

GENERAL TERMS AND CONDITIONS FOR ACCOMMODATION (GROUP BOOKINGS)

As of 12/2025

I. SCOPE OF APPLICATION

- These General Terms and Conditions (hereinafter referred to as "GTC") apply to contracts for the provision of more than 1 (one) hotel guest room for the accommodation of customers/guests (hereinafter referred to as "group booking"), as well as all other services and deliveries provided by the hotel for customers/guests (hereinafter referred to as "Hotel Accommodation Contract"). This includes all hotels operating under the brands "Super 8", "Arthotel ANA", "Arthotel ANA Trademark by Wyndham", "Maximes Suite", "Schlosshotel Römischer Kaiser", "Wachtelhof House of Hütter", "MioMio", "Elaya Hotel", "Elaya Hotel Trademark Collection by Wyndham", "Holiday Inn", "Holiday Inn Express", "Hampton by Hilton", "Rilano Hotel Trademark by Wyndham", "Aspire - Trademark by Wyndham", "Spark by Hilton", "Novotel Suites, Ibis Budget, Ibis, Ramada Encore, Rugs Hotel, Blaubeur Tor, Hotel Domicil Bonn, Bodensee Hotel Kreuz, Chester Hotel Heidelberg from Gorgeous Smiling Hotels GmbH, GS Star GmbH, GS Star Deutschland GmbH, GS Hotelbetriebsgesellschaft mbH, Rilano Group GmbH GS Star AT GmbH, G&S Hotelbetriebs GmbH AT, Grote Hotelbetriebs GmbH, Grote Italia GmbH, GS Augsburg Hotelbetriebs GmbH, Rugs Hotel GmbH, Turicum Hotel Management AG, Aspire Hospitality GmbH, Aspire Munich GmbH, Betana Group GmbH or The Hotel Company GmbH (the respective hotel operating company is referred to below as the "Hotel").
- These General Terms and Conditions do not apply to the provision of conference, banquet and event rooms of the hotel for the purpose of holding events such as banquets, seminars, conferences, etc., nor to any other related services and deliveries provided by the Hotel. In this respect, the General Terms and Conditions for Events apply. Furthermore, these General Terms and Conditions do not apply to the provision of fewer than 10 (ten) hotel guest rooms for the accommodation of the customer/guest or to any other related services and deliveries provided by the hotel. In this respect, the General Terms and Conditions for Overnight Stays (Individual Bookings) apply.
- The subletting or transfer of the hotel guest rooms provided, as well as their use for purposes other than accommodation, require the prior written consent of the Hotel, whereby § 540 (1) sentence 2 BGB (German Civil Code) is waived if the customer is not a consumer. For travel agencies/agencies (onward booking), the sale must therefore be agreed with the Hotel in advance and, in the case of a confirmed booking, the Hotel must be notified immediately of the respective guests' full names, addresses and contact person.
- The customer's terms and conditions shall only apply if this has been expressly agreed in writing in advance.

II. CONCLUSION OF THE CONTRACT, CONTRACTUAL PARTNERS; STATUTE OF LIMITATIONS

- The contract is concluded when the Hotel accepts the customer's/guest's request. The hotel must confirm the room reservation to the customer/guest in writing or in text form.
- The contracting parties are the Hotel and the customer/guest. If the customer/guest has booked hotel rooms for third parties, the third party shall be jointly and severally liable to the Hotel with the customer/guest for all obligations arising from the Hotel accommodation contract. The third party is also referred to below as the customer/guest.
- All claims against the Hotel shall generally become time-barred one year after the start of the statutory limitation period. Claims for damages expire after five years, regardless of knowledge. The shortened limitation periods do not apply to claims for damages due to injury to life, limb or health of the customer/guest by the Hotel or to other damages based on an intentional or grossly negligent breach of duty by the Hotel.

III. SERVICES, PRICES, PAYMENT, OFFSETTING

- The Hotel is obliged to keep the rooms booked by the customer available and to provide the agreed services.
- The customer is obliged to pay the agreed or applicable hotel prices for the provision of rooms and any other services used by him. This also applies to services and expenses incurred by the Hotel to third parties at the customer's request. The agreed prices include the taxes and local charges applicable at the time of conclusion of the contract. Local taxes that are owed by the customer/guest themselves under the respective municipal law, such as visitor's tax, are not included. In the event of a change in the statutory value added tax or the introduction, change or abolition of local taxes on the subject matter of the service after conclusion of the Hotel Accommodation Contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the

period between conclusion of the contract and overnight stay exceeds four months.

- After confirmation of the room reservation by the Hotel, any contractual changes must be agreed in writing or in text form. Verbal agreements are not valid.
- The maximum length of stay is 6 (six) months. A new follow-up booking beyond an existing 6-month total stay is not possible, even if the hotel's room occupancy is low.
- Hotel invoices without a due date are payable without deduction within 10 (ten) days of receipt of the invoice. In the event of late payment, the Hotel is entitled to charge interest at a rate of 9% (nine per cent) above the base rate for companies or, in the case of legal transactions involving a consumer, 5% (five per cent) above the base rate. The Hotel reserves the right to prove higher damages.
- For group bookings, the Hotel is entitled to demand a security deposit from the customer/guest by providing and charging a credit card for security up to 100% (one hundred per cent) of the accommodation price.
- The Hotel reserves the right to adjust the rate/accommodation price in the event of postponements or rescheduling of major events or trade fairs at the location or in the region of the hotel. If the customer/guest does not agree with the new rate/accommodation price, they have the right to withdraw from the contract. Reference is made to **Cipher IV, Number 3**.
- The customer/guest may only offset, reduce or exercise a right of retention against a claim by the hotel with an undisputed or legally binding claim.
- The customer agrees that the invoice may be sent to them electronically.

IV. CANCELLATION BY THE CUSTOMER (I. E. CANCELLATION, CANCELLATION)/ NON-UTILISATION OF THE HOTEL'S SERVICES (NO SHOW)

- For group bookings, withdrawal from the Hotel Accommodation Contract or cancellation of the booking is possible as follows:
 - Bookings for 10 (ten) to 20 (twenty) hotel guest rooms are free of charge up to 40 (forty) calendar days before the booked arrival date, from 39 to 15 (thirty-nine to fifteen) calendar days before the booked arrival date, 50% (fifty per cent) of the agreed hotel room price, from 14 to 3 (fourteen to three) calendar days before the booked arrival date, 80% (eighty per cent) of the agreed hotel room price. In the event of withdrawal or cancellation of the group booking 2 (two) calendar days or less before the booked arrival date, as well as in the event of no-show, the agreed price remains payable, less any expenses saved, which the Hotel may charge at a flat rate. Any agreed breakfast portion will not be charged.
 - Bookings of 21 (twenty-one) hotel guest rooms or more are free of charge up to 60 (sixty) calendar days before the booked arrival date, from 59 to 25 (fifty-nine to twenty-five) calendar days prior to the booked arrival date, 50% (fifty per cent) of the agreed hotel room price, from 24 to 3 (twenty-four to three) calendar days prior to the booked arrival date, 80% (eighty per cent) of the agreed hotel room price. In the event of withdrawal or cancellation of the group booking 2 (two) calendar days or less before the booked arrival date, as well as in the event of no-show, the agreed price remains payable, less any expenses saved, which the Hotel may charge at a flat rate. Any agreed breakfast portion will not be charged.
- If the customer/guest has provided their credit card details or made an advance bank transfer as security, the Hotel will charge the fee owed in accordance with **Cipher IV, Number 1** above.
- In the event of cancellation in accordance with **Cipher III, Number 7**, the Hotel shall cancel the customer's/guest's booking free of charge.
- Otherwise, the customer may only withdraw from the Hotel Accommodation Contract concluded with the hotel if there is a statutory right of withdrawal or if the hotel expressly agrees to the cancellation of the contract in writing or in text form.
- In the event of withdrawal in accordance with the above **Cipher IV, Numbers 1 to 3**, the corresponding invoice shall be issued with VAT shown. If written consent to the customer's withdrawal is granted by the Hotel on the condition that the customer/guest must pay compensation for the rooms not used, or if the customer/guest is obliged to (partial) reimbursement of damages to the Hotel, the corresponding invoice shall be issued without VAT. This applies subject to any changes in the administrative instructions of the tax authorities.

V. WITHDRAWAL BY THE HOTEL

- If an advance payment or security deposit requested in accordance with **Cipher III, Number 6** is not provided, the Hotel is entitled to withdraw from the Hotel Accommodation Contract.
- Furthermore, the hotel is entitled to withdraw from the Hotel Accommodation Contract for objectively justified reasons, for example if
 - force majeure or other circumstances beyond the hotel's control make it impossible to fulfil the Hotel Accommodation Contract;
 - hotel guest rooms are booked under false information about facts known to the guest/customer or under fraudulent concealment of essential facts; essential facts may include the identity of the customer, their solvency or the purpose of their stay;
 - the hotel has reasonable grounds to believe that the use of the hotel's services may jeopardize the smooth running of the business, the safety or the public reputation of the Hotel, without this being attributable to the Hotel's sphere of control or organization;
 - the purpose or reason for the stay is unlawful, or there is a violation of the above **Cipher I, Number 3**.
- In the event of justified withdrawal by the Hotel, the customer/guest shall have no claim to compensation.

VI. PROVISION, HANDOVER AND RETURN OF ROOMS

- The customer does not acquire any right to the provision of specific rooms.
- Check-in and check-out times may vary depending on the hotel. The information in the Hotel's booking confirmation is authoritative. After check-in, the check-out times displayed in the respective hotel apply.
- On the agreed departure date, the rooms must be vacated and made available to the hotel at the applicable check-out time. After this time, the hotel may charge 50% of the full accommodation price (list price) for use of the room beyond the contractual period until 6 p.m. and 100% after 6 p.m. due to the late vacation of the room. This does not justify any contractual claims on the part of the customer.

VII. LIABILITY OF THE HOTEL

- The Hotel shall be liable for its obligations under the Hotel Accommodation Contract with the diligence of a prudent businessman. Claims for damages by the customer are excluded. This does not apply to damages resulting from injury to life, limb or health if the hotel is responsible for the breach of duty, and other damages based on an intentional or grossly negligent breach of duty by the Hotel. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the Hotel. Should disruptions or defects occur in the hotel's services, the Hotel will endeavor to remedy the situation upon becoming aware of it or upon immediate complaint by the customer. The customer is obliged to contribute what is reasonable to remedy the disruption and minimize any possible damage.
- Exhibition items or other items, including personal items, brought into the hotel are at the customer's own risk. The Hotel accepts no liability for loss, destruction or damage, including financial loss, except in cases of gross negligence or intent on the part of the hotel. This does not apply to damage resulting from injury to life, limb or health.
- The Hotel is liable to the customer/guest for items brought into the hotel in accordance with the statutory provisions of § 702 BGB (German Civil Code), i.e. up to one hundred times the hotel room price, but not exceeding € 3,500, and for money, securities and valuables only up to € 800. Liability claims shall lapse unless the customer notifies the hotel in writing or in text form immediately after becoming aware of the loss, destruction or damage (§ 703 BGB). Money, securities and valuables can be stored in the hotel or room safe up to a maximum value of € 7,500; a separate storage agreement must be concluded between the Hotel and the customer/guest for this purpose. The Hotel recommends making use of this option.
- If the customer/guest is provided with a parking space in the hotel garage or on a hotel car park, even for a fee, this does not constitute a safekeeping agreement. The Hotel is not liable for loss of or damage to motor vehicles parked or maneuvered on the hotel premises and their contents, except in cases of intent or gross negligence. This also applies to the Hotel's vicarious agents. The above **Cipher VII, Number 1, Sentences 2 to 4** apply accordingly.

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5. The use of the communal facilities (sauna, swimming pool, fitness room and other leisure facilities) and the garden is at the customer's/guest's own risk. Parents are liable for their children in this context in particular.
6. Wake-up calls are carried out by the hotel with the utmost care. Messages, post and goods deliveries for guests are handled with care. The Hotel will deliver, store and, on request, forward them for a fee. The above **Cipher VII, Number 1, Sentences 2 to 4** apply accordingly.
7. The Hotel accepts no liability for services offered by third-party service providers (such as package services such as harbor tours, museum admission, etc.) during the hotel stay.

VIII. COPYRIGHT, NAMES

Names, images, information, prices, protected brands and trademarks, the company or logos of the Hotel or a third party may only be used by the customer/guest if the partner has the written consent of the Hotel or the legal owner.

IX. LIABILITY AND INDEMNIFICATION FROM CLAIMS RELATING TO WLAN OR WIFI USE

The guest is responsible for the data transmitted via a WLAN connection, the chargeable services used and the legal transactions carried out. If the guest visits chargeable websites or enters into liabilities, the resulting costs shall be borne by him.

The guest is obliged to comply with applicable law when using the WLAN network. In particular, the guest shall:

1. not use the WLAN network to access or distribute immoral or illegal content;
2. not unlawfully reproduce, distribute or make available any copyright-protected goods;
3. observe the applicable regulations for the protection of minors;
4. not send or distribute harassing, defamatory or threatening content;
5. not use the WiFi network to send mass messages (spam) and/or other forms of unauthorised advertising;
6. note that it is expressly prohibited to visit file-sharing websites, in particular to download music and/or films via the hotel network/Internet access.

The customer/guest indemnifies the Hotel against all damages and claims by third parties based on illegal use of the Wi-Fi network by the customer/guest and/or a breach of these agreements; this also extends to costs and expenses associated with the claim or its defense. If the customer/guest recognizes or should recognize that such a legal violation and/or breach has occurred or is imminent, they shall notify the hotel of this circumstance.

X. FINAL PROVISIONS

1. Amendments or additions to the hotel accommodation contract, the acceptance of applications or these terms and conditions for hotel accommodation must be made in writing or in text form. Unilateral amendments or additions by the customer are invalid.
2. The place of performance and payment is the registered office of the respective hotel.
3. The exclusive place of jurisdiction – also for disputes concerning cheques and bills of exchange – in commercial transactions is Munich. If a contracting party fulfils the requirements of Section 38 (2) of the German Code of Civil Procedure (ZPO) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the Hotel.
4. German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions is excluded.
5. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. The same applies in the event of an unintended loophole. In all other respects, the statutory provisions shall apply.