

## **General Terms and Conditions for Hotel Accommodations at the DoubleTree by Hilton Hannover Schweizerhof**

### **1. Scope**

1.1 These Terms and Conditions shall apply to contracts for the rental of hotel rooms for accommodation purposes as well as to all other related services and deliveries of the hotel, concluded between Schweizerhof Hotel GmbH & Co.KG, registered in the Commercial Register of the Local Court of Hanover under HRA 25366, as the operating company of the DoubleTree by Hilton Hannover Schweizerhof (the "Hotel") and third parties ("Guest") (Hotel Accommodation Contract). They do not apply to package tours within the meaning of § 651a BGB. The term "Hotel Accommodation Contract" encompasses and replaces the following terms: lodging, guest accommodation, hotel and hotel room contract.

1.2 General terms and conditions of the Guest shall only apply if this has been expressly agreed in writing.

### **2. Conclusion of Contract, Transfer to Third parties, Limitation Period**

2.1 By making a reservation, the Guest is making an offer to enter into a hotel accommodation contract. If the reserved room is available, the Guest will receive a reservation confirmation from the Hotel. Through this acceptance by the Hotel of the reservation made by the Guest, a Hotel accommodation contract is concluded between the Hotel and the Guest. If this contract is concluded with a commercial intermediary or organizer, the latter is obligated to ensure that the person for whom he is conducting or organizing the event concludes an identical contract with the Hotel. In this case, both contractual partners are jointly and severally liable towards the Hotel.

2.2 The subletting of the hotel rooms as well as any other transfer to third parties requires the prior written consent of the Hotel.

2.3 All contractual partners of the Hotel shall be jointly and severally liable towards the Hotel for rooms booked via

a call-off contingent (independent booking by the Guests specifying a call-off keyword) and thus made available to third parties.

2.4 Claims of the Guest against the Hotel are generally subject to a limitation period of one year from the statutory commencement of the limitation period. This does not apply to claims for damages or other claims arising from injury to life, body or health and/or due to a grossly negligent or intentional breach of duty by the Hotel.

### **3. Prices, Payment, Set-off**

3.1 The prices include the respective statutory value added tax. The Hotel is entitled to adjust the price for its services if (i) the period between the conclusion of the contract and the first day of accommodation exceeds 4 months, and (ii) the price generally charged by the Hotel for such services changes during this period, the Hotel may adjust the price accordingly.

Changes entitling to a price adjustment exist if tax, fees and adjustment rates are changed, new taxes, fees and charges previously unknown to the parties are introduced or if cost items (in particular personnel and operating costs) change or new cost items are established.

Currently, the state capital Hanover levies an accommodation tax. The tax is based on the overnight price per adult person. Please refer to the accommodation tax statute (BehStS) of the state capital Hanover for the amount of the fee due. This can be viewed under the following link: <https://www.visit-hannover.com/Hotels,-FeWo,-B-Bs-Erlebnispakete/Hotels,-Ferienwohnungen-und-Privatzimmer/Die-Beherbergungsteuer-in-Hannover>

The accommodation tax is not included in the room rate and is to be paid on site.

3.2 Invoices of the Hotel are payable within 7 days of receipt of the invoice without deduction. In the event of default

in payment, the Hotel is entitled to charge interest in the amount of 4 percent points above the respective base interest rate. The Guest has the right to prove a lower damage, the Hotel the right to prove a higher damage.

3.3 The Hotel is entitled to demand a reasonable advance payment or security deposit at any time. The amount of the advance payment and the payment dates may be agreed in writing in the contract.

3.4 The Guest may only set off undisputed or legally established claims against claims of the Hotel.

#### **4. Provision of Rooms, Handover and Return**

4.1 The guest does not acquire any right to the provision of specific rooms.

4.2 Booked rooms are available to the guest starting at 3:00 p.m. on the agreed arrival day. Unless the room has been paid for in advance or the guest has expressly indicated a later arrival time and guaranteed payment (in particular by indicating a valid credit card or providing a cost assumption guarantee), the hotel may assign booked rooms to other parties after 6:00 p.m. without the guest being able to derive any claims for compensation from this.

4.3 On the agreed departure day, the rooms must be vacated and made available to the hotel no later than 12:00 noon. Thereafter, the hotel may charge 50% of the full accommodation price (daily rate) for additional use of the room until 4:00 p.m., and 100% as of 4:00 p.m. onwards. The guest is free to prove that no or lower damages were incurred by the Hotel. Any claims for damages by the Hotel remain reserved.

#### **5. Withdrawal by the guest (Cancellation)**

5.1 If a right of withdrawal free of charge has been agreed with the guest up to a certain date in writing, the guest may withdraw from the contract free of charge up to such date. The right of withdrawal expires if the guest does not exercise it in writing to the Hotel by the agreed date.

5.2 If no free right of withdrawal has been agreed in writing or they have already expired, the Hotel is entitled to charge the agreed prices in the event of the guest's withdrawal, unless the guest's withdrawal is due to circumstances for which the hotel is responsible.

5.3 For rooms not used, the hotel shall take the income from renting the rooms to other parties as well as saved expenses into consideration when calculating the damages to be compensated by the guest. In this case, the hotel shall be at liberty to set a flat rate for the damages incurred and to be compensated by the guest. The guest is then obliged to pay 90% of the agreed price for overnight stay with or without breakfast, 70% for half-board and 60% for full-board arrangements.

5.4 Services by third parties or special services that become useless as a result of the cancellation shall be paid in any case.

5.5 The guest always has the right to prove a lower damage, the hotel the right to prove a higher damage.

5.6 In case of early departure, which is reported less than 24 hours before the new departure date, the following charges apply: In case of notification until 12 noon 50%, after 12 noon 100% of the agreed room rate.

#### **6. Withdrawal by the hotel**

6.1 If the reasonable advance payment requested by the hotel is not made even after expiration of a reasonable grace period set by the hotel including a notice to reject the booking, the hotel shall be entitled to withdraw from the contract.

6.2 If an option is granted (the Guest may withdraw from the contract free of charge within a certain period of time), the Hotel shall be entitled to withdraw from the contract if there are other requests for the rooms booked in the contract and the guest, at the request of the Hotel within a reasonable period of time, is not prepared to make a firm reservation.

6.3 Furthermore, the Hotel is entitled to withdraw from the contract for good cause, for example, if force majeure or other circumstances for which the Hotel is not responsible make performance of

the contract unreasonable (*unzumutbar*); if rooms are booked with misleading or false statements of material facts, e.g. of the Guest or without the consent of the Hotel for other than accommodation purposes; if the Hotel has reasonable grounds to believe that the Hotel service may jeopardize the smooth operation of the business, the safety or the reputation of the Hotel in public, without this being attributable to the control or organizational area of the Hotel or if the guest violates section 2.2. of these general terms and conditions.

## **7. Liability of the Hotel**

7.1 The Hotel shall be liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, the Hotel shall be liable for other damages based on an intentional or grossly negligent breach of duty by the Hotel as well as for damages based on an intentional or negligent breach of duties customary for the type contract. A breach of duty by the Hotel is equivalent to a breach of duty by its legal representatives, employees or vicarious agents (*Erfüllungsgehilfen*). If there should be any disruptions or deficiencies in the services of the hotel, the hotel shall endeavor to remedy this when it has knowledge thereof or upon a complaint being made without undue delay by the guest. The guest is obliged to contribute what it can be reasonably expected to contribute in order to remedy the disruption and minimize possible damage. Further claims for damages are excluded, unless otherwise provided for in these general terms and conditions.

7.2 The Hotel shall be liable for items brought into the Hotel in accordance with the statutory provisions. The claim shall expire if the Guest does not notify the Hotel immediately after becoming aware of the loss, destruction or damage of the item brought in. If the Guest wishes to bring money, securities and valuables with a value of more than EUR 800 or other items with a value of more than EUR 3,500 into the Hotel, a separate

written agreement with the Hotel is required in this regard.

7.3 Insofar as the Hotel provides parking spaces in the Hotel garage or in a Hotel parking lot, even for a fee, this does not constitute a custody agreement. The Hotel does not assume any duty of care for vehicles and contents. The Hotel is liable for vehicles and contents only in case of intent and gross negligence.

7.4 Guests use the fitness equipment and the sauna at their own risk. The Hotel is not liable for defects that are not immediately recognized even if the usual care is taken.

## **8. Continuation of the Hotel Operation by Third Parties**

Should the Hotel operation no longer be continued by the Hotel but by a third party, the Hotel is entitled to transfer the rights and obligations under this agreement to the third party. In this case, as well as in case of closure of the Hotel, the Hotel is also entitled to transfer the rights and obligations to a substitute hotel located in Hannover, provided that

- the substitute hotel is of a comparable standard and can provide the services under the agreement in substantially the same quality;
- the Hotel has notified the Guest of the planned transfer at least 3 weeks before the date of arrival and the Guest has not objected to the transfer for good reason.

If the Guest objects, this Agreement shall be deemed terminated, with the consequence that neither party shall be entitled to any claims arising from the Agreement and its termination.

## **9. No Smoking in the Hotel**

The Hotel is a non-smoking hotel. Therefore, smoking is prohibited in the public areas of the Hotel as well as in the guest rooms. In the event of a violation, the Hotel has the right to demand compensation from the Guest for the cleaning costs in the amount of 300,00 Euro to be incurred separately, including

any loss of revenue from the room not being able to be rented out as a result.

#### **10. Pets**

Bringing a pet is not permitted. Exceptions are dogs for the blind, the deaf and similar service dogs, which may be brought without prior notice and at any time.

#### **11. Data protection, use of the internet connection**

11.1 The data protection provisions in accordance with the Hilton Worldwide Holdings Inc. data protection policy, which can be viewed at <https://www.hilton.com/de/p/global-privacy-statement/>, shall apply.

11.2 The Guest is prohibited from engaging in illegal file sharing via the Internet connection provided by the Hotel. This includes any upload or download of copyrighted data in any form. The Guest shall be liable for all damages incurred by the Hotel and/or the rights holder due to the Guest's infringement.

#### **12. Miscellaneous**

12.1 Changes or amendments as well as cancellations of the contract or these terms and conditions for Accommodations require text form. This also applies to the cancellation of this formal requirement. Unilateral amendments or supplements by the Guest are invalid.

12.2 Should individual provisions of these terms and conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. The parties shall replace ineffective provisions by such provisions that come as close as possible to the intended economic purpose.

12.3 The place of performance and payment shall be the registered office of the Hotel.

12.4 German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

12.5 The exclusive place of jurisdiction - including for disputes regarding checks and bills of exchange - in commercial transactions shall be the registered office of the Hotel. If a contracting party fulfills the requirements of Section 38 (1) of the German Code of Civil Procedure (ZPO) and does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the Hotel.

12.6 Information in accordance with § 36 Consumer Dispute Settlement Act: The Hotel is in principle not willing and not obliged to participate in dispute resolution proceedings before a consumer arbitration board.