

GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT (AGBH 8.1)

1. SCOPE

1.1 These terms and conditions apply to contracts for the temporary rental of hotel rooms for accommodation, as well as all additional services and deliveries provided by the hotel in this context (hotel accommodation contract). They do not apply to package tours within the meaning of § 651a BGB. The term “hotel accommodation contract” encompasses and replaces the following terms: accommodation, guest reception, hotel, and hotel room contract.

1.2 Subleasing or further leasing of the provided rooms, as well as their use for purposes other than accommodation, requires prior written consent from the hotel, with the right to termination in accordance with § 540 paragraph 1 sentence 2 BGB being excluded.

1.3 General terms and conditions of the customer apply only if explicitly agreed upon in writing.

2. CONTRACT CONCLUSION, PARTIES

The contracting parties are the hotel and the customer. The contract is concluded by the hotel accepting the customer’s request. In the case of booking via the hotel’s own website, the contract/reservation confirmation is established.

3. SERVICES, PRICES, PAYMENT, OFFSETTING

3.1 The hotel is obliged to keep the rooms booked by the customer ready and to provide the agreed services.

3.2 The customer is obliged to pay the agreed or applicable prices for the room rental and additional services provided. This also applies to services commissioned directly by the customer or through the hotel that are provided by third parties and paid for by the hotel.

3.3 The agreed prices include the taxes and local charges applicable at the time of the contract conclusion. Local charges, such as tourist tax, which are owed by the guest according to local municipal law, are not included. In the case of changes in statutory VAT or the introduction, modification, or abolition of local taxes on the service object after the contract has been concluded, the prices will be adjusted accordingly. This only applies to contracts with consumers if the period between the conclusion of the contract and its fulfillment exceeds four months.

3.4 If payment by invoice is agreed upon, payment must be made within ten days of receipt of the invoice, unless otherwise agreed, without deduction.

3.5 The hotel is entitled to request a reasonable advance payment or security deposit, such as in the form of a credit card guarantee, upon conclusion of the contract. The amount of the

advance payment and the payment dates can be agreed upon in writing in the contract. In the event of default by the customer, the statutory provisions apply.

3.6 In justified cases, such as payment arrears of the customer or expansion of the scope of the contract, the hotel is entitled to demand an advance payment or security deposit as mentioned above in section 3.5, or an increase in the previously agreed advance payment or security deposit up to the full agreed remuneration, even after the contract has been concluded.

3.7 The Art Hotel is also entitled to request a reasonable advance payment or security deposit at the beginning and during the stay for existing and future claims under the contract, provided that such a payment has not already been made according to section 3.5 and/or section 3.6.

3.8 The customer may only offset or assert a right of retention against a claim of the hotel with an undisputed or legally enforceable claim.

3.9 The customer agrees that the invoice can be sent electronically.

4. CANCELLATION BY THE CUSTOMER / NON-UTILIZATION OF HOTEL SERVICES (“NO SHOW”)

4.1 A unilateral withdrawal by the customer from the contract with the hotel is only possible if a right of withdrawal is explicitly agreed in the contract or a statutory right of withdrawal or termination exists.

4.2 If a free cancellation period has been agreed upon between the hotel and the customer, the customer can withdraw from the contract until that date without triggering any payment or damage claims by the hotel. The right of withdrawal expires if not exercised in writing by the agreed date.

4.3 If no right of withdrawal has been agreed or if it has already expired and no statutory right of withdrawal or termination exists, the hotel retains the right to the agreed remuneration despite non-utilization of the service. The hotel must credit the income from the rental of the rooms elsewhere and the savings made. If the rooms are not rented out elsewhere, the hotel can estimate the savings. The customer is free to prove that the claim of the hotel did not arise or not to the required extent.

4.4 The hotel has the following cancellation conditions: 28-21 days before arrival 40%, 21-7 days before arrival 60%, and 7-1 day before arrival 80% of the agreed overnight price without additional services. In principle, the customer is not relieved of this obligation by being unable to arrive due to personal reasons, such as illness or professional or family reasons. Therefore, we generally recommend taking out travel cancellation insurance.

5. CANCELLATION BY THE HOTEL

5.1 If it has been agreed that the customer can withdraw from the contract free of charge within a certain period, the hotel is also entitled to withdraw from the contract during this

period if inquiries from other customers for the contractually booked rooms are present and the customer does not waive their right of withdrawal upon request by the hotel with a reasonable deadline. This also applies to granting an option if other inquiries are present and the customer is not willing to make a firm booking upon request by the hotel with a reasonable deadline.

5.2 If an advance payment or security deposit agreed upon or requested in accordance with section 3.5 and/or section 3.6 is not made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

5.3 Furthermore, the Art Hotel is entitled to withdraw extraordinarily from the contract for a justified reason, especially if:

- Force majeure or other circumstances not attributable to the hotel make the fulfillment of the contract impossible;
- Rooms or spaces are booked under misleading or false information or concealment of essential facts; essential facts may include the identity of the customer, their solvency, or the purpose of the stay;
- The hotel has justified reason to assume that the utilization of the service could jeopardize the smooth operation, safety, or reputation of the hotel in public, without this being attributable to the hotel's control or organization;
- The purpose or occasion of the stay is illegal;
- There is a breach of section 1.2 mentioned above.

5.4 The hotel's justified cancellation does not entitle the customer to claim damages. Should there be a claim for damages by the hotel against the customer due to a cancellation according to section 5.2 or 5.3, the hotel may estimate this claim. Section 4.3 applies accordingly in this case.

6. ROOM AVAILABILITY, HANDOVER, AND RETURN

6.1 The customer does not acquire any claim to the provision of specific rooms unless expressly agreed in writing.

6.2 Booked rooms are available to the customer from 3:00 PM on the agreed arrival day. The customer has no right to earlier availability.

6.3 On the agreed departure day, rooms must be vacated by 10:00 AM at the latest. Thereafter, the hotel may charge 50% of the full accommodation price (according to the price list) for the contractually exceeded use of the room until 6:00 PM, and 90% from 6:00 PM onwards. Contractual claims of the customer are not established by this. The customer is free to prove that the hotel has not incurred any or only a significantly lower claim for usage fees.

7. HOTEL LIABILITY

7.1 The hotel is liable for damages caused by it due to injury to life, body, or health. It is also liable for other damages based on intent or gross negligence of the hotel, or on an intentional or negligent breach of contractually typical obligations of the hotel. Contractually

typical obligations are those that make the proper execution of the contract possible and that the customer relies on or may rely on. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Further claims for damages are excluded unless otherwise regulated in this section 7. If disruptions or defects in the hotel's services occur, the hotel will, upon knowledge or prompt complaint by the customer, endeavor to remedy the issue. The customer is obliged to contribute what is reasonable to remedy the disruption and to minimize any possible damage.

7.2 For items brought in, the hotel is liable to the customer according to legal provisions. The hotel recommends using the hotel or room safe. If the customer 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, a separate storage agreement with the hotel is required.

7.3 If a parking space in the hotel garage or on the hotel parking lot is provided to the customer, even for a fee, no custody contract is established. In case of loss or damage to vehicles and their contents parked or maneuvered on the hotel premises, the hotel is only liable according to section 7.1, sentences 1 to 4.

7.4 Wake-up calls are not provided by the hotel. Messages for customers are handled with care. The hotel can, after prior agreement with the customer, accept, store, and – if desired – forward mail and parcels for a fee. The hotel is liable only according to section 7.1, sentences 1 to 4.

8. FINAL PROVISIONS

8.2 If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction is Ahlen in Westphalia. However, the hotel may also sue the customer at their place of business. The same applies to customers not falling under sentence 1, if they do not have their seat or residence in an EU member state.

8.3 German law applies. The application of the UN Sales Convention is excluded.

8.4 In accordance with legal requirements, the hotel informs that the European Union has established an online platform for the extrajudicial resolution of consumer disputes ("OS Platform"): <http://ec.europa.eu/consumers/odr/>. However, the hotel does not participate in dispute resolution procedures before consumer arbitration boards.

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