

Terms and Conditions of Speyerer Veranstaltungs- und Messe GmbH & Co. KG (Hotels Sinsheim) for hotel accommodation and all services rendered by Hotel Sinsheim

I Scope of Applicability

1. These Terms and Conditions of Business govern contracts for the rent of rooms and conference rooms in the Hotel Sinsheim for accommodation purposes and conferences, meetings, trade fairs and banquets, as well as all other goods and services rendered by Hotel Sinsheim for the customer.
2. In order to sublet the rooms that have been rented, to use the hotel rooms for other purposes than for accommodation, for public invitations or other advertising purposes, for interviews, sales or similar events the customer must obtain the prior written consent of Hotel Sinsheim who may also demand payment of an additional remuneration. § 540 paragraph 1, sentence 2 of the German Civil Code is not applicable insofar as the customer is not a consumer.
3. The customer's general terms and conditions only apply if this is previously expressly agreed in writing

II Conclusion of Contract, Parties, Liability, Statute of Limitations

1. The contract shall come into force upon Hotel Sinsheim's acceptance of the customer's application. At its discretion, Hotel Sinsheim may confirm the room reservation in writing.
2. If a third party placed the order on behalf of the customer, then the aforementioned third party, together with the customer shall be liable as joint debtor vis-à-vis Hotel Sinsheim for all obligations arising from the hotel accommodation contract only if Hotel Sinsheim has an appropriate declaration to this effect from the third party.
3. The customer must inform Hotel Sinsheim without being asked, at the latest upon conclusion of the contract, if the customer's use of the hotel service/s is likely to endanger the smooth operation of the hotel, the security or the reputation of Hotel Sinsheim in the public eye.
4. Any claims against Hotel Sinsheim shall be limited to one year after the commencement of the general statute of limitations stated in § 199, paragraph 1 German Civil Code. Damage claims are limited to five years after commencement of the aforesaid statute of limitations. The reduction of the statute of limitation periods shall not apply to claims which are based on an intentional or grossly negligent breach of obligation by Hotel Sinsheim.

III Services, Prices, Payment, Set-Off

1. The customer is obliged to pay the applicable or agreed prices of Hotel Sinsheim for rooms provided and for other services supplied. This shall also apply to services and outlay to third parties which Hotel Sinsheim provides upon the customer's express wish.
2. If the period between the conclusion and the fulfillment of the contract is longer than 4 months and if the applicable rate of value added tax is increased during this period, the prices will be adjusted accordingly.
3. If the period between conclusion and fulfillment of the contract exceeds four months and if the price generally charged by Hotel Sinsheim for such services increases, then Hotel Sinsheim may raise the contractually agreed price appropriately by a maximum of ten per cent.
4. Moreover, Hotel Sinsheim may change prices if the customer later wishes to make changes to the number of rooms reserved, the hotel services to be provided, or the length of guests' stay, subject to Hotel Sinsheim consenting to such changes.
5. Unless otherwise agreed, Hotel Sinsheim's invoices are payable and due in full within ten days of receipt. Hotel Sinsheim is entitled at any time to make accumulated accounts receivable due and to demand payment without undue delay. Upon default of payment, Hotel Sinsheim is entitled to demand the appropriate applicable statutory default interest. Hotel Sinsheim reserves the right to prove greater damage
6. For each reminder in case of default Hotel Sinsheim is entitled to demand a fee of € 5. The customer is at liberty to prove that Hotel Sinsheim has incurred no or lesser costs.
7. Hotel Sinsheim is entitled to demand a reasonable advance payment or deposit as security upon conclusion of the contract or thereafter, providing the legal provisions for package tours are adhered to. The amount of the advance payment and payment dates may be included in writing in the contract.
8. The customer may only set-off or reduce a claim by Hotel Sinsheim with a claim which is undisputed or decided with final, res judicata effect

IV Repudiation by Customer (Cancellation, Annulment) / Failure to use Hotel Services (No Show)

1. Cancellation by the customer of the contract concluded with Hotel Sinsheim requires Hotel Sinsheim's written consent. If consent is not given, then the price agreed in the contract must be paid even if the customer does not make use of the contractual services. This shall not apply with the breach of obligation of the Hotel Sinsheim to take into account the rights, objects of legal protection and interests of the customer, if abiding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.

2. To the extent that Hotel Sinsheim and the customer agreed in writing upon a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by Hotel Sinsheim. The customer's right of cancellation shall expire if he does not exercise his cancellation right in writing vis-à-vis Hotel Sinsheim by the agreed date, insofar as no case pursuant to No. 1, sentence 3 supra exists.
3. If rooms are not used by the customer, Hotel Sinsheim must give an appropriate credit for the income from renting the rooms to other parties and also for saved expenses.
4. At their discretion Hotel Sinsheim may demand the contractually agreed compensation and make a flat rate deduction for saved expenses. In this case, the customer is obligated to pay 90 per cent of the contractually agreed rate for accommodation with or without breakfast or for packages including external services, 70 per cent for accommodation with half board, and 60 per cent for accommodation with full board packages. The customer is at liberty to show that the claim mentioned above was not incurred or not incurred to the amount demanded.

V Cancellation by Hotel Sinsheim

1. To the extent that a right of gratis cancellation within a certain period is agreed in writing with the customer, Hotel Sinsheim is entitled for its part to cancel the contract during that period if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission upon inquiry thereof by Hotel Sinsheim. The same applies to the granting of an option if there are other inquiries and the customer is, if requested by Hotel Sinsheim, not prepared to make a fixed booking.
2. If an agreed advance payment or an advance payment demanded pursuant to Item III, No. 6 supra is not made even after a reasonable period of grace set by Hotel Sinsheim has expired, then likewise entitled to cancel the contract.
3. Moreover, Hotel Sinsheim is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if
 - force majeure or other circumstances for which Hotel Sinsheim is not responsible make it impossible to fulfill the contract;
 - rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose;
 - Hotel Sinsheim has just cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to Hotel Sinsheim's sphere of control or organisation;there is a breach of the item I. No. 2 supra
4. Hotel Sinsheim is entitled to stop or cancel interviews and sales or similar events that have not been approved
5. The customer can derive no right to compensation from justifiable cancellation by Hotel Sinsheim
6. If, in case of a cancellation according to No. 2 or 3 supra, Hotel Sinsheim has a claim for damages, Hotel Sinsheim may charge a lump sum for the claim. In this case, clause IV No. 4, sentences 2 and 3 apply accordingly.

VI Room Availability, Delivery and Return

1. The customer does not have the right to be provided with specific rooms or conference rooms.
2. Reserved rooms are available to the customer from 2:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability. Unless a later time of arrival has been expressly agreed upon or the respective room has been paid in advance, Hotels Sinsheim is entitled to let the booked room to another party after 6:00 p.m. without the customer being able to derive a claim against Hotel Sinsheim from this fact. This is without effect on any claims from Hotel Sinsheim resulting from clause IV. There is no obligation to let the room to another person.
3. Rooms must be vacated and made available to Hotel Sinsheim no later than 11:00 a.m. on the agreed departure date. After that time, on the grounds of the delayed vacating of the room resulting in use exceeding the contractual time, Hotel Sinsheim may charge 50 per cent of the full accommodation rate (list price) for the additional use of the room until 6:00 p.m. (after 6:00 p.m.: 100 per cent). The customer is at liberty to prove that the charge mentioned was not incurred or not incurred to the amount demanded.

VII Liability of Hotel Sinsheim

1. Hotel Sinsheim mislikewise is liable to exercise the duty of care of an ordinary merchant pursuant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such that result from injury to life, body or health when Hotel Sinsheim is responsible for the breach of the

obligation, furthermore other damage resulting from an intentional or grossly negligent breach of obligation by Hotel Sinsheim and damage resulting from an intentional or negligent breach of similar typical contractual obligations of Hotel Sinsheim. A breach of obligation by Hotel Sinsheim is deemed to be equivalent to a breach of a statutory representative or employee. Should disruptions or defects in the performance of Hotel Sinsheim occur, Hotel Sinsheim shall, upon gaining knowledge thereof or upon objection from the customer, act to remedy such without undue delay. The customer is obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum. Moreover, the customer is obliged to inform Hotel Sinsheim as soon as possible if an extraordinary high loss is liable to arise

2. Hotel Sinsheim is liable to the customer for property brought in to the hotel in accordance with the statutory provisions, i.e., up to one hundred times the room rate, not to exceed an amount of € 3,500 and for cash, securities and other valuables not exceeding an amount of € 800. Cash, securities and valuables up to a maximum value of € 5000 may be stored in the hotel safe. Hotel Sinsheim recommends that guests make use of these possibilities. Liability claims expire unless the customer notifies Hotel Sinsheim immediately after gaining knowledge of the loss, destruction, or damage (§ 703 German Civil Code). With regard to more extensive liability of Hotel Sinsheim, No. 1, sentences 2 to 4 supra shall apply respectively.

3. Items that the customer has left behind are only forwarded at the customer's request, risk and costs. Hotel Sinsheim keeps such items for three months after which time they are, as far as they have any value, handed over to the local lost property office. No. 1, sentences 2 to 4 supra shall apply respectively.
4. If the customer is provided with a parking space in the hotel garage or an open air hotel parking space, this does not constitute a safekeeping agreement, even if a fee is charged. Hotel Sinsheim has no monitoring obligation. Hotel Sinsheim assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property or in a parking space, nor the contents thereof, excepting cases of intent or gross negligence. No. 1, sentences 2 to 4 supra shall apply respectively. Hotel Sinsheim must be informed immediately about possible damage.
5. Wake-up calls are carried out by Hotel Sinsheim with the greatest possible diligence. Messages, mail, and merchandise deliveries for guests are handled with care. Hotel Sinsheim will deliver, hold, and for a fee forward such items (on request). No. 1, sentences 2 to 4 supra shall apply respectively.

VIII Final Provisions

1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for Hotel Accommodation must be made in text format, otherwise, they are not valid. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is Sinsheim/Germany.
3. In the event of dispute, including cheque disputes, the court at Speyer have exclusive jurisdiction. The same applies insofar as a contracting party fulfills the requirements of § 38 paragraph 2 of the German Code of Civil Procedure and does not have a legal domicile in Germany.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation Contracts be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. In this case, the parties will agree upon a new provision being as close as possible to the sense of the invalid one.