

GENERAL TERMS AND CONDITIONS FOR ACCOMMODATION (single 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 1 (one) hotel guest room for the accommodation of the customer/guest, as well as all other services and deliveries provided by the hotel for the customer/guest (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," "Blaubeurer 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., or to any other related services and deliveries provided by the Hotel. In this respect, the separate General Terms and Conditions for Events apply. Furthermore, these General Terms and Conditions do not apply to the provision of more than 9 (nine) 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 (Group 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 in advance with the Hotel and, in the case of a confirmed booking in writing, the Hotel must be notified immediately of the respective guests' full name, 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, CONTRACTING PARTIES; LIMITATION PERIOD

- 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 a third party has made the reservation for the customer/guest, they shall be jointly and severally liable to the Hotel with the customer/guest for all obligations arising from the Hotel accommodation contract.
- 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 a visitor's tax, are not included. In the event of a change in the statutory sales 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 the 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 excluded, 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 percent) above the base rate for companies or, in the case of legal transactions involving a consumer, 5% (five percent) above the base rate. The Hotel reserves the right to prove higher damages.
- If the Smart Flex Rate/Cancellable Rate is agreed, the Hotel is entitled to request a security deposit from the customer/guest for the booking by providing and charging a credit card for security up to 100% (one hundred percent) of the accommodation price. If the Best Online Price/Non-Refundable Rate is agreed, the Hotel is entitled to request an advance payment of 100% (one hundred percent) 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-UTILIZATION OF THE HOTEL'S SERVICES (NO SHOW)

- In the case of a Best Online Price/Prepaid Rate/Non-Refundable Rate booking, the entire agreed accommodation price remains payable in the event of withdrawal from the Hotel Accommodation Contract or cancellation of the booking by the customer/guest or in the event of the customer/guest not arriving. The Hotel will retain any amount already paid at the time of booking, less any expenses saved, which the Hotel may charge at a flat rate.
- In the case of a Smart Flex Rate/Cancellable Rate booking, the customer/guest may cancel their booking free of charge until 6:00 p.m. on the day of arrival. If the customer/guest does not arrive by 6:00 p.m. on the day of arrival or cancels after 6:00 p.m. on the day of arrival, the Hotel will charge a fee of 90% (ninety percent) of the agreed price. If the customer/guest has provided their credit card details and a security deposit or advance payment as security, the Hotel will charge the fee accordingly.
- In the event of cancellation in accordance with **Cipher III, Number 7**, the Hotel will 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 cancellation in accordance with **Cipher IV, Numbers 1 to 3** above, the corresponding invoice will be issued with VAT shown. If the Hotel grants written consent to the customer's cancellation on the condition that the customer 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 made, 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 fulfill 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, solvency, or the purpose of the 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 occasion of the stay is illegal; 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 claim 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 decisive. 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 that, the Hotel may charge 50% (fifty percent) of the full accommodation price (list price) for use of the room beyond the contractual period until 6:00 p.m. due to the delayed vacation of the room, and 100% (one hundred percent) after 6:00 p.m. This does not give rise to any contractual claims on the part of the customer/guest.

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/guest. The customer/guest 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 risk of the customer/guest. 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 price of the overnight stay for the Hotel guest room for the entire booked stay, but not exceeding € 3,500, and for money, securities, and valuables, but only up to € 800. Liability claims shall lapse if the customer does not notify the Hotel in writing or in text form immediately after becoming aware of 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 parking lot, 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.

- 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.

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- Wake-up calls are carried out by the hotel with the utmost care. Messages, mail, and goods deliveries for guests are handled with care. The Hotel will deliver, store, and, upon request, forward them for a fee. The above **Cipher VII, Number 1, Sentences 2 to 4** apply accordingly.
- 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, NAME RIGHTS

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:

- not use the WLAN network to access or distribute immoral or illegal content;
- not illegally reproduce, distribute, or make available any copyrighted material;
- observe the applicable youth protection regulations;
- not send or distribute harassing, defamatory, or threatening content;
- not use the WiFi network to send mass messages (spam) and/or other forms of unauthorized advertising;
- 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 violation and/or breach has occurred or is imminent, they shall notify the Hotel of this circumstance.

X. FINAL PROVISIONS

- 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.
- The place of performance and payment is the registered office of the respective hotel.
- The exclusive place of jurisdiction – also for disputes concerning checks and bills of exchange – in commercial transactions is Munich. If a contractual partner fulfills the requirements of § 38 (2) ZPO (German Code of Civil Procedure) and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the Hotel.
- German law applies. The application of the UN Convention on Contracts for the International Sale of Goods and conflict of laws provisions is excluded.
- 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.