

# General Standard Terms and Conditions

## acora Hotel und Wohnen

Please note the following General Standard Terms and Conditions, which regulate the contractual relationship between yourself and the hotel and which you officially recognise at the time of your booking:

### 1. Conclusion of the Contract

1.1 The contract of accommodation is concluded as soon as rooms, spaces or other deliveries and services are ordered and undertaken. All reservations are confirmed in writing by acora Hotel und Wohnen. Where this is no longer possible for reasons of schedule, the customer receives a reservation number by telephone. Should the reservation confirmation differ from the content of the registration, the content of the reservation confirmation becomes the content of the contract where the guest does not object to it immediately after receipt, and at the latest with the acceptance of the services.

1.2 The conclusion of the contract of accommodation obliges the contractual partner to fulfil the contract, irrespective of the term for which the contract has been concluded. The concluded contract can only be terminated with specific reasons.

1.3 Should the customer not be identical with the guest, both parties are liable for all contractual obligations as joint debtors.

### 2. Arrival and Departure

2.1 Where not agreed otherwise in writing, reserved rooms are available to the guest from 3.00 p.m. on the day of arrival and must be vacated by 11.00 a.m. on the day of departure.

2.2 The reservation dates are binding for both contractual parties. Reserved rooms are only available to the beneficiary of the service for the agreed period of time. Use of the reserved rooms beyond the agreed term requires the consent of the hotel. In case of a planned departure after 11.00 a.m., the reception must give its agreement by 9.00 p.m. on the previous evening at the latest.

### 3. Services

3.1 We do not guarantee specific rooms but try to accommodate the guest with his special request. Should the agreed rooms not be available, the hotel is obliged to provide a replacement of equal value in the building or other buildings. The contractual scope of services of the hotel results from the written agreements. Should the agreement be made on the basis of full board on the part of the guest, the guest receives a midday meal on the first day and the service of the hotel ends with the provision of breakfast on the day of departure. Half-board principally includes breakfast and an evening meal. Differing board requests must be approved by acora Hotel und Wohnen. Should the guest, irrespective of the reasons for this, not make use of a booked meal, for example the breakfast, he does not have any legal claim either to a refund, also not on a proportionate basis, or to a reduction of any sort.

3.2 Should rooms or other services be reserved on an optional basis, the optional dates are binding for both parties. After the expiry of the agreed optional period, the hotel has free use of the optionally booked rooms and services without consultation.

3.3 Where not agreed otherwise in writing, prices are per room and overnight stay, including value added tax at the legally required rate. Any increase in value added tax after conclusion of the contract is incumbent upon the beneficiary of the service. The agreed prices can be changed by acora Hotel und Wohnen after the conclusion of the contract according to the prices valid at the time without prior notice if a period of more than 6 months between the conclusion of the contract and performance of the service expires. Any special conditions possibly extended must be mentioned directly at the time of booking or arrival. It is not possible to make changes or reductions at a later date.

### 4. Payment

4.1 Payment for the services booked is generally due before the departure of the guest. acora Hotel und Wohnen is entitled to demand advance payments at any time up to the total price for accommodation being expected after conclusion of the contract of accommodation. The hotel can, without justification, make any order and reservation or other service of any kind that is to be performed dependent upon the total or partial settlement in advance of the probable amount owed, i.e. in form of down payments, payments by instalment or total advance payments. acora Hotel und Wohnen may demand a valid credit card number of a credit card company accepted by acora Hotel und Wohnen as a guarantee of a reservation and the resultant services.

4.2 Should the invoice amount exceed three times the price of the overnight accommodation, acora Hotel und Wohnen is entitled to prepare individual interim invoices at the time, for example in the form of weekly invoices, and to demand their payment by the guest.

4.3 Interim invoices are payable by the guest immediately after receipt. Should the guest delay payment, the hotel has the right to terminate the agreement with immediate effect. acora Hotel und Wohnen reserves the right to assert other costs, in particular those resulting from the failure of rental to other parties. Invoices to companies, travel agents, etc. are only prepared if a written declaration of assumption of costs is submitted to the hotel by the invoice recipient on that company's official letter-head paper and this is accepted by the hotel. Such invoices are payable within fourteen days of the invoice date without reduction and in the currency shown on the invoice. The place of fulfilment for the payment obligations of the guest is the official seat of the hotel. This also applies if payment is credited to the guest.

4.4 acora Hotel und Wohnen is entitled to accept or deny credit cards as the case may be, even though the acceptance of credit cards in general is made public in the hotel. Incidentally, cheques, credit cards and other means of payment are only accepted upon fulfilment.

4.5 Prices for groups only apply on the basis of separate written agreements. Otherwise the group price lists of acora Hotel und Wohnen valid at that time are decisive. The effectiveness of every reservation for groups is also dependent upon a down payment of 90% of the services being reserved, in which case the down payment must be received at acora Hotel und Wohnen four weeks before the arrival of the group for the reservation to become finally effective. In case of group reservations the hotel reserves the right to reduce the quota of rooms not used and/or to change the agreed price if less than 75% of the agreed rooms are used.

### 5. Cancellation Conditions

In case of changed or cancelled orders of reserved hotel rooms, function rooms and arrangements, invoices are issued as follows:

#### 5.1 For group reservations

- Up to 6 weeks before arrival: no charge
- Up to 3 weeks before arrival: 50% of the agreed payments
- Less than 3 weeks before arrival: 90% of the agreed payments

The hotel defines a reservation as a group reservation where the number of people involved is 15 or above.

#### 5.2 For individual reservations

- Up to 2 days before arrival: no charge
  - From 2 days before arrival (after 12.00 noon): 90% of the agreed payments
- All order cancellations must be made in writing. The above cancellation fees are reduced by amounts which were received by re-letting the cancelled room or by re-selling the service provided. If a right of cancellation was not agreed or has already expired, there is also no legal right of revocation or cancellation. If the hotel does not agree to a contract cancellation, the hotel retains the entitlement to the agreed payment although the service has not been claimed. The hotel must thereby credit the income from re-letting of the rooms to other customers and credit the saved charges. If the rooms are not otherwise let, the hotel may discount the saved cost on a per diem basis. In this case the customer is obliged to pay at least 90 % of the contractually agreed fee for the overnight stay with or without breakfast and for per diem arrangements with external services, 70 % for half-board and 60 % for full-board arrangements. The customer may provide evidence that the claim did not arise at all or did not arise in the claimed amount.

#### 5.3 Events

The following cancellation periods are applicable in case of agreed events and the preparation of spaces:

- Over 30 days: no charging of the preparation costs
- From the 29th to the 15th day: charging of the preparation costs
- From the 14th to the 8th day: charging of the preparation costs plus reimbursement of 33 % of the lost turnover (meals); where this had not yet been specifically established: the minimum menu price banquet x the number of people shall apply
- From the 7th to the 3rd day: charging of the preparation costs plus reimbursement of 66 % of the lost turnover (meals); where this had not yet been specifically established: the minimum menu price banquet x the number of people shall apply
- Within 72 hours: charging of the preparation costs plus reimbursement of 80 % of the lost turnover (meals) shall apply; where this had not yet been specifically established: the minimum menu price banquet x the number of people shall apply

### 6. Liability

6.1 The guest or the event organizer is liable to acora Hotel und Wohnen for any damage caused by him or his guests.

6.2 acora Hotel und Wohnen is not liable to the guest or contractual partner if the performance of the service becomes impossible in case of a strike or due to an Act of God. acora Hotel und Wohnen shall endeavour in such cases to obtain other services of equal value.

6.3 acora Hotel und Wohnen is liable to the guest according to the regulations of the German Civil Code (up to 100 times the room price up to a maximum of € 3000); for money and valuables according to paragraph 702 of the German Civil Code, although only up to € 750, where it is the case that acora Hotel und Wohnen or its staff are at fault or the objects of value or money have been given to acora Hotel und Wohnen for safekeeping against a deposit.

6.4 Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is charged. The hotel assumes no liability for loss of or damage to motor vehicles parked or maneuvered on the hotel's property, nor the contents thereof, excepting in cases of intent or gross negligence. This also applies to the hotel's statutory representatives or employees.

6.5 In the case of events, it is incumbent upon the contractual partner to insure any objects brought with him against theft or damages or destruction. Liability on the part of acora Hotel und Wohnen is hereby excluded.

### 7. Termination

7.1 Should the guest use the spaces given to him for any purpose other than that agreed, acora Hotel und Wohnen has an extraordinary right of termination. Political events are to be clearly indicated at the time of registration. Should acora Hotel und Wohnen have justified reason to believe that an event will endanger the smooth commercial operation, the security or the reputation of the hotel or its guests, likewise in case of acts of God or internal disturbance, acora Hotel und Wohnen can also terminate the contractual relationship without notice.

7.2 The same applies in case an event organizer should, without the consent of acora Hotel und Wohnen, place an advertisement in a daily newspaper that serves as an invitation to selection interviews or sales events. In such cases, the hotel also has the right to the agreed reimbursement in case of termination.

### 8. Miscellaneous

8.1 Animals cannot be accepted into the acora Hotel und Wohnen. The accommodation of an animal by the guest also gives acora Hotel und Wohnen the right of termination. In these cases, the hotel also has the right to the agreed reimbursement.

8.2 The provision of wake-up calls, information and postal services involving the sending of goods by the hotel is without obligation. The guest may not derive any claims, whatever their nature, from these services.

8.3 Lost property (objects left behind at the hotel) is forwarded on request and against reimbursement of all costs. The period of safekeeping is 6 months.

8.4 In case of transportation of the guest by acora Hotel und Wohnen without legal consideration, liability is limited to instructions of the motor vehicle insurance for personal injury and injury to property.

8.5 At events, the bringing of meals and drinks is principally excluded. The decoration of the event areas requires a special agreement where it does not merely involve table decoration.

### 9. General

9.1 The hotel reserves the right to correct mistakes, and printing and calculation mistakes.

9.2 Where one or more regulations of the General Standard Terms and Conditions are or become ineffective, this does not affect the effectiveness of the contract and the remaining regulations in any way. In case individual regulations are nullified, the regulation bearing the closest economic resemblance to that originally intended and being legally admissible is to be applied.

9.3 Additions, modifications and ancillaries (of whatever type) require the written confirmation of both contractual parties in order to be legally effective.

9.4 The contract is otherwise subject to the laws of the Federal Republic of Germany. The place of jurisdiction is Sindelfingen.