



**Holiday Inn Express
Munich Airport**
Freisinger Strasse 94
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Deutschland

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General Terms and Conditions for Hotel Accomodation

(Translation only. The only legally binding version of this document is the German one)

I. Scope

1. These terms and conditions apply to contracts for the letting of hotel rooms for accommodation purposes and to all other goods and services supplied to the Customer by the Hotel.
2. The subletting, letting on and supply to others for use of hotel rooms supplied, the use of hotel rooms supplied for other than accommodation purposes, for public invitations or any other advertising measures, for interviews, for sales or similar events and the use of hotel space outside of the rooms rented require the prior consent of the Hotel and may be made subject to additional charge. § 540 Para. 1 Sentence 2 German Civil Code (BGB) does not apply.
3. Any terms of business of the Customer are hereby rejected. These will only apply if this has been expressly agreed in writing beforehand.
4. The additional terms agreed on the conclusion of the individual contract also apply.

II. Conclusion of a contract, parties to the contract, statute of limitations

1. A contract will arise when the Hotel accepts the Customer's booking. The Hotel is entitled to confirm room bookings in writing.
2. The parties to the contract are the Hotel and the Customer. If a third party books for a Customer, he will be jointly and severally liable to the Hotel together with the Customer for the fulfilment of all obligations imposed by the hotel booking contract.
3. All contractual claims against the Hotel will expire by limitation one year after the statutory beginning of the limitation period. Claims to damages will be statute-barred after five years, regardless of awareness.
4. If his use of hotel services is such as to jeopardise the smooth running of the business or the safety or public reputation of the Hotel, the Customer must notify the Hotel of this on his own initiative at the latest when the contract is concluded.

III. Goods/services, prices, payment, offsetting

1. The Hotel is under an obligation to provide the rooms booked by the Customer and the goods/services agreed upon. The Customer is under an obligation to pay the Hotel's prices in force/agreed for the provision of accommodation and any other goods/services supplied to him. The same applies for goods/services arranged by third-parties and expenses paid to a third party at the customers instigation.
2. Prices agreed are inclusive of statutory VAT at the current rate. If more than four months elapse between the conclusion of the contract and its execution, and the statutory rate of VAT changes during this period, prices will be adjusted accordingly.

If the period between the conclusion and execution of the contract exceeds four months and the price generally charged by the Hotel for goods/services of the type involved rises, the Hotel may adjust the contractually agreed price accordingly, subject to a maximum increase of 5 %. For each additional year between the conclusion and execution of the contract going beyond the four months, this upper limit will rise by a further 5 %. If the rate of VAT applicable changes with effect from the day when goods/services are provided, the prices agreed will change accordingly; the Hotel is entitled to adapt the amount of the VAT increase accordingly.

3. Prices may also be adjusted by the Hotel if the Customer subsequently wishes to change the number of rooms booked, the goods/services to be provided by the Hotel or the period of occupation and the Hotel agrees to this.
4. Invoices issued by the Hotel which do not state when the amount concerned is due must be settled within 10 days following receipt of the invoice, without any deduction. The Hotel is entitled at any time to declare that outstanding claims are due immediately and to demand their immediate settlement. If the Customer fails to pay on time, the Hotel will be entitled to charge interest on arrears at the current statutory rate (currently 8 %) / in the case of legal transactions involving a consumer at 5 % above the base rate. For each official reminder issued after he falls into arrears, the Customer must reimburse reminder costs of EUR 5.00 to the Hotel. All other costs incurred for the purpose of collection must be borne by the Customer.
5. The Hotel is entitled to require the payment of a reasonable deposit or the provision of security either on or after the conclusion of the contract. The amount of an advance payment and payment dates may be agreed in writing in the hotel booking contract.
6. The Customer is only entitled to offset claims which have been recognised as valid or which are legally final and binding against claims of the Hotel.
7. Pets may only be brought in if the Hotel has consented beforehand, and a charge may be imposed.

IV. Cancellation by the Customer (cancellation or failure to accept the Hotel's goods/services)

1. The Customer cannot unilaterally cancel the hotel booking contract concluded by him with the Hotel. This booking contract can only be cancelled with the written consent of the Hotel. If this is not granted, the price agreed in the contract must be paid even if the Customer does not accept the Hotel's goods/services.
2. If a deadline is agreed in writing between the Hotel and the Customer for the cancellation of the contract free of charge, the Customer may cancel the contract up to that date without giving rise to claims on the part of the Hotel to payment or damages.



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3. If the Hotel lets rooms not used by the Customer to another guest, it must deduct the income thus obtained and the expenditure saved from the Customer's liability.

4. The Hotel is entitled to demand the contractually agreed remuneration and to define a lump sum for deduction to cover expenditure saved. In this case the Customer must pay 100% of the contractually agreed price for overnight accommodation with or without breakfast and for package arrangements involving third-party and goods/services, at least 70 % for half-board and at least 60 % for full-board arrangements. The Customer is entitled to prove either that the above claim is not justified or that the loss involved was smaller.

V. Cancellation by the Hotel

1. If a written agreement has been concluded stating that the Customer is entitled to cancel free of charge within a defined deadline, the Hotel will during this period be entitled to withdraw from the contract if enquiries are received from other customers about the contractually booked rooms and the Customer does not, on enquiry by the Hotel, waive his right to cancel within a time limit set by the Hotel. This will apply accordingly if an option is granted, when other enquiries have been received and the Customer is not, on enquiry by the Hotel, prepared to make a definite booking within a time limit set by the Hotel. Definite booking in this case means that a hotel booking contract will arise on this date and the originally agreed right to cancel free of charge will cease to apply.

2. If an advance payment agreed upon or demanded pursuant to Section III Subsection 6 is not made even after a reasonable extended deadline set by the Hotel has elapsed, the Hotel will be entitled to withdraw from the hotel booking contract.

3. The Hotel is also entitled to withdraw from the contract exceptionally for objectively valid reasons, for example if

- force majeure or other circumstances for which the Hotel is not responsible render it impossible for the contract to be fulfilled,
- rooms are booked on the basis of misleading or incorrect information supplied about substantial facts, e.g. relating to the identity of the Customer or the intended purpose,
- the Hotel reasonably believes that the Customer's acceptance of its goods/services may jeopardise the smooth running of the business or the safety or reputation of the Hotel with the public without this being attributable to the Hotel's management or organisation,
- Section I Subsection 2 has been breached.

4. If the Hotel justifiably withdraws from the contract, the Customer will not be entitled to damages.

5. The Hotel is entitled to forbid and/or demand the immediate termination of interviews and sales or similar events which have not been approved.

6. If the Hotel acquires a claim to damages against the Customer in the case of withdrawal as per Subsections 2, 3 and 5 above, the Hotel is entitled to define its claim as a lump sum. Section IV Subsection 4 Sentences 2 and 3 will apply accordingly in such a case. The Customer is entitled in such cases to prove that no loss was suffered or that the loss was smaller.

VI. Provision, handover and return of rooms

1. The Customer is not entitled to occupy specific rooms unless this was expressly agreed in writing in the hotel booking contract.

2. Rooms booked will be available to the Customer from 3 PM on the agreed arrival date. The Customer is not entitled to have rooms made ready earlier. Unless a later arrival time is expressly agreed or the room concerned was paid for in advance, the Hotel is from 4 PM onward entitled to allocate a room booked to another guest without this giving rise to any claim on the part of the Customer against the Hotel. This does not affect claims of the Hotel based on Subsection IV.

3. On the agreed departure date, rooms must be vacated by 11 AM at the latest. If a guest fails to ensure that rooms are made available by this time by clearing and vacating them, the Hotel will be entitled to charge the full price for an additional day. The payment of the price for the rooms will not affect more far reaching claims to damages on the part of the Hotel. If the Hotel is obliged to accommodate guests in another hotel as a result of the delayed vacating of rooms, the Customer must bear all of the costs involved. This will not give rise to any contractual claims on the part of the Customer. The Customer is entitled to prove that the Hotel's claim to a charge for use is either invalid or much smaller.

VII. Liability of the Hotel

1. The Hotel must take the care to be expected of a prudent merchant to ensure that its obligations under the terms of the hotel booking contract are fulfilled. Claims to damages by the Customer are excluded, except for losses resulting from injury to life, limb or health where the Hotel is responsible for a breach of obligation, other losses resulting from a deliberate or grossly negligent breach of obligation by the Hotel and losses resulting from a deliberate or negligent breach of obligations of the Hotel typical of the type of contract concerned. If there are defects in or difficulties with the goods/services of the Hotel, the latter will, if it is aware of them or in response to an immediate complaint by the Customer, do its best to ensure that they are rectified. Incidentally, the Customer is under an obligation to inform the Hotel in good time if there is a possibility that an exceptionally large loss may be suffered. The Customer must do everything reasonably to be expected of him to help rectify a problem and keep any damage to a minimum.



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2. The Hotel is liable to the Customer for items brought onto the premises as provided by law, i.e. up to one hundred times the rate for the room, subject to a maximum of EUR 3,500 (for cash, securities and valuables subject to a maximum of EUR 800, and only if these were stored in the locked room-safe). Cash, securities and valuables may be stored in the hotel safe up to a maximum value limit corresponding to the insurance cover in place for the hotel concerned. The Hotel recommends guests to take advantage of this service. Liability claims will cease to apply if the Customer fails to notify the Hotel immediately on becoming aware of loss, destruction or damage (§ 703 German Civil Code (BGB)). There will only be liability if the room or container in which the item concerned was left was locked.

3. If the Customer is provided with a parking space in the hotel garage or in the hotel car park, including ones for which payment is required, no contract for safekeeping will arise as a result. The Hotel is not liable for the loss of or damage to motor vehicles parked or otherwise placed on hotel property or the contents of such vehicles. The Hotel is under no obligation to keep a watch over vehicles. Any loss/damage must be reported to the Hotel immediately. Subsection 1 Sentences 2 - 4 above applies accordingly.

4. The Hotel will take the greatest of care to make wake-up calls as ordered, but no liability is accepted. Messages, post and consignments of goods for guests will be treated carefully. The Hotel will deliver and store items and, if desired, forward them in return for a charge. Subsection 1 Sentences 2 - 4 above applies accordingly.

5. Items left behind by the Customer will only be forwarded if requested and at the Customer's own risk and expense. The Hotel will store items for three months. Thereafter they will, if they appear to be of any value, be handed over to the local lost property office. If they are of no apparent value, the Hotel reserves the right to destroy them on the expiry of the above period.

VIII. Concluding terms

1. Subsidiary verbal agreements are only binding if confirmed in writing. Amendments or additions to the hotel booking contract or to this clause, the acceptance of a booking or these terms and conditions for hotel accommodation must be in writing. Unilateral amendments or additions by the Customer are invalid.

2. The place of performance and payment for all obligations on both sides is the hotel company's registered place of business.

3. For the purpose of dealings between merchants [merchant here = Kaufmann as defined by German law] the exclusive legal venue – including for disputes with respect to cheques and bills of exchange – is the hotel company's registered place of business. If a party to the contract satisfies the requirements of § 38 Para. 2 German Code of Civil Procedure (ZPO) and has no general legal venue in Germany, the legal venue will be the hotel company's registered place of business.

4. German law applies, with the application of UN law on the international sale of goods and the rules applicable to conflicts of law being excluded.

5. Should any of these Standard Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining terms. In other respects, the statutory rules apply. The parties undertake to replace an invalid term by a valid one which comes as close as possible to achieving the purpose of the invalid one.

Bankverbindung: (BLZ.:100 700 24) Konto-Nr.:070 891 701
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