

**1. General Terms and Conditions for Hotel Accommodation Contracts**

**1.1.** These terms and conditions apply to all contracts for the rental of hotel rooms; service and facilities booked in connection during the stay at the telexa hotel GmbH. The guest (for purpose of the contract called "guest") has to apply with the hotel (for the purpose of the contract called "hotel") terms and conditions.

**1.2.** If these general terms and conditions differ and/ or conflict with supplementary terms and conditions, it becomes not a part of the contract even at the guest knowledge unless their validity is expressly agreed in writing.

**2. The contract**

**2.1.** The contract comes into force with the hotel when the guest has made the booking. The hotel is at liberty to confirm the booking for the guest in writing.

**3. Room occupancy**

**3.1.** The rooms are provided solely for accomodation purposes.

**3.2.** The sub-letting of the rooms as well as their use for purposes other than accomodation requires prior approval of the hotel in writing, whereby Section 540 BGB (German Civil Code) shall be waived.

**3.3.** The guest has to claim to certain rooms, unless it is separately agreed. If particluar rooms in the hotel are not available, the hotel must provide the guest a room either within the hotel or in a nearby hotel of the same category. In the alternative offer is rejected by the guest, guest services which were already provided by the hotel shall be refunded immediately.

**4. Price and payment terms and conditions**

**4.1.** Prices are valid until the time of contract end. All prices are included of legal taxes VAT. Municipal taxes which the guest owes to the respective municipal law itself are not included in the price and the guest and their partners are obliged in addition to pay these at the hotel according to local rates.

**4.2.** The bill is without prejudice to statue 4.4.-4.6, with provision of the service and facilities payable not later than the day of departure. The guest can settle the invoice amount at the hotel.

**4.3.** Hotel invoices not showing a due date are to be paid in full within 10 days rom receipt of the invoice. The hotel can request the immediate payment of outstanding amounts at any time from guest. If payment is delayed, the hotel is entitled to charge an interest rate of 5% above the current base rate . Legal transactions in which a guest is not involved, a charge of 8% i interest rate above the current base rate may apply.

**4.4.** The hotel is entitled to demand from the guest a reasonable advance payment up to 90 %, as a security deposit in the form of a credit card guarantee or deposit up to 90 % of the agreed amount to secure the booking. The amount of the advance payment and the due date will be agreed in the contract in writing. In case of advance payments or dsecurity eposits for package-tours the statutory provisions are cwaived and alculated as per package tour.

**4.5.** For late payments or expansion of the contract from the guest, the hotel is entitled to demand, even after the completion of the contract until the beginning of the stay, an advance or security deposit within the meaning of statute 4.4. or an increase in the agreed contract advance payment or security deposit.

**4.6.** The hotel is also entitled, at the beginning and during the stay of the guests to demand a reasonable advance payment up to 90 % of the agreed amount or security deposit for the purposes above, statute 4.4. for existing and future claims arising from the contract if one is not already under the above statute 4.4. and 4.5.

**5. Cancellation of booking by the guest (cancellation and termination) or non-arrival (No show)**

**5.1.** If the guest cancels the booking or does not arrive at the agreed time, the hotel has the right to re-allocate the unused rooms.

**5.2.** If the hotel has not given a date for any cancellation costs agreed in the contract, the guest may withdraw from the contract without incurring payment or damage compensation claims by the hotel. This right ceases if a cancellation date has been agreed in the contract in writing. From this point on the guest has the cancellation right in accordance with statutory regulations.

**5.3.** If the cancellation right of contract termination is not agreed or already expired, there is no statutory obligation to cancel or terminate the contract. If the hotel does not agree to cancel the contract, the hotel has the right to claim agreed payment of booked services and facilities in spite of non usage of services by the guest.

**5.4.** For unused rooms, which the hotel could have taken revenue, the hotel has the right to claim compensation from the guest, taking into account saved expenses.

**5.5.** If the room is not resold to someone else, the hotel has a choice to either calculate a specific payment of compensation for a cancellation or charge a cancellation flat rate. This is calculated from the contractually agreed payment taking into account saved expenses. The guest is obliged in this case to pay the following charges, per night:

**5.5.1.** with or without breakfast; 90% of the contracted price

**5.5.2.** with half board; 70%

**5.5.3.** with full board; 60%

**5.6.** The deduction of saved expenses is provided in the above regulations. The guest has a right to ask for proof for the mentioned claim or damages to the hotel as in statute S. 4 and statute S. 5.

**5.7.** It is recommended to take out a private holiday cancellation insurance.

## 6. Cancellation of the booking by the hotel

6.1. The hotel is entitled to cancel the contract by justifiable cause if:

6.1.1. An agreed upon due service from the guest even after a reasonable extension period set by the hotel is not provided.

6.1.2. Rooms were booked under misleading or false information or concealment by the guest which may cause damage to the hotel.

6.2. The authorised cancellation by the hotel does not entitle the client to get compensation

## 7. Liability

7.1. The liability of the hotel depends on the law. For guest property brought into the hotel, the legal section § § 701ff. BGB shall apply.

7.2. The guest as part of this statutory duty mitigates for damages; damage was not caused by gross negligence or wilful intent, remedy problems to minimise any possible damage. Any faults or damage must immediately be brought to the attention of the hotel.

## 8. Final provisions

8.1. The legal relationship between the hotel and guest and these general terms and conditions are governed by German law. The application of the CISG and private international law is excluded.

8.2. The terms and conditions of statute 8.1. are binding by law of state in which the guest is staying, if and to the extent that the guests has signed a contract that is not of professional or commercial nature (consumer contract) and if the contracting party of the completion of the contract legal actions required in the normal place of residence.

8.3. If these sections or statutes of the terms and conditions are invalid, or lose, their legal validity later on, the validity of the remaining provisions shall not be affected.