of Business of the Guest or the Ordering Customer, shall not apply unless they are expressly recognised by the hotel in text form.

II. Conclusion of the contract, parties to the contract

1. Upon a booking request by the guest, a hotel accommodation contract (hereinafter referred to as "contract") shall be concluded with the corresponding booking confirmation by the hotel.
2. The contracting parties are the hotel and the guest. If a third party undertakes the booking on behalf of the guest, he shall be liable to the hotel as the ordering customer together with the guest as joint and several debtors for all obligations arising from the contract, provided that the hotel has received a corresponding declaration from the ordering customer. Irrespective of this, the ordering customer is obliged to pass on to the guest all information relevant to the booking, in particular these General Terms and Conditions.
3. The sub- and re-letting of the rooms provided as well as their use for purposes other than accommodation require the prior consent of the hotel in text form.

III. Services, prices, payment, set-off

1. Services provided by the hotel are the provision of rooms, the provision of other services such as breakfast, food and beverages in the room, in the hotel's own restaurants, consumption from the mini bar, expenses for the guest with third parties, services purchased from third parties, taxes, local and state fees and other costs incurred by or as a result of the accommodation of the guest, such as damage caused by the guest.
2. The hotel is obliged to keep the rooms booked by the guest available in accordance with these General Terms and Conditions and to provide the agreed services.
3. The guest is obliged to pay for the services of the hotel used by him at the prices shown in this respect and/or agreed prices.
4. The prices for the services are always inclusive of the applicable statutory value added tax.
5. If the period between the conclusion of the contract and the guest's arrival exceeds four months and if, after the conclusion of the contract, the statutory value added tax or any applicable local taxes and duties increase or if new local taxes and duties are introduced, the hotel reserves the right to increase or decrease the agreed prices by the amount by which the applicable value added tax or local taxes and duties have changed.
6. Services of the hotel are due for payment without deduction immediately after booking and/or provision of services and/or receipt of an invoice. The hotel may demand immediate payment from the guest at any time. The guest shall be in default at the latest if he does not make payment within 30 days of the due date and receipt of an invoice. The hotel may charge a reminder fee of € 5.00 for each reminder sent after default has occurred.
7. The hotel is entitled to demand a reasonable advance payment or security deposit from the guest upon conclusion of the contract in a form to be determined by the hotel (credit card guarantee, deposit or advance payment). The amount of the advance payment and/or security deposit and the payment dates may be agreed in the contract.

8. In justified cases, e.g. payment arrears on the part of the guest or extension of the scope of the contract, the hotel is entitled, even after conclusion of the contract until the start of the stay, to demand an advance payment and/or security deposit within the meaning of the preceding para. 5 or an increase in the advance payment and/or security deposit agreed in the contract up to the full agreed remuneration.
9. Furthermore, the hotel is entitled to demand a reasonable advance payment and/or security deposit in the sense of the preceding para. 7 from the guest at the beginning and during the stay for existing and future claims arising from the contract, insofar as such a payment has not already been made in accordance with the preceding para. 7 and/or para. 8.
10. The guest shall only be entitled to set-off against claims of the hotel if the guest's claims have been recognized by the hotel or by declaratory judgment.

IV. Rescission by the guest, cancellation

1. The hotel grants the guest a right of rescission (also in the sense of termination) at any time from the hotel services ordered by the guest or third parties for the guest. The following provisions shall apply:
 - a. In the event of the guest rescinding the booking, the hotel is entitled to reasonable compensation.
 - b. The hotel has the option to claim a lump sum compensation from the guest in the form of a compensation lump sum instead of a concretely calculated compensation. The lump sum compensation shall be calculated on the basis of the prices agreed for the hotel's services, in particular it shall amount to 90% of the contractually agreed price for overnight stays with or without breakfast, 70% of the contractually agreed price for overnight stays with half board and 60% of the contractually agreed price for overnight stays with full board arrangements. The guest shall be at liberty to prove that the hotel has suffered no loss or that the loss suffered by the hotel is less than the lump sum compensation demanded.
 - c. If the hotel calculates the compensation specifically, the amount of compensation shall not exceed the contractually agreed price for the service to be provided by the hotel less the value of the expenses saved by the hotel and what the hotel acquires through other uses of the hotel services.
2. The preceding provisions on compensation shall apply accordingly if the guest does not make use of the booked room or services without notifying the hotel in good time.
3. If the hotel has granted the guest an option in the contract to rescind the contract within a certain period without compensation, the hotel shall not be entitled to compensation. Decisive for the timeliness of the rescission notice is its receipt by the hotel. The guest must declare the rescission in text form.
4. If a lump sum payment in the event of rescission has been agreed in the contract, where applicable also staggered according to the time of rescission, this lump sum shall be deemed to have been agreed.

V. Rescission by the hotel

1. Insofar as the guest has been granted a right of rescission free of charge pursuant to clause IV para. 3, the hotel shall also be entitled to rescind the contract within the agreed period if there are enquiries from other guests about the booked rooms and the guest does not waive his right of rescission free of charge pursuant to clause IV para. 3 upon enquiry by the hotel setting a reasonable deadline. This applies accordingly in the case of granting an option, if other enquiries are received and the customer is not prepared to make a firm booking upon enquiry by the hotel setting a reasonable deadline.
2. If an advance payment or security deposit agreed or required above pursuant to clause III para. 7 and/or 8 is not made even

after expiry of a grace period set by the hotel, the hotel shall be entitled to rescind the contract.

3. Furthermore, the hotel shall be entitled to rescind the contract, in particular if
 - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
 - rooms are booked under misleading or false statements of material facts, e.g. concerning the person of the guest or the purpose;
 - the hotel has reasonable grounds to assume that the use of the hotel service may jeopardise the smooth operation of the business, the security or the reputation of the hotel in public without this being attributable to the hotel's sphere of control or organisation;
 - there is an unauthorised sub-or re-letting within the meaning of clause II para. 3;
 - a case of number VI para. 3 exists;
 - the hotel becomes aware of circumstances that the financial circumstances of the guest have deteriorated significantly after conclusion of the contract, in particular if the guest does not settle due claims of the hotel and/or does not provide sufficient security and therefore payment claims of the hotel appear to be at risk;
 - the guest has filed an application for the opening of insolvency proceedings against his assets, has submitted an affidavit pursuant to sec. 807 of the German Code of Civil Procedure (Zivilprozessordnung - ZPO), has initiated extrajudicial proceedings for the settlement of debts or has suspended his payments;
 - insolvency proceedings are opened against the guest's assets or the opening of such proceedings is rejected for lack of assets.
4. The hotel shall notify the guest of the exercise of the right of rescission in text form without delay.
5. In the aforementioned cases of rescission, the guest shall have no claim to compensation.

VI Arrival and departure

1. The guest does not acquire a claim to the provision of specific rooms unless the hotel has confirmed the provision of specific rooms in text form.
2. Booked rooms are available to the guest from 3 p.m. on the agreed day of arrival. The guest has no right to earlier availability.
3. Booked rooms must be occupied by the guest by 6 p.m. at the latest on the agreed day of arrival. Unless a later arrival time has been expressly agreed, the hotel has the right to assign booked rooms to other guests after 6 p.m. without the guest being able to derive any claims for compensation from this. The hotel has a right of rescission in this respect.
4. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 12.00 p.m. at the latest. Thereafter, the hotel may charge the daily room rate for the additional use of the room until 6.00 p.m., and 100 % of the full valid accommodation rate after 6.00 p.m., in addition to any damage incurred by the hotel as a result. The guest shall be at liberty to prove to the hotel that the hotel has not incurred any damage or that the damage is significantly lower.

VII Liability of the hotel, statute of limitations

1. Should disruptions or deficiencies occur in the hotel's services, the hotel will endeavour to remedy the situation upon the guest's immediate complaint. If the guest culpably fails to notify the hotel of a defect, a claim for reduction of the contractually agreed consideration shall not arise.
2. The hotel shall be liable to the guest in accordance with the statutory provisions for all damages arising from injury to life, body and health, as well as in the event of the assumption of a

guarantee on the part of the hotel and in the event of fraudulently concealed defects.

3. The hotel shall only be liable for all other damage not covered by clause VII para. 2 and caused by slightly negligent conduct on the part of the hotel, its legal representatives or its vicarious agents if such damage is attributable to the breach of a typical contractual obligation. In such cases, liability shall be limited to the foreseeable damage typical for the contract.
4. The preceding limitations of liability apply to all claims for damages regardless of their legal basis, including claims in tort. The preceding limitations and exclusions of liability shall also apply in cases of any claims for damages by a guest against employees or vicarious agents of the hotel. They do not apply in cases of liability for a defect following the assumption of a guarantee for the quality of an item or a work, in the case of fraudulently concealed defects or in the case of personal injury.
5. The hotel is liable to the guest for items brought into the hotel in accordance with the statutory provisions. The hotel recommends that guests make use of the possibility to store their belongings in the room safe or the central hotel safe.
6. Insofar as a parking space is made available to the guest in the hotel garage or in a hotel car park, even for a fee, this shall not constitute a custody agreement. The hotel is not obliged to monitor the parking space. In the event of loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and their contents, the hotel shall not be liable unless the hotel, its legal representatives or its vicarious agents are responsible for intent or gross negligence. In this case, the damage must be claimed against the hotel at the latest before leaving the hotel property.
7. Wake-up calls are carried out by the hotel with the utmost care. Claims for damages, except for gross negligence or intent, are excluded.
8. Messages, mail and consignment of goods for guests shall be handled with care. The hotel shall undertake the delivery, safekeeping and - on request - forwarding of the same against payment, as well as for lost property on request. Claims for damages, except for gross negligence or intent, are excluded. The hotel is entitled to hand over the aforementioned items to the local lost property office after a storage period of one month at the latest, charging an appropriate fee.
9. Claims for damages by the guest shall become statute-barred at the latest after two years from the time at which the guest becomes aware of the damage or, irrespective of such knowledge, at the latest after three years from the time of the damaging event. This shall not apply to liability for damages arising from injury to life, body or health or for other damages based on an intentional and grossly negligent breach of duty by the hotel, a legal representative or vicarious agent of the hotel.

VIII Final provisions

1. Amendments or supplements to the contract, the acceptance of the application or these General Terms and Conditions for Hotel Accommodation shall be made in text form. Unilateral amendments or supplements by the guest are invalid.
2. The place of performance and payment is the registered office of the hotel.
3. Place of jurisdiction - if the contracting party of the hotel is a merchant or legal entity under public law - is the registered office of the hotel or, at the hotel's discretion, Berlin, Germany. If the contracting party of the hotel has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel. However, the hotel shall be entitled to bring to trial legal actions and other legal proceedings also at the general place of jurisdiction of the guest.

4. The hotel is not willing and not obliged to participate in dispute resolution proceedings before a consumer arbitration board.
5. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
6. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

Status: August 2020