

## General Terms and Conditions

1. Scope
  1. These General Terms and Conditions (GTC) apply to all services which the Mark Hotels & Resorts GmbH or their subsidiaries concerned (hereinafter referred to as "Mark Hotels") provide to the guest, the organizer and other contracting parties (hereinafter referred to as "contracting party"). The services exist particularly in hiring of hotel rooms for a fee for lodging, the sale of meals and drinks as well as for all related further services and supplies of the Mark Hotels. Mark Hotels is entitled to perform its services through third parties.
  2. These GTC refer to all types of contracts, for example, hotel admission agreements, holiday package agreements, contingent or organization agreements that are concluded with Mark Hotels. The GTC are also applicable to all future business with the contracting party.
  3. The GTC of the contracting party are not applicable, even if Mark Hotels GTCs are not expressly contradictory to them. Counter-verifications of the contracting party with reference to its GTC are contradictory to this. The GTC of the contracting party are only applicable if these are expressly agreed upon beforehand in writing.
2. Concluding an agreement
  1. The agreement concerned basically materializes after a verbal or written request of the contracting party and through the acceptance of the Mark Hotels. Mark Hotels are at liberty to accept the request in writing, verbally, in text form (e-mail, fax) or conclusively through the provision of services.
  2. If the contracting party concludes a so-called contingent agreement, the contracting party is liable with the end user as joint debtor for all obligations arising from the hotel admission agreement. Likewise, besides the end user, the contracting party is liable for damage the end user causes culpably.
  3. Subletting or further letting or using vacated rooms by third parties without payment, as well as utilization for other than lodging purposes, requires prior written permission of the Mark Hotels. The regulation of § 540 Section 1, Paragraph 2 BGB is waived in as far as the contracting party is not the user.
3. Use of rooms, handing over of rooms, departure
  1. Rooms are made available exclusively for lodging purposes.
  2. The contracting party indemnifies Mark Hotels against all damage caused by the contracting party or by third parties who, through the contracting party, receive the services of Mark Hotels.
  3. The contracting party is not entitled to use particular rooms. If rooms are not available on the premises, Mark Hotels must immediately inform the contracting party about this and must offer an equivalent substitute in a closely situated Mark Hotel of the same category. If the contracting party rejects this, Mark Hotels must immediately reimburse the services performed by the contracting party.
  4. Reserved rooms are available to the contracting party as from 15:00 on the day of arrival. The contracting party cannot claim earlier provisioning. If no other agreement has been entered into, Mark Hotels has the right to contract out reserved rooms to others after 18:00, without the contracting party being able derive rights or claims from this.
  5. On the day of departure the rooms must be vacated at latest 12:00. After that, Mark Hotels can charge for losses sustained by Mark Hotels due to the additional use of the room up to 15:00 at the day-room price, and from 15:00 at 100% of the full lodging price (list price). The contracting party is at liberty to prove that no or little loss has been sustained by Mark Hotels.
4. Providing services, prices, payments, charging and handing over
  1. The prices of the relevant services are determined according to the price list of the Mark Hotels valid at the time of providing the service, if there is no booking confirmation with the contractually agreed room price. All prices include the statutory value-added tax applicable at the time. Increases in value-added tax are borne by the contracting party. If the period between concluding the agreement and the first contractual performance exceeds 120 days and if the price generally calculated by Mark Hotels is increased, Mark Hotels has the right to effect price increases up to a maximum of 10%. Subsequent changes in the services may lead to changes in the prices. Upon concluding the contract by the contracting party, Mark Hotels is entitled to require payment in advance or a surety of up to 100% of the total payment liability of the contracting party. The amount of the payment in advance and the payment period can be laid down in the contract.
  2. If the contracting party has booked within a period that an exhibition, a major event or other occasion takes place and if after concluding the contract, for reasons for which Mark Hotels is not responsible, such an event has to be temporarily postponed, this agreement will be valid for the new period if it is possible for Mark Hotels to provide the contractual services at that time. If Mark Hotels is able to fulfill its service obligation, it must inform the contracting party within a reasonable period. If it is not possible to provide the service, especially if the booked rooms have already been rented to third parties, the parties can withdraw from the contract without giving reasons. It is not permitted to lodge claims against the other party concerned. This does not apply to services already granted. These are to be repaid or compensated for.
  3. Compiling a joint account does not dispense with payment of the individual accounts on the due date. Non-payment of only one individual account shall entitle Mark Hotels to hold back all further and future services and to make the provision of services conditional upon a surety to the amount of up to 100% of the payment still outstanding.
  4. The payment claim of Mark Hotels is immediately due after receipt of the relevant account, without discount. Accounts are basically payable immediately in cash or with credit card. Mark Hotels is entitled to refuse foreign currency, checks and credit cards. Gift coupons (vouchers) of travel agencies are only accepted if a credit agreement exists with the undertaking concerned or if relevant payments in advance are made. A refund for services not made use of is ruled out.
  5. Should an invoice exceptionally be sent, this is considered to have been received by the invoice recipient at the latest within 3 days after the date upon which it was sent, providing that earlier receipt cannot be proven. In the event of non-payment, the legal conditions will apply.
  6. An arrears fee of 5.00 EUR is payable for every request for payment. The contracting party can only offset charges due against monies outstanding from Mark Hotels if these outstanding monies have been agreed to and the claim is legally valid. The same applies to the exercising of a retention right based upon claims of outstanding monies by the contracting party. Claims and other rights may only be relinquished with the written permission of the Mark Hotels.
5. Cancellation of services
  1. Reservations of the contracting party are binding for both contracting parties. Upon cancellation by the contracting party the following compensation must be lodged:

1. no compensation if written cancellation is received by the Mark Hotels up to 90 days before the beginning of the service period
  2. compensation amounting to 50% of the value of the ordered services if the cancellation in writing is received by the Mark Hotels up to 45 days before the beginning of the service period
  3. compensation amounting to 70% of the value of the ordered services if the cancellation in writing is received by the Mark Hotels up to 30 days before the beginning of the service period
  4. compensation amounting to 90% of the value of the ordered services if the cancellation in writing is received by the Mark Hotels as from 29 days before the beginning of the service period.
  2. The contracting party is entitled to bring proof that damage to the Mark Hotels did not arise or was less than claimed.
  3. If Mark Hotels can perform the canceled service otherwise to third parties, the compensation of the contracting party will be reduced by the amount that these third parties pay for the canceled service, however not exceeding the allotment of the total compensation.
6. Withdrawal, cancellation
1. In accordance with the statutory regulations (§ 323 BGB), Mark Hotels is entitled to withdraw from the contract or to cancel the contract (§ 314 BGB) if
    1. the contracting party does not perform a due service,
    2. the fulfillment of the agreement is impossible due to circumstances beyond the control of the Mark Hotels, strike or other circumstances for which Mark Hotels cannot be held responsible,
    3. the contracting party gives confusing or false particulars regarding important data,
    4. reasons substantiated by Mark Hotels for the assumption that using the hotel service may jeopardize the smooth business operation, the safety or the image of Mark Hotels in public.
  2. Mark Hotels must notify the contracting party immediately in writing, at the latest within 14 days after the reason has become known, of the exercising of the withdrawal/ cancellation. The annulment of the contract by Mark Hotels does not justify any claims of the contracting party for compensation or other compensatory payments. A claim by Mark Hotels for compensation for its resulting damage and the expenses incurred by it remains intact in the case of a justified termination of the contract.
7. Liability of Mark Hotels, objects brought in, limitation
1. Mark Hotels is liable for all legal and contractual claims, basically only for deliberate or grossly negligent behavior.
  2. By way of exception, Mark Hotels is only liable for slight negligence for damage, which is
    1. based on the breaching of very important contractual obligations. In these cases the liability is limited to the foreseeable contractually typical damage
    2. because of harm to life, body or health.
  3. Liability of the Mark Hotels for consequential damages or indirect damages is excluded.
  4. Liability exclusions and limitations apply likewise in favor of all contractual obligations to be fulfilled by firms, their subcontractors and agents appointed by Mark Hotels. They do not apply if Mark Hotels takes over a guarantee for the quality of an object or a work or in the case of deviously concealed errors.
  5. The contracting party is obliged to point out in the hotel recognizable shortcomings immediately or at the latest upon departure.
  6. The statutory provisions of §§ 701 ff BGB are applicable for objects of the contracting party that are brought in.
  7. If a parking place in a hotel car park is made available to the contracting party, also at a fee, no safekeeping agreement arises. If there is any loss of or damage to motor vehicles or their contents, which have been placed or arranged on the hotel premises, Mark Hotels are not liable, except in the case of premeditation or gross negligence. Paragraphs 1 to 4 above apply accordingly.
  8. Waking orders are carried out with the greatest care by Mark Hotels. Messages, post and consigning of goods for the guests are dealt with, with the greatest care. Paragraphs 1 to 4 above apply accordingly.
  9. Property of the contracting parties/overnight guests that are left behind is forwarded only at the request, risk and costs of the contracting party. Mark Hotels safeguards the property for 12 months and calculates an appropriate payment for this. After that, insofar as a recognizable value exists, the property is handed over to the local lost-property office.
  10. All claims by the contracting party against Mark Hotels from or in connection with the contract shall lapse after one year, starting at the end of the year in which the claim had originated, and the contracting party had been notified about the circumstances on which the claim was based or would have had to be notified about without gross negligence. Claims for compensation shall lapse in five years' time, independently of notification. Reduction in lapses of time does not apply in the case of claims based on deliberate or grossly negligent breaches of duty of Mark Hotels.
8. Place of fulfillment and payment, place of jurisdiction, subsidiary agreements, partial invalidity
1. Place of fulfillment and payment for both parties shall be the place of business of the relevant Mark Hotel.
  2. German law shall apply. Applying the UN sale of goods law and conflict of laws is excluded.
  3. Exclusive place of jurisdiction – also for disputes regarding checks and bills of exchange in commercial trade, shall be Berlin-Charlottenburg. Insofar as the contracting party complies with the requirements of § 38 Section 2 ZPO and has no place of jurisdiction domestically, the place of jurisdiction shall be the place of business of the hotel.
  4. Verbal or written subsidiary agreements are not entered into. Amendments or supplements require legal validity in writing. The same applies to waiving of requirement of the written form.
  5. If individual provisions of the agreement, including these General Terms and Conditions, are ineffective, this shall not affect the effectiveness of the remaining provisions. The parties shall immediately replace the ineffective provisions by such effective ones that come as close as possible to the purpose and its economic significance. This also applies to a case where regulatory gaps appear in the contract.