

## General Terms and Conditions

### I. General remarks

1. A room booking made by the customer (standardised term for: booker, guest, tenant, organiser, agent, etc.) and accepted by the hotel establishes a contractual relationship between the two parties: the hotel accommodation contract (uniform term for: accommodation, guest accommodation, hotel room contract).
2. The hotel accommodation contract is a so-called mixed-type contract that is not specifically regulated under the German Civil Code (BGB), with the exception of liability for items brought into the hotel. It contains elements of service, work and sales contract law. At its core, the hotel accommodation contract is a rental contract. Hotel accommodation contracts, like all other contracts under civil law, must be honoured by both contracting parties.

### II. Scope of application

1. These terms and conditions apply to contracts for the rental of hotel rooms as well as conference, banqueting and event rooms (hereinafter referred to as "the premises") for accommodation, as well as all other services and deliveries (hereinafter referred to as "service provision") provided to the customer (hereinafter referred to as "the customer") by Hotel Frankenland GmbH (hereinafter referred to as "the hotel"; the hotel and the customer are also referred to as "the parties").
2. Our terms and conditions apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing. This requirement of consent shall apply in any case, for example even if we perform the service to the customer without reservation in the knowledge of the customer's terms and conditions.
3. Written agreements made with the customer in individual cases (including collateral agreements, supplements and amendments) shall in any case take precedence over these terms and conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

### III. Subletting & type of use

1. Subletting or re-letting the rooms, premises or areas provided as well as their use for purposes other than accommodation, such as invitations to meetings, sales or similar events, requires the prior consent of the hotel in writing (Section 126b BGB), whereby Section 540 (1) sentence 2 of the BGB is waived insofar as the customer is not a consumer within the meaning of Section 13 of the BGB.

### IV. Conclusion of contract

1. All offers are subject to change. The contract is concluded when the hotel accepts the customer's request. The hotel will send a reservation confirmation in writing.
2. The contractual partners are the hotel and the customer. If a third party has made the booking on behalf of the customer, it shall be liable to the hotel together with the customer as joint and several debtor for all obligations arising from the hotel accommodation contract, provided that the hotel has received a corresponding declaration from the third party.

### V. Room provision, handover and return

1. The customer does not acquire any claim to the provision of specific rooms unless the hotel has promised the provision of a specific room in writing.
2. Booked rooms are available to the customer from 3 p.m. (check-in time) on the agreed day of arrival. The customer is not entitled to earlier provision.
3. The rooms must be vacated by 11 a.m. (check-out time) on the agreed day of departure. If the room is only vacated after this time, the hotel will charge a flat rate for the late check-out.
4. The customer is issued with a room card. Subject to availability or on request, an accompanying person will receive a second card against confirmation, but the hotel is not obliged to issue such a card. The cards issued remain the property of the hotel at all times and must be returned to the hotel in full on departure. In the event of loss during the stay at the hotel, this must be reported immediately. If the customer is unable to return the card(s) to the hotel on departure, the hotel is entitled to charge the cost of a replacement. The customer is free to prove that the damage incurred is less than the price charged.

### VI. Services, prices, payment, offsetting, right of lien

1. The hotel is obliged to keep the rooms and/or premises booked by the customer available and to provide the agreed services.
2. The customer is obliged to pay the agreed or applicable prices of the hotel for the room rental and other services provided to and utilised by the customer. This also applies to services commissioned by the customer directly or via the hotel, which are provided by third parties and disbursed by the hotel.
3. The agreed prices include the taxes and local duties applicable at the time the contract is concluded. Not included are local taxes that are owed by the guest according to the respective municipal law, such as tourist tax. For non-private customers, the hotel reserves the right to quote and agree net prices.
4. 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 only applies if the period between conclusion and fulfilment of the contract exceeds four months.
5. The hotel may make its consent to a subsequent reduction in the number of rooms booked, the hotel's services or the length of the customer's stay requested by the customer dependent on a reasonable increase in the price for the rooms and/or for the hotel's other services.
6. Hotel invoices are due for payment immediately upon receipt without deduction. If payment on account has been agreed, payment must be made without deduction within 10 days of receipt of the invoice, unless otherwise agreed. If the customer is in default of payment, the statutory provisions shall apply. The customer shall be billed in euros. In the case of payment with foreign means of payment, the exchange rate differences and bank charges shall be borne by the person obliged to pay.
7. For events, a deposit of 50% of the total costs offered is due no later than 6 weeks before the start of the event. The deposit is due immediately if the enquiry is less than 6 weeks away. The remainder is due immediately after the event upon receipt of the invoice.

8. In justified cases, for example if the customer is in arrears with payment or if the scope of the contract is extended, the hotel is entitled, even after conclusion of the contract up to the start of the stay, to demand an advance payment or security deposit within the meaning of clause VI, paragraph 8 above or an increase in the advance payment or security deposit agreed in the contract up to the full agreed remuneration.

#### VII. Withdrawal by the customer (cancellation) or non-use of the hotel's services (no-show)

1. The customer may only withdraw from the contract concluded with the hotel if a right of withdrawal has been expressly agreed, a statutory right of withdrawal exists or if the hotel expressly agrees to the cancellation of the contract.

2. If the hotel and the customer have agreed on a deadline for free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel.

3. If a right of cancellation has not been agreed or has already expired, there is also no statutory right of cancellation or termination and if the hotel does not agree to a cancellation of the contract, the hotel shall retain the claim to the agreed remuneration despite non-utilisation of the service. The hotel must offset the income from renting the rooms to other parties as well as the expenses saved. Unless otherwise agreed, the following shall apply:

<b>Individual booker</b>	until 18:00 on the day before arrival	free of charge, thereafter 100% of the contractually agreed price
<b>Package booker</b>	up to 31 days before arrival	free of charge
	30 to 15 days before arrival	50% of the contractually agreed price
	14 to 8 days before arrival	80% of the contractually agreed price
	from 7 days before arrival	100% of the contractually agreed price
<b>Easter, Christmas &amp; New Year's Eve package</b>	up to 30 days before arrival	free of charge, thereafter 100% of the contractually agreed price

In the event of a no-show or early departure, 100% of the agreed holiday price will be charged.

4. The customer is at liberty to prove that the aforementioned claim did not arise or did not arise in the amount claimed.

5. For rented premises, the agreed fee shall also be payable, subject to clause VII paragraph 7, if the consent pursuant to clause VII paragraph 1 is not given, the booking is cancelled by the customer or the customer does not appear. If no special conditions have been agreed with the customer, the following regulation shall apply:

<b>Individual bookings via contingents of an organiser</b>	up to 31 days before arrival	free of charge
	30 to 15 days before arrival	50% of the contractually agreed price
	14 to 8 days before arrival	80% of the contractually agreed price
	from 7 days before arrival	100% of the contractually agreed price

Events for up to 250 people:

<b>90 to 30 days before the event</b>	for daily flat rates: 50% of the packages and separately booked individual services; for individual services: 50% of the rental price plus 35% of the lost food and drink sales
<b>30 to 7 days before the event</b>	for daily flat rates: 80% of the packages and separately booked individual services; for individual services: 80% of the rental price plus 35% of the lost food and drink sales
<b>from 6 days before the event</b>	for daily flat rates: 100% of the packages and separately booked individual services; for individual services: 100% of the rental price plus 50% of the lost food and drink sales

Events with more than 250 people:

<b>150 to 91 days before the event</b>	for daily flat rates: 50% of the packages and separately booked individual services; for individual services: 50% of the rental price plus 35% of the lost food and drink sales
<b>90 to 7 days before the event</b>	for daily flat rates: 80% of the packages and separately booked individual services; for individual services: 80% of the rental price plus 35% of the lost food and drink sales
<b>from 6 days before the event</b>	for daily flat rates: 100% of the packages and separately booked individual services; for individual services: 100% of the rental price plus 50% of the lost food and drink sales

6. Food sales are calculated according to the formula: agreed menu price x number of participants. If no price has yet been agreed for the menu, the cheapest 3-course menu of the respective valid event offer will be used as a basis. If a flat rate per participant has been agreed, the calculation is based on the conference flat rate x the agreed number of participants.

7. The above clauses shall not apply in the event of a breach of the hotel's obligation to take into account the rights, legal interests and interests of the customer if the customer can no longer reasonably be expected to adhere to the contract or is otherwise entitled to a statutory or contractual right of cancellation.

#### VIII. Cancellation by the hotel

1. If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period if there are enquiries from other customers for the contractually booked rooms and the customer does not waive their right of withdrawal upon enquiry by the hotel with a reasonable deadline.

2. If and to the extent that the advance payment or security deposit agreed or requested with the customer has not been made even after a reasonable grace period set by the hotel has expired, the hotel shall also be entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to withdraw from the contract extraordinarily for objectively justified reasons, in particular if the following applies:

- Force majeure or other circumstances for which the hotel is not responsible and which make fulfilment of the contract impossible;
- Rooms are culpably booked with misleading or false information or concealment of material facts; material facts may include the identity of the customer, the ability to pay or the purpose of the stay;
- The hotel has justified cause to believe that the use of the service may jeopardise the smooth running of the business, the security or the reputation of the hotel in public, without this being attributable to the hotel's sphere of control or organisation;
- The purpose or reason for the stay is unlawful;
- The customer sublets or re-lets the rooms provided or uses them for purposes other than accommodation without the prior written consent of the hotel;
- There is a violation of the above-mentioned paragraph 2.

4. The justified cancellation of the hotel does not constitute a claim for damages on the part of the customer.

#### **IX. Changes to the number of guests or the time of the event**

1. The customer is obliged to provide as exact a number of guests as possible when concluding the contract. The hotel must be notified of any change in the number of guests no later than five working days before the start of the event; this requires the hotel's consent, which must be given in text form. Invoicing will be based on the confirmed number of guests.

2. If the number of guests is reduced by more than 10%, the hotel is entitled to exchange the confirmed rooms, taking into account any difference in the room rental, unless this is unreasonable for the customer.

3. If the agreed start or end times of the event are postponed and the hotel agrees to these deviations, the hotel may charge a reasonable fee for the additional readiness to perform, unless the hotel is at fault.

4. For events that extend beyond 11 p.m., the hotel may invoice the personnel expenses from this time onwards on the basis of an itemised bill, provided that the agreed remuneration does not already take into account a period of time beyond 11 p.m. Furthermore, the hotel may, on the basis of itemised receipts, charge employees' travel costs if they make their way home after public transport has ended for the day.

#### **X. Bringing food and drinks**

1. The customer may not bring food and drinks to events. Exceptions require a written agreement with the hotel. In these cases, a contribution is charged to cover overheads. Furthermore, the hotel is not liable for damage caused by food brought into the hotel.

2. The hotel also accepts no liability for damage caused by food or drinks brought in by third parties.

#### **XI. Technical equipment and connections**

1. Insofar as the hotel procures technical and other equipment from third parties for the customer at the customer's request, it acts in the name, on behalf of and for the account of the customer. The customer is liable for careful handling and proper return. The customer shall indemnify the hotel against all third-party claims arising from the provision of these facilities.

2. The use of the customer's own electrical equipment utilising the hotel's electricity network requires the hotel's written consent. Any malfunctions or damage to the hotel's technical equipment caused by the use of the customer's own electrical equipment shall be borne by the customer, insofar as the hotel is not responsible for this. The hotel may record and invoice the electricity costs incurred through use. If damage occurs to third-party property or to third parties, the customer alone shall be liable in this respect and shall indemnify the hotel against third-party claims.

3. In the case of installations of technical equipment and structures, the hotel may require these to be approved by TÜV or a comparable inspection company. The inspection certificate must be presented to the hotel unsolicited. Fees shall be borne by the customer.

4. With the hotel's consent, the customer is authorised to use their own telephone, fax and data transmission equipment. The hotel may charge a connection fee for this.

5. If suitable hotel equipment remains unused due to the connection of the customer's own equipment, a cancellation fee may be charged.

6. Faults in technical or other equipment provided by the hotel will be rectified as soon as possible. Payments may not be withheld or reduced insofar as the hotel is not responsible for these disruptions.

7. The customer must obtain any official authorisations in good time and at their own expense.

#### **XII. Loss of or damage to items brought along**

1. Deliveries of material for an event must be notified to the hotel at least 5 working days before delivery in order to ensure acceptance and possible storage.

2. Any exhibition items or other items, including personal items, are the responsibility of the customer in the event rooms or in the hotel. The hotel accepts no liability for loss or damage, including financial loss, except in cases of gross negligence or wilful intent on the part of the hotel. This does not apply to damages resulting from injury to life, limb or health. In addition, all cases in which the safekeeping represents a typical contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability. The legal liability according to Section 704 ff. BGB remains unaffected by this.

3. Any decoration material brought along must comply with fire safety requirements. The hotel is entitled to demand official proof of this. If such proof is not provided, the hotel shall be entitled to remove any material already brought in at the customer's expense. Due to possible damage, the installation and attachment of objects must be agreed with the hotel in advance.

4. Any exhibits or other items brought along must be removed immediately after the end of the event. If the customer fails to do so, the hotel may remove and store the goods at the customer's expense. If the items remain in the function room, the hotel may charge a reasonable compensation for use for the duration that the room is withheld.

5. Packaging materials supplied by the customer must be disposed of or taken away by the customer after the event. If this is not done, the hotel may charge for disposal.

6. These provisions also apply to items rented from external companies and brought to the hotel's premises on behalf of the customer.

#### **XIII. Liability of the customer for damages**

1. The customer is liable for all damage to the building or inventory caused by event participants or visitors, employees, other third parties on their behalf or themselves.

2. The hotel may require the customer to provide an appropriate security deposit, for example in the form of a credit card guarantee.

3. Smoking is prohibited throughout the hotel. In the event of non-compliance with the smoking ban, the hotel reserves the right to charge any cleaning costs incurred plus a lump sum for the loss of revenue from not being able to let the room as a result. The customer reserves the right to prove that no damage has been incurred or that the damage is actually significantly lower than the lump sum.

#### **XIV. Liability of the hotel**

1. The hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty by the hotel or on an intentional or negligent breach of typical contractual obligations by the hotel. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages are excluded, unless otherwise stipulated in this clause. Should disruptions or defects occur in the hotel's services, the hotel shall endeavour to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to rectify the fault and minimise any possible damage.

2. Any items brought along by the customer are at the customer's risk in the hotel. The hotel accepts no liability for loss or damage, except in cases of gross negligence or wilful intent.

3. The hotel is liable to the customer for items brought into the hotel in accordance with the statutory provisions. The hotel recommends the use of the hotel 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 hotel. Liability claims shall lapse if the customer does not notify the hotel immediately after becoming aware of the loss, destruction or damage.

4. If the customer is provided with a parking space in the hotel garage or in the hotel car park, even for a fee, this does not constitute a safekeeping agreement. The hotel shall only be liable for loss of or damage to motor vehicles parked or manoeuvred on the hotel property and their contents in the event of gross negligence or intent on the part of the hotel.

5. Wake-up calls are carried out by the hotel with the greatest possible care. The hotel cannot guarantee that this can be realised as agreed. The hotel is not liable for any consequential damage suffered by the guest. Messages, post and consignments for guests are handled with care. The hotel will take care of the delivery, storage and – on request – forwarding of the same for a fee. Claims for damages in this respect that are not based on gross negligence or intent are excluded.

#### **XV. Lost property**

1. Items left behind will only be forwarded on request and for a lump sum to cover shipping costs and expenses. The hotel will store items left behind for a maximum of 6 months. After this time, the items are used or destroyed.

#### **XVI. Other**

1. Pets: Pets are permitted in certain rooms on request and with the hotel's consent. Depending on the room category, a flat rate is charged per pet per day in the basket brought in without food. The hotel reserves the right to charge a cleaning fee in the event of gross soiling. Pets are not permitted in the buffet restaurants, FeelWell Spa, AquaWell adventure pool, including sauna world, and the sports pool.

#### **XVII. No right of cancellation**

1. Consumers are not entitled to a statutory right of cancellation according to Section 312g, clause 2, paragraph 9 BGB. Please note the regulations on cancellation under VII.

#### **XVIII. Online reservations**

1. Contractual partners have the option of booking via the hotel's website [www.hotel-frankenland.de](http://www.hotel-frankenland.de) using the "Book now" button. There, you can select the desired date and duration of your stay, as well as the number of rooms and people. Click on "Show available rooms" to send the data to the system. A selection of offers appears on the next page. Click on "Choose room" to display another overview of the booking. Click on "Confirm" to confirm the booking. At this point, the booking can be continued with or without logging in or registering. Once you have confirmed your personal details and entered your credit card details, click on "Continue" to reach the final booking page. The booking is confirmed by clicking on "Confirm payment and booking". After receipt of the booking, a booking confirmation will be sent by email. During the ordering process, you can correct your entries at any time by using the "Back" button and by deleting unwanted bookings from your shopping basket. After completing the booking, it is possible to view and, if necessary, cancel the booking by clicking on "My reservations" and entering your confirmation number and surname. The regulations on cancellation under VII must be observed.

2. The contract language is German.

3. After conclusion of the contract, the text of these General Terms and Conditions is available on the hotel's website. Please refer to the booking confirmation for details of your booking.

#### **XIX. Final provisions**

1. If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from or on the basis of this contract shall be the registered office of the hotel's operating company. This also applies to persons who do not have a general place of jurisdiction in Germany, or persons who have moved their domicile or usual place of residence outside Germany after conclusion of the contract, or whose domicile or usual place of residence is not known at the time a lawsuit is filed. This does not apply if the customer is a consumer and has their domicile or habitual residence in a member state of the European Union. In this case, an appeal must be brought before the competent court in the Member State of residence.

2. These terms and conditions and the contractual relationship between the hotel and the customer shall be governed by the law of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods. The choice of law only applies to consumers insofar as it does not deprive them of the protection afforded to them by the mandatory provisions of the country in which the consumer habitually resides.

3. Information on the privacy policy is listed separately.

#### **XX. Information on dispute resolution pursuant to Section 36 VSBG**

The hotel is neither willing nor obliged to participate in a dispute resolution procedure. The European Commission provides a platform for out-of-court online dispute resolution (ODR platform), which can be accessed at <https://ec.europa.eu/odr>.