

These terms and conditions shall apply to all services such as e.g. lodging services, the provision of conference and banquet rooms for the holding of events and to all other services and deliveries connected therewith. They apply in the same way to the provision of other rooms, spaces and areas. The following terms and conditions shall apply exclusively. Terms and conditions of clients (uniform designation for the organizer/purchaser/guest, etc.) shall not become part of the contract, even if they have not been expressly contradicted.

## I. General

1. Contractual relationship

The reservation of rooms and areas as well as the agreement of other deliveries and services become binding for both parties upon confirmation by the Mauritzhof Hotel or, if this is no longer possible due to time constraints, upon provision. The reservation of rooms, spaces and areas establishes a rental relationship. Subletting or reletting as well as use of hotel rooms for purposes other than temporary accommodation requires the prior written consent of the Mauritzhof Hotel. If the reservation is made by a third party, such third party shall become a contracting party, notwithstanding any effective authorization by the guest, and shall be jointly and severally liable with the guest for all obligations arising from this contract.

If other rooms, spaces or areas, which are not contractually agreed upon, are used without the prior consent of the Mauritzhof Hotel, the use will be charged accordingly with an additional room rent.

2. Terms of payment

The customer undertakes to pay the full amount of the booked service in cash, by EC or credit card upon arrival. This also applies to the costs and expenses incurred by the hotel to third parties in connection with the ordered service.

All invoices issued by the Mauritzhof Hotel on the basis of a declaration of acceptance of costs are due for payment without deduction within 8 days of the invoice date. In any case, the Mauritzhof Hotel may demand an advance payment of an appropriate amount from the guest. If the aforementioned payment deadlines are exceeded, the guest will be in default without the need for a reminder. From the time of default, the Mauritzhof Hotel is entitled to charge interest on arrears in the amount of 3% above the respective prime rate of the European Central Bank. The assertion of a higher damage caused by default remains unaffected. A reminder fee of € 20.00 may be charged in each individual case for reminders sent after the default has occurred.

3. Invoicing

The organizer/orderer has to report the correct invoicing upon conclusion of the contract or at the latest upon departure. In case of a change of the invoice address after its issuance, the hotel reserves the right to charge a handling fee of  $\in$  10.00.

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4. Liability in case of damage

The attachment of decorative material or other objects is not permitted without the consent of the hotel. For damages to the furnishings or inventory during the stay, the costs will be charged to the causer. If this cannot be determined, the organizer/orderer is liable. The hotel staff must be informed immediately of any damage caused.

5. Additional cleaning

Smoking is not permitted in the entire hotel. In case of violation, the Mauritzhof Hotel is entitled to charge a cleaning fee of  $\notin$  200.00 as well as the lost amount caused by the loss of the room for the period of time the room cannot be rented.

The Mauritzhof Hotel is also entitled to charge a cleaning fee of at least € 200.00 if the room is soiled beyond normal use.

6. Prices

As far as legal value added tax is applicable, it is included in the price. An increase of the value added tax after conclusion of the contract is at the expense of the guest. If a fixed price was agreed upon and if there are more than 6 months between the conclusion of the contract and the provision of services, the Mauritzhof Hotel reserves the right to make an appropriate price change.

7. Commission

A commission of 8% will only be granted upon request and requires written confirmation by the Mauritzhof Hotel. The basis for the calculation of the commission are the net prices and are only applicable to the room rates and room rentals. Food and beverages are excluded from commission.

8. 8. Food and beverages

Bringing in as well as ordering food and beverages from outside the hotel is not allowed.

9. Severability clause

Should one or more provisions of the GTCs be invalid, this shall not affect the validity of the other provisions.

## II. Room reservation

1. Arrival and departure

The guest does not acquire any right to the provision of certain rooms. The determination of the rooms to be assigned to the guest is made by the Mauritzhof Hotel on the day of arrival. Booked rooms are available to the guest from 4:00 p.m. on the day of arrival and until 12:00 a.m. on the day

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of departure. The guest has no right for an earlier check in or later check out, unless this has been expressly agreed to.

If the room is not vacated after the agreed time, the Mauritzhof Hotel is entitled to charge the guest for the additional use of the room after 3:00 p.m. in addition to the damage incurred. The guest has the right to prove to the Mauritzhof that no damage or a significantly lower damage has been incurred.

2. Cancellation and no-show

In the event of force majeure or other reasons for prevention for which the Mauritzhof Hotel is not responsible, in particular those outside its sphere of influence, the Mauritzhof Hotel reserves the right to withdraw from the contract without the customer being entitled to any compensation claims.

All bookings require a valid credit card. The booked hotel rooms will be kept free for the guest in any case. Cancellation of individual bookings (up to 5 rooms) are free of charge up until 1 day before the arrival 6:00 p.m. and must be submitted to the hotel in written form. When the panorama suite is booked the booking can be cancelled up to 7 days before the arrival free of charge. In case of a cancellation after this period or no-show and no possibility of subletting, 90% of the agreed room rate of the first night will be charged. A room is considered to be unoccupied if the guest has arrived by 10:00 p.m. on the day of the arrival, unless a later arrival of the guest has been announced in advance.

In case of a booked stay longer than 3 days, 90% of the unused but booked services will be charged in case of early departure. In any case, the hotel will make every effort to sublet rooms that have not been used in order to avoid cancellation fees. Until the further allocation of the contractually agreed rooms, the customer is liable for the duration of the contract and in consideration of the aforementioned cost regulation.

The 14-day right of withdrawal according to § 355 BGB does not apply.

3. Prices

The prices are daily prices and are based on supply and demand at the time of service provision, as well as the respective season and the booked room category, which can be viewed on our website at www.mauritzhof.de.

## III. Events and meetings

1. Availability

The booked event rooms are only available at the times agreed in writing. Exceeding the agreed time can only be granted after consultation with the event office and subject to availability. If the contractually agreed time is exceeded, the Mauritzhof Hotel is entitled to charge an additional room rental of at least € 50.00 per hour as well as the damage caused to the loss of availability.

The Mauritzhof Hotel reserves the right to replace the booked event or meeting room for the actual event with another room of equal or better size and equipment.

2. Number of participants

For events, the final number of guests will be agreed upon in writing between the hotel and the event organizer 10 days prior to the event. The hotel will provide and charge food and beverages for the announced number of participants. In the event of a deviation of participants of more than 15% from the contractually agreed number of participants, the hotel reserves the right to charge a cancellation fee of 90% of the cancelled service.

3. Payment condition

Up to 60 days before the event, an advanced payment of 30% of the booked service must be made to the account indicated below. If there are less than 60 days between the signing of the contract and the date of the event, an advance payment in the amount of the respective cancellation fee will be due (see 4. Withdrawal and cancellation). The remaining amount will then be settled as individually agreed in the contract.

If the payment could not be recorded on our account within 6 working days, the Mauritzhof Hotel reserves the right to put the reserved rooms, areas and rooms back on sale and to withdraw from the contract.

4. Withdrawal and cancellation

In the event of force majeure or other reasons for prevention for which Mauritzhof Hotel is not responsible, in particular those beyond its sphere of influence, Mauritzhof Hotel reserves the right to withdraw from the contract without the customer being entitled to any claims for compensation.

In the event of cancellation on the part of the orderer, the following cancellation fees will be charged on all booked services, regardless of the cause of cancellation:

Up to 60 days before date of arrival = free of charge

Up to 45 days before the date of arrival = 30% of the booked services

Up to 30 days before date of arrival = 40% of the booked services

Up to 15 days before arrival = 60% of the booked services

From 14 days before arrival = 90% of the booked services

The 14-day right of withdrawal according to § 355 BGB does not apply.

In case equipment ordered by externals or other items placed with third parties by the Mauritzhof Hotel on behalf of the customer, the corresponding cancellation conditions of the third party shall apply.

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10 % of the agreed hotel rooms (max. 3 rooms) can be returned free of charge until the day before arrival. The right of withdrawal can be exercised only once and is valid only if the other contractual services are remaining. In any case, the hotel will make every effort to sublet event rooms and hotel rooms that have not been used. Until the further allocation of the contractually agreed event rooms and hotel rooms, the customer is liable for the duration of the contract and in consideration of the aforementioned cost regulation.

5. Public announcements

Newspaper advertisements and public invitations as well as sales events require the prior written consent of the Mauritzhof Hotel. The Mauritzhof Hotel has the right to cancel the event if the publication impairs essential interests of the Mauritzhof Hotel or if the Mauritzhof Hotel has justified reason to believe that the event threatens to endanger the operation of the business, the safety, the reputation of the hotel or the guests. The organizer shall then not be entitled to any claims for damages.

6. Technical Equipment and Inventory

Insofar as the Mauritzhof Hotel provides technical or other equipment for the event organizer, regardless of whether it is the hotel's own equipment or that of a third party, the customer shall be liable for the careful handling and proper return of this equipment.

7. Additional services

The organizer/orderer shall be liable for the payment of any additional food, drinks and other services ordered by the event participants.

The organizer may bring food and beverages only with the prior written consent of the Mauritzhof Hotel. A service fee will then be charged.

If, on the day of the event, the organizer wishes to modify the conference and event room in a way that was not agreed in advance or deviates from the previously discussed set-up, the Mauritzhof Hotel will charge an additional fee for the additional effort.

8. Liability

If the orderer is not at the same time the organizer, both are liable as joint and several debtors.

## IV. Group reservations (more than 5 rooms)

1. Guest list

For group reservations, the customer shall provide the hotel with a list of participants no later than 10 days prior to arrival.

2. Liability

If the orderer is not a guest at the same time, both are liable as joint and several debtors.

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3. Terms of payment

Up to 60 days before the arrival, an advanced payment of 30% of the booked service must be made to the account indicated below. If there are less than 60 days between the signing of the contract and the arrival date, an advance payment of the amount of the respective cancellation fee will be due (see 4. Withdrawal and cancellation). The remaining amount will then be settled as individually agreed in the contract.

If the payment could not be recorded on our account within 6 working days, the Mauritzhof Hotel reserves the right to put the reserved rooms, areas and rooms back on sale and to withdraw from the contract.

4. Withdrawal and cancellation

In the event of force majeure or other reasons for prevention for which Mauritzhof Hotel is not responsible, in particular those outside its sphere of influence, Mauritzhof Hotel reserves the right to withdraw from the contract without the customer being entitled to any compensation claims.

In the event of cancellation on the part of the orderer, the following cancellation fees will be charged on all booked services, regardless of the cause of cancellation:

Up to 60 days before date of arrival = free of charge

Up to 45 days before the date of arrival = 30% of the booked services

Up to 30 days before date of arrival = 40% of the booked services

Up to 15 days before arrival = 60% of the booked services

From 14 days before arrival = 90% of the booked services

The 14-day right of withdrawal according to § 355 BGB does not apply.

10% of the agreed hotel rooms (max. 3 rooms) can be returned free of charge until the day before arrival. The right of withdrawal can only be exercised once and is only set in the event that the other contractual services are used. In any case, the hotel will make every effort to sublet hotel rooms that have not been used. Until the further allocation of the contractually agreed hotel rooms, the customer is liable for the duration of the contract and in consideration of the aforementioned cost regulation.