

General Terms and Conditions for the Hotel Accommodation Contract of b'mine hotels GmbH and their hotels

1 Scope of application

a. These General Terms and Conditions (GTC) apply to all services provided by the hotelier to the guest, the organiser and other contractual partners (hereinafter referred to as "contractual partner" or "customer"). Hoteliers are all operating companies of b'mine hotels GmbH and its subsidiaries. In particular, the services consist of the rental of hotel rooms and other premises for use against payment, e.g. for seminars, conferences, presentations, conferences, banquets and other events, the sale of food and beverages (F&B), the organisation of cultural and sporting events and other programmes, the implementation of special health-promoting measures or comparable offers as well as for all further services and deliveries associated therewith. The hotelier is entitled to perform his services through third parties.

b. These GTC refer to all types of contract such as hotel accommodation, package tour, contingent or event contracts that are concluded. The General Terms and Conditions shall also apply to all future transactions with the contracting party.

c. The General Terms and Conditions of the contractual partner shall not apply, even if they are not expressly contradicted. Counter-confirmations of the contractual partner with reference to his general terms and conditions are hereby contradicted.

2 Conclusion of Contract, Contract Partner, Statute of Limitations

a. The contractual partners are the hotelier and the customer/guest. The contract is concluded through the hotelier's acceptance of the customer's application. The hotelier is free to confirm the room booking in text form. If a third party makes the booking for the guest, it shall be liable to the hotel as ordering party together with the guest as joint debtor for all obligations arising from the contract, provided that the hotel has received a corresponding declaration from the ordering party. Irrespective of this, each customer is obliged to forward all information relevant to the booking, in particular these General Terms and Conditions, to the guest.

b. All claims against the hotelier shall generally expire one year after the start of the statutory limitation period. This shall not apply to claims for damages and other claims if the latter are based on an intentional or grossly negligent breach of duty on the part of the hotelier.

3 Services, Prices, Payment, Offsetting

- a.** The hotelier is obliged to keep the rooms booked by the customer available and to provide the agreed services.
- b.** The subletting or subletting of the rooms provided and their use for purposes other than accommodation require the prior consent of the hotelier in text form, whereby § 540 Paragraph 1 Sentence 2 BGB is waived unless the customer is a consumer.
- c.** The customer shall be obliged to pay the agreed or applicable prices of the hotelier for the provision of rooms and other services used. This also applies to services commissioned directly by the customer or via the hotelier, which are provided by third parties and disbursed by the hotelier.
- d.** The agreed prices include the taxes and local levies applicable at the time of conclusion of the contract. Not included are local taxes which are owed according to the respective local law of the guest, such as visitor's tax.
- e.** In the event of a change in the statutory value-added tax or the introduction, change or abolition of local taxes on the object of performance after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion of the contract and performance of the contract exceeds four months.
- f.** The hotelier may make his consent to a subsequent reduction in the number of rooms booked, the hotelier's services or the duration of the customer's stay requested by the customer dependent on the price for the rooms and/or for the hotelier's other services increasing.
- g.** Invoices of the hotelier without due date shall be payable without deduction within ten days of receipt of the invoice. The hotelier may demand immediate payment of due receivables from the customer at any time. In the event of default in payment by the customer, the statutory provisions shall apply. The hotelier reserves the right to prove higher damages.
- h.** The hotelier is entitled to demand an appropriate advance payment or security deposit from the customer, for example in the form of a credit card guarantee, upon conclusion of the contract. The amount of the advance payment and the payment dates can be agreed in the contract in text form. In the case of advance payments or security deposits for package tours, the statutory provisions shall remain unaffected. In the event of default of payment by the customer, the statutory provisions shall apply.
- i.** In justified cases, e.g. payment arrears of the customer or extension of the scope of the contract, the hotelier shall be entitled, even after conclusion of the contract and until the

beginning of the stay, to demand an advance payment or provision of security within the meaning of the above paragraph 3.h. or an increase in the advance payment or provision of security agreed in the contract until the full agreed remuneration.

j. At the beginning and during the stay, the hotelier shall also be entitled to demand from the customer an appropriate advance payment or security deposit within the meaning of the above paragraph 3.h. for existing and future claims arising from the contract, insofar as such payment has not already been made in accordance with the above paragraph 3.h. and/or paragraph 3.i. The hotelier shall also be entitled to demand from the customer an appropriate advance payment or security deposit within the meaning of the above paragraph 3.h. for existing and future claims arising from the contract.

k. The customer may only offset or set off an undisputed or legally binding claim against a claim of the hotelier.

4 Events

a. In order to enable careful preparation by the hotelier, the contractual partner must inform the hotelier of the final number of participants at least seven days before the start of the event. If the contractual partner informs the hotelier of a higher number of participants than the agreed number, this higher number will only become part of the contract if the hotelier agrees to this in writing. If the hotelier does not agree in writing, the contractual partner is not entitled to hold the event with a higher number of participants. If the hotelier agrees, the invoice shall be based on the new agreement (with additional expenses if necessary). The contractual partner is not entitled to consent. Irrespective of the notification of the number of participants, invoicing shall be based on the contractual agreements. If fewer participants take part in the event, this is irrelevant for billing purposes.

b. If the agreed time of the beginning of an event is postponed, the hotelier shall be entitled to invoice the contractual partner for all additional costs incurred as a result.

c. Reserved rooms shall only be available to the contractual partner within the period agreed in writing. Any use beyond this shall require the written consent of the hotelier and shall only be granted against additional payment. We reserve the right to make room changes insofar as these are reasonable for the contractual partner, considering the interests of the hotelier.

d. For events that extend beyond midnight, the hotelier may charge € 50.00 plus statutory value-added tax per service employee booked and per hour or part thereof. The contractual partner is liable to the hotelier for additional services to the event participants or to third parties in connection with the event.

- e.** The contractual partner shall procure all official permits at its own expense, unless expressly agreed otherwise in writing. The contractual partner shall be responsible for compliance with all relevant (regulatory) legal requirements. Fees payable to third parties for the event, e.g. GEMA fees, entertainment tax, etc., shall be paid immediately by the contracting party to the creditor.
- f.** The contracting party shall be liable for the conduct of its employees, event participants and other assistants as for its own conduct. The hotelier may require the contractual partner to provide appropriate securities (e.g. insurance, deposits, guarantees).
- g.** In order to prevent damage, the attachment and installation of decorative material or other objects must be coordinated with the hotelier in advance. Exhibition and other objects brought along must be removed after the end of the event. If the contractual partner does not comply with this regulation, the hotelier shall have the right to remove and store the goods for a fee. Transport packaging, outer packaging and all other packaging materials brought in must be disposed of by the contractual partner at his own expense. Disposal can be made at the expense of the customer if the customer leaves the packaging behind at the end of the event. All items brought in during the event, such as decorative material etc., must comply with all relevant regulations.
- h.** The hotelier does not provide insurance cover for objects brought in. The conclusion of a necessary insurance policy is exclusively the responsibility of the contractual partner.
- i.** Disturbances or defects in facilities provided by the hotelier shall be remedied to the extent possible for the hotelier. The contractual partner may not derive any claims in this connection.
- j.** If the contractual partner introduces its own electrical systems, the hotelier's consent shall be required before connection to the power grid. The electricity consumption incurred shall be calculated based on the valid provision and working prices charged by the supply company to the hotelier. The hotelier is free to charge a flat rate. Any faults or defects in the hotelier's technical equipment caused by connection shall be borne by the contractual partner.
- k.** If the hotelier procures technical or other facilities from third parties on behalf of the contractual partner, the hotelier shall act in the name and for the account of the contractual partner; the contractual partner shall be liable for the careful treatment and proper return of these facilities and shall indemnify the hotelier against all claims of third parties upon first written request. Liability on the part of the hotelier due to late procurement or defectiveness of the procured facilities is excluded.
- l.** The contractual partner may not sell food and drinks at the events in principle.

5 Withdrawal by the customer (cancellation) / non-use of the hotelier's services (payment of compensation)

a. The customer may only withdraw from the contract concluded with the hotelier if a right of withdrawal has been expressly agreed in the contract, if there is another statutory right of withdrawal or if the hotelier expressly agrees to the cancellation of the contract. The agreement of a right of withdrawal as well as the possible consent to a cancellation of the contract shall be made in text form in each case.

b. If a date for free withdrawal from the contract has been agreed between the hotelier and the customer, the customer may withdraw from the contract until then without triggering any payment or compensation claims on the part of the hotelier. The customer's right of withdrawal expires if he does not exercise his right of withdrawal from the hotelier by the agreed date.

c. If a right of rescission has not been agreed or has already expired, there is also no statutory right of rescission or termination and if the hotelier does not agree to a cancellation of the contract, the hotelier shall retain the claim to the agreed remuneration despite non-use of the service. The hotelier shall set off the income from other letting of the rooms as well as the saved expenses. If the rooms are not rented elsewhere, the hotelier may charge a flat-rate deduction for saved expenses. In this case, the customer is obliged to pay at least 90% of the contractually agreed price for accommodation with or without breakfast as well as for package arrangements with external services, 70% for half board and 60% for full board arrangements. The customer is free to prove that the aforementioned claim did not arise or did not arise in the required amount.

d. If the hotelier's obligation to provide services exists in addition to the provision of board and lodging in the organisation of a leisure programme as a remunerated personal service, this constitutes a so-called package travel contract. The contract partner cannot assert any claims due to changes, deviations or reductions in individual services within the framework of a package travel contract which become necessary after conclusion of the contract if they are merely insignificant. In the case of brokered services (not package tours), the hotelier is not liable for the provision of services by external service providers or transport companies, but only for the proper brokerage of the travel service and for the proper forwarding of the service provider's information to the participant. In the case of a package tour, the hotelier's liability for damage that is not bodily injury is limited to three times the tour price, insofar as damage to the contractual partner was caused neither intentionally nor through gross negligence, or insofar as the hotelier is responsible for damage caused to the contractual partner solely through the fault of a service provider.

6 Withdrawal by the hotelier

a. If it has been agreed that the customer can withdraw from the contract free of charge within a certain period, the hotelier shall be entitled to withdraw from the contract during this period if there are inquiries from other customers about the contractually booked rooms and the customer does not waive his right to withdraw from the contract at the hotelier's request with an appropriate deadline.

b. The hotelier shall be entitled to withdraw from the contract (§ 323 BGB) or to terminate the contract (§ 314) in accordance with the statutory provisions if:

- ⇒ the contractual partner does not render a due service
- ⇒ the fulfilment of the contract is impossible due to force majeure, strike or other circumstances for which the hotelier is not responsible
- ⇒ the contractual partner makes misleading or false statements about essential data; the identity of the customer, the solvency or the purpose of the stay can be essential;
- ⇒ the contractual partner uses the name of the hotelier with advertising measures without prior written consent
- ⇒ rooms covered by the contract are sublet in whole or in part without the hotelier's written consent
- ⇒ the hotelier has good reason to believe that the use of the hotel's services may endanger the smooth running of the business, the safety or the reputation of the hotelier in public.
- ⇒ the purpose or cause of the stay is unlawful.

The hotelier must inform the contractual partner in writing of the exercise of the withdrawal/termination immediately, at the latest within 14 days of the reason becoming known. The cancellation of the contract by the hotelier shall not give rise to any claims by the contractual partner for damages or other compensation. The hotelier's claim for compensation for any damage it has incurred and the expenses it has incurred shall remain unaffected in the event of justified termination of the contract.

7 Provision, handover and return of rooms

a. The customer shall not acquire any claim to the provision of specific rooms unless this has been expressly agreed.

b. Booked rooms are available to the customer from 15:00 on the agreed day of arrival. The customer is not entitled to earlier availability. Booked rooms must be occupied by the guest by 6 p.m. on the agreed arrival day at the latest. Unless a later arrival time has been expressly agreed, the hotel shall have the right to allocate booked rooms elsewhere after 6 p.m. without the guest being able to derive any compensation claims from this. The hotel shall be entitled to withdraw from the contract in this respect.

C. On the agreed day of departure, the rooms must be vacated and made available to the hotelier by 12:00 noon at the latest. Thereafter, the hotelier may charge 50% of the full accommodation price (list price) until 6 p.m. due to the delayed evacuation of the room for its use in excess of the contract, and 90% from 6 p.m. onwards. Contractual claims of the customer are not justified by this. He is at liberty to prove that the hotelier has no or a substantially lower claim to usage fees.

8 Liability of the hotelier

a. The hotelier is liable for damages for which he is responsible resulting from injury to life, body or health. Furthermore, the hotelier shall be liable for other damages resulting from an intentional or grossly negligent breach of duty on the part of the hotelier or from an intentional or negligent breach of contract-typical duties on the part of the hotelier. A breach of duty on the part of the hotelier is equivalent to a breach of duty on the part of a legal representative or vicarious agent. Further claims for damages are excluded unless otherwise stipulated in this section 8. Should disruptions or defects occur in the hotelier's services, the hotelier shall endeavor to remedy them upon knowledge or upon immediate complaint by the customer. The customer is obliged to make reasonable contributions in order to remedy the disruption and keep any possible damage to a minimum.

b. The hotelier shall be liable to the customer for any items brought in in accordance with the statutory provisions. The hotelier recommends the use of the hotelier's safe or room safe. If the guest wishes to bring in money, securities and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with the hotelier.

C. If a parking space is made available to the customer in the hotel garage, Car Loggia or on the hotel parking lot, even against payment, this shall not constitute a safekeeping agreement. In the event of loss of or damage to motor vehicles parked or manoeuvred on the hotel premises and their contents, the hotelier shall only be liable in accordance with the above Clause 8, Sentences 1 to 4.

d. Wake-up orders shall be executed by the hotelier with the greatest care. Messages, mail and consignments of goods for the guests shall be handled with care. The hotelier shall be responsible for delivery, storage and - upon request - forwarding of the same for a fee. The hotelier shall only be liable in accordance with the above Section 8, Sentences 1 to 4.

9 Final provisions

a. Should individual provisions of these General Terms and Conditions 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.

b. Amendments and supplements to the contract, the acceptance of the application or these General Terms and Conditions shall be made in text form. Unilateral changes or additions by the customer are ineffective.

c. Place of performance and place of payment for both parties shall be the registered office of the respective hotel.

d. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of law's provisions is excluded.

e. Except for private end consumers, Berlin is agreed as the exclusive place of jurisdiction for all claims arising from or based on the respective contract. If a contractual partner does not have a 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 institute legal proceedings at the general place of jurisdiction of the guest.

10 Alternative Dispute Resolution pursuant to Art. 14 para. 1 ODR-VO and § 36 VSBG

a. The EU OS platform for out-of-court online dispute resolution can be reached via the following link: <http://ec.europa.eu/consumers/odr/>
Our e-mail address is: info@bmine.de

b. We are not obliged to participate in a dispute settlement procedure before a consumer arbitration board and are not prepared to do so in principle.

Berlin, December 2019