

GENERAL TERMS AND CONDITIONS FOR THE HOTEL HOSTING AGREEMENT

1 SCOPE OF APPLICATION

1.1 These terms and conditions apply to agreements on the leasing of hotel rooms for accommodation as well as all other deliveries and services provided to the clients by the hotel (hotel hosting agreement). The term 'hotel hosting agreement' includes and replaces the following terms: accommodation agreement, guest hosting agreement, hotel agreement, conference agreement, meeting room agreement, hotel room agreement.

1.2 Subletting or re-letting of the allocated rooms as well as their usage for other purposes other than for accommodation require the prior consent of the hotel in written form whereupon § 540 para. 1 sentence 2 of the German Civil Code (BGB) is waived if the client is not a consumer.

1.3 The client's general terms and conditions only apply if this was expressly agreed upon in writing.

2 CONTRACT CONCLUSION, CONTRACTUAL PARTNERS, STATUTE OF LIMITATION

2.1 Contractual partners are the hotel and the client. The contract is concluded upon acceptance of the client's application by the hotel. The hotel is at liberty to confirm the booking of rooms in writing.

2.2 All claims against the hotel become time-barred one year as from the statutory commencement of the statute of limitation. This does not apply to claims for damages and other claims provided that the latter is based on the hotel's intentional or gross negligent breach of duty.

3 SERVICES, PRICES, PAYMENT, OFFSETTING

3.1 The hotel is obligated to keep the rooms booked by the client ready and provide the services agreed upon.

3.2 The client is obligated to pay the agreed upon prices or the hotel's applicable prices for the rooms and for additional services. This also applies to services ordered by the client directly or via the hotel which are provided by third parties and are disbursed by the hotel.

3.3 The agreed upon prices are inclusive of the taxes and local levies applicable at the time of contract conclusion. The prices do not include local levies which are owed by the guest himself as per the respective municipal law such as spa taxes. Prices will be adjusted correspondingly in case of revision of statutory VAT or the introduction, revision or elimination of local levies on the services after contract conclusion. For contracts with consumers, this only applies if the period between contract conclusion and contract fulfilment exceeds four months.

3.4 The hotel can base its consent to the client's desired subsequent reduction of the number of booked rooms, the hotel's service or the client's duration of stay on the increase of the price of the room and/or of the hotel's other services.

3.5 The hotel's invoices which don't bear a due date are payable in full within 10 days as from the day the invoice is received. The hotel has a right to accelerate maturity of accruals receivable and demand immediate payment. In case of default of payment, the hotel is entitled to demand the applicable statutory default interest currently amounting to 9% or 5% above the base lending rate in case of legal transactions in which a consumer is involved. Additionally, in case of default of payment, the hotel can charge a fee of EUR 15.00 per reminder. The hotel reserves the right to prove and assert a greater loss.

3.6 Upon contract conclusion, the hotel is entitled to demand an appropriate advance payment or a surety for instance in the form of a credit card guarantee. The amount of the advance payment and the payment dates can be agreed upon in the agreement in written form. The legal provisions relating to advance payments and sureties for package holidays remain unaffected. Statutory rules apply in case the client delays payment.

3.7 In justified cases, for instance the client's arrears or extension of the scope of the agreement, the hotel is entitled to demand – even after contract conclusion up to commencement of stay – an advance payment or surety as per the preceding item 3.6 or an increase of the advance payment or surety agreed upon in the agreement up to the agreed upon full payment.

3.8 Moreover, the hotel is entitled – at the start and during the stay – to demand an appropriate advance payment or surety from the client as per item 3.6 for existing and future claims from the contract if such has not already been paid as per the preceding item 3.6 and/or item 3.7.

3.9 The client can only offset or settle against the hotel's claim with an undisputed or absolute claim.

4 WITHDRAWAL OF THE CLIENT (CANCELLATION)/NON-UTILISATION OF THE HOTELS SERVICES (NO SHOW)

4.1 A client's withdrawal from the contract concluded with the hotel is only possible if the right to withdraw was agreed upon expressly in the contract, there is another legal right of withdrawal or if the hotel expressly consents to the cancellation of the agreement. The agreement on a right of withdrawal as well as any consent to the cancellation of the agreement has to be done in writing respectively.

4.2 If a date for withdrawal from the agreement at no cost was agreed upon between the hotel and the client, the client can withdraw from the contract until then without triggering the hotel's payment or compensation claims. The client's right of withdrawal expires if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed upon date.

4.3 If no right of withdrawal is agreed upon or if it has already expired, then there is also no legal withdrawal or cancellation right and if the hotel doesn't consent to a

cancellation of the agreement, the hotel retains the right to the agreed upon remuneration despite non-utilisation of the service.

If the rooms are not otherwise rented, the hotel can make a flat rate deduction for saved expenses. In this case, the client is obligated to pay at least 90% of the agreed upon price for accommodation with or without breakfast as well as a flat rate settlement with third party services, 70% for half board and 60% for full board.

5 WITHDRAWAL OF THE HOTEL

5.1 If it was agreed upon that the client can withdraw from the agreement within a certain period, the hotel is entitled to withdraw from the agreement during this period if there are enquiries made by other clients about the contractually booked rooms and the client does not waive his right of withdrawal upon further enquiry by the hotel with an appropriate deadline.

5.2 If an advance payment or surety that was agreed upon or demanded as per item 3.6 and/or 3.7 has not been paid even after lapse of an appropriate grace period set by the hotel, the hotel is entitled to withdraw from the contract.

5.3 Moreover, the hotel is entitled to withdraw from the contract due to objectively justifiable reasons especially if

- force majeure or other circumstances which the hotel is not responsible for make it impossible to fulfil the contract;

- rooms are culpably booked using deceptive or false information or while concealing essential facts; essential could be the identity of the client, the ability to pay or the purpose of stay;

- the hotel has a justified reason to assume that the utilisation of the service could jeopardise the smooth business operations, the security or the hotel's reputation in public, without this being attributed to the hotel's domain or organisational area;

- the purpose or the reason of stay is illegal;

- there is a breach of item 1.2 mentioned above.

5.4 The legitimate withdrawal of the hotel does not justify the client's claim for compensation.

6 ALLOCATION OF ROOMS, HANDOVER AND RETURN

6.1 The client has no right to the allocation of certain rooms unless this was expressly agreed upon.

6.2 The client can access the booked rooms as from 3:00 pm on the agreed upon arrival date. The client has no right to access the rooms earlier. If an arrival as from 12:00 pm is desired, EUR 30.00 will be charged.

6.3 On the agreed upon date of departure, the rooms are to be cleared and availed to the hotel by 11:00 am. Thereafter, due to the delayed clearing of the room, the hotel can charge EUR 30.00 for exceeding usage up to 1:00 pm, EUR 50.00 up to 3:00 pm and as from 3:00 pm 100% of the accommodation price. The client's contractual claims will not be justified through this. He is free to prove that the hotel incurred no/a significantly lower claim to user fees.

7 THE HOTEL'S LIABILITY

7.1 The hotel is liable for damages it is responsible for due to injury of life, body or health. Furthermore, it is liable for other damages arising due to the hotel's intentional or gross negligent breach of duty or due to the hotel's intentional or gross negligent breach of contractual duties. The hotel's breach of duty is equivalent to that of a legal representative or vicarious agent. Advanced claims for compensation are excluded unless otherwise regulated in item 7. If there are disruptions or defects in the hotel's services, the hotel will make an effort to find a remedy upon finding out or upon receipt of the client's complaint. The client is obligated to do what is reasonable in order to remedy the disruption and keep potential damage marginal.

7.2 The hotel is liable for items brought according to the legal provisions. The hotel recommends the usage of the hotel safe. If the guest wishes to bring money, stocks and precious objects valued at more than EUR 800 or other items valued at more than EUR 3,500, this will require a separate safe-keeping agreement with the hotel.

7.3 If a client is provided a parking space in the hotel garage or the hotel's parking lot, even at a fee, a safe-keeping agreement will not be concluded. In case of loss or damage of vehicles parked or manoeuvred in the hotel premises and their contents, the hotel is only liable according to the preceding item 7.1, sentence 1 to 4.

8 FINAL CLAUSES

8.1 Amendments and supplements to the agreement, the acceptance of an application or these general terms and conditions should be made in writing. One-sided amendments or supplements by the client are ineffective.

8.2 Place of fulfilment and payment as well as exclusive place of jurisdiction – even for disputes related to cheques and bills of exchange – is City Club Hotel Rheine, Humboldtplatz 8, 48429 Rheine in commercial transactions. If a contractual partner fulfils the requirement of § 38 paragraph 2 of the Code of Civil Procedure (ZPO) and has no general place of jurisdiction locally, Rheine District Court, Salzbergener Straße 29, 48431 Rheine will be considered as the place of jurisdiction.

8.3 German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws are excluded.

8.4 If individual clauses of these general terms and conditions are/become ineffective or void, the effectiveness of the rest of the clauses will not be affected. Besides, the statutory provisions apply.