

General Terms and Conditions (Extract)

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1. Conclusion of the contract

1.1. The contract shall be concluded at the point which the room/apartment and other services are ordered and confirmed or at the point when provided in the event that no confirmation was possible.

1.2. Deviating terms, also the extent included in the General Terms and Conditions of the Guest or the Ordering Party, shall not apply unless expressly approved by the hotel writing.

1.3. If the contract partner shall conclude a so-called allotment contract, the contract partner shall be liable for any damage that might be intentionally or negligently caused by the end-users.

2. Arrival and departure

2.1. Insofar as nothing to the contrary is agreed in writing, it is not possible to move into the room before 2 pm on the arrival day.

2.2. Rooms are to be vacated by 12 am on the day of departure. In the event that the room/apartment is not vacated by this time, H'Otello shall be entitled to charge 50% of the full daily room rate. In the case of a room being vacated after 3 pm, the full room rate may be charged.

2.3. Unless agreed otherwise, after 6 pm the hotel shall have the right to let a booked room to another party without any rights or claims accruing to the contract partner from this.

3. Services, prices

3.1. Services contractually agreed shall be based on the description in the prospectus and from information contained in the H'Otello accommodation/rental contract with reference to said services. In the absence of any specific price agreement, the prices published in the price information notice shall constitute the contractually agreed price.

3.2. In the event of an alteration to the statutory rate of VAT after conclusion of contract, the agreed price shall be amended respectively.

3.3. The Guest is obliged to pay the prices applying to or agreed on for the provision of accommodation and additional services he / she has made use of. This also applies to services and expenses of the hotel vis-à-vis third parties incurred for performances rendered upon the Guests request.

4. Payment

4.1. Payment for rooms/apartments shall be made in advance, long-term-stays - more than 15 nights - on the first day of the month in respect of the current month. Additional services as telephone, breakfast, garage etc. are not included in the room/apartment price and are payable on presentation of the interim or final invoice.

4.2. Upon receipt, invoices issued by the hotel shall become payable immediately without deduction. The Guest shall be in default at latest upon failure to pay within 30 days after the due date and receipt of an invoice. At occurrence of default, H'Otello is able charge a reminder fee of Euro 10.00 for every dunning letter.

4.3. Any default in payment shall entitle H'Otello to refuse to provide further services in respect of any current contract and furthermore the right of withdrawal from any contracts in respect of future services. H'Otello shall further be entitled to make charges in respect of any damages thus arising.

4.4. If the contract partner uses a credit card for payment without physically presenting it, the contract partner, unlike H'Otello shall not be entitled to repeal the charge with his credit card issuer.

4.5. Place of payment for all payment obligations shall be the location of the business.

4.6. A refund in respect of any services to which the renter is entitled but has not used is not possible.

5. Terms of cancellation

5.1. Outside of trade fairs / Oktoberfest:

Cancellation is free of charge up to 48 hours before arrival, otherwise we shall charge 90% of the value of the services ordered.

5.2. Trade fairs and the Oktoberfest:

Cancellation free of charge until 2 weeks before date of arrival, after this point we charge 90% of the value of the services ordered for the nights not used.

5.3. Non arrival:

By non arrival (No Show) we charge 90% of the value of the services ordered for the nights not used.

In that case the person, who made the reservation, is responsible and the total amount is charged by the deposited credit card.

5.4. Rescission by the hotel

Provided that the customer's right to cancel at no charge within a particular time period has been contractually agreed, the hotel is also entitled to withdraw from the contract within this time period.

6. Liability

6.1. The guest/renter shall be liable for all damages caused to H'Otello by him- or herself, by his or her guests or by other persons for whom he or she is responsible.

6.2. In case that the guest/renter does not show up or communicates any damage or default from hotel sight vis-a-vis to the hotel, he or she has now fall in price or any other reduction to request.

6.3. In the event the guest/renter does not follow the manifestations by the confirmation of reservation or prohibitive signs concerning non-smoking areas, an extra cleaning fee at the amount of EUR 30.00 per room/per night is charged. In case of an alarm and fire department mission, the guest accounts for all charges.

6.4. In the event the guest/renter uses the rooms provided for a purpose other than agreed, H'Otello shall be entitled to terminate the contract without notice. However, we shall claim payment of any room/apartment prices agreed in the amount of the reservation.

6.5. In the event H'Otello is prevented from providing services by act of god or strikes, no rights to compensation may be derived. H'Otello shall, however, be obliged to make every effort to arrange substitutional accommodations of equal value for the customer.

6.6. Insofar as H'Otello arranges outside services for the guest/renter, technical or other facilities from third parties on behalf of and on the account of the guest/renter, the guest/renter shall be liable for careful treatment and proper return of such facilities and indemnifies H'Otello in respect of all claims from third parties resulting from the transfer of such facilities.

6.7. H'Otello shall be liable for:

6.7.1. The correctness of description of services.

6.7.2. The proper provision of the contractually agreed services.

6.8. Guarantee:

6.8.1. In the event that a service is not provided or not provided in accordance with the contract or in a customary way, the guest/renter is entitled to request that such service be rectified.

6.8.2. The guest/renter may request a corresponding reduction in price in respect of a shortfall in service if such service or contractually agreed service is not provided after requests for remedial action. The guest/renter shall be obliged in the case of possible interruptions to service to undertake every reasonable action to contribute to the remedy of the interruption and limit the amount of possible damage. The Renter shall in particular be obliged to inform the management of any complaints without delay. In the event the renter does not fulfil these obligations, he or she shall not be entitled to this extent to make any claims.

6.8.3. If the guest is – even against payment – provided with a parking space in the garage or the car-park of the hotel, this shall not constitute the conclusion of a contract of bailment deposit. The hotel shall not have any surveillance obligations for the vehicles. If vehicles or the contents of vehicles parked or otherwise situated on the hotel premises are lost or damaged, the hotel shall be not liable unless the hotel, its legal representatives or its vicarious agents have caused such damage by wilful intent or gross negligence. In this case, the damage must be claimed vis-à-vis the hotel on departure from the Hotel at latest.

7. Special notices

7.1. Animals may not be brought by the Renter. It is not allowed to cook in the rooms without a kitchen.

7.2. Only the washing of small laundry items is permitted in the room/apartment.

7.3. In order to guarantee reliable delivery of mail, the guest/renter is requested to be sure to give his or her room/apartment number in this respect. No liability can be accepted in respect of loss, delay or damage.

7.4. H'Otello shall be entitled to request the guest/renter to cease or reduce unreasonable noise. The renter shall be obliged to comply with any such request made by H'Otello.

7.5. Any breach of the law on the part of the guest/renter shall entitle H'Otello to cancel the contract with immediate effect whilst retaining contractual claims for the period of the reservation. H'Otello shall be refunded any demonstrable damages arising in excess of this.

7.6. Cancellation of contract shall further be permitted in the event of protracted or infectious illness on the part of the Renter.

7.7. Wake up calls are carried out with utmost care. Any claims for damages arising from errors in respect of such calls, however, are excluded.

7.8. Information of every kind is issued to the best of our knowledge. We cannot, however, accept any liability in respect of this.

7.9. Lost property items will be returned at the guests/renters own cost, only on request. H'Otello shall be obliged to retain such items for 6 months.

7.10. No liability is accepted in respect of money and valuables. Guests are requested to leave money and valuables in the safe at the reception.

7.11. In the event of loss of/damage of the room card, garage or parking place key a charge of Euro 10.00 shall apply.

7.12. H'Otello cannot accept any liability in respect of articles left at reception for chemical cleaning.

7.13. Even in the event of ordering, the guest/renter shall receive no claims in respect of provision of specific and certain rooms. In the event that accommodation agreed on is not available, the company shall be obliged to make every endeavour to find replacement accommodation of equal value in this or another hotel.

8. Data protection and data retention

8.1 The guest agrees that all connection data which emerge as a result of his internet usage will be stored for a period of six months as required by law. The guest data will be deleted immediately after the time limit for data storage has expired.

8.2 In detail, the following data will be stored (in accordance with § 113a TKG): MAC addresses of the user's network interface card, IP address, start and end time of the connection as well as the connection data. A connection includes the source and target IP address, port numbers, protocol type and the status of the internet connection. This data will be linked with the personal data left behind upon registration.

8.3 H'Otello commits oneself to not share the collected stock data or the personal data with others and also to protect this data from any access of unauthorized third parties. An issue of stock data will only occur for purposes of legally entitled public investigative bodies.

9. General

9.1. In respect of all disputes arising from this contract and its fulfilment jurisdiction of the court at the location of business is agreed insofar as this is legally admissible.

9.2. In the event that a condition contained within the General Terms and Conditions becomes invalid, the validity of other conditions shall not be affected. A corresponding condition shall apply in lieu of the invalid condition. Oral agreements shall only become effective as soon as said agreements are confirmed in writing by H'Otello.

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