

# T&Cs

General terms and conditions (T&Cs) of Citylight Hotel GmbH for hotel accommodation contracts, as of 9 June 2017

## 1. SCOPE

- 1.1 These terms and conditions apply to contracts for the temporary use of hotel rooms for accommodation and all other goods and services provided in this regard for the customer by the following hotel:
  - **Citylight Hotel GmbH**, Böttgerstraße 23, 13357 Berlin (hereinafter referred to as Citylight Hotel or the hotel)
  - The term "hotel accommodation contract" covers and replaces the following terms: accommodation, guest hosting, hotel, hotel room agreement.
  - The term "customer" covers the ordering party, guest, tenant, event organiser, agent etc.
- 1.2 Sub-letting or letting the rooms provided to others and their use for purposes other than accommodation requires the prior written agreement of the hotel, whereby Section 540 Para. 1 Sentence 2 of the German Civil Code (BGB) does not apply if the customer is not a consumer.
- 1.3 The customer's general terms and conditions only apply if this has been explicitly agreed to in advance.

## 2. CONCLUDING THE CONTRACT - PARTNERS, LAPSE

- 2.1 The contract comes into existence by the hotel accepting the customer's request. The hotel is free to confirm the room booking in written form.
- 2.2 The contractual partners are the hotel and the customer. If the booking is not made by the customer themselves but rather via a third party, they are liable to the hotel jointly with the customer for all obligations from the contract as joint and several debtors. The third party is also obliged to pass on to the customer all information relating to the booking, in particular these general terms and conditions.
- 2.3 Bookings may only be made by people who have full legal capacity.
- 2.4 All claims against the hotel lapse one year from the start of the statutory limitation period. This does not apply to claims for damages and other claims if the latter are based on a deliberate and grossly negligent duty infringement by the hotel.

## 3. SERVICES, PRICES, PAYMENT, OFFSETTING

- 3.1 The hotel is obliged to keep free the room booked by the customer and provide the agreed services.
- 3.2 If it is not possible for justified reasons to accommodate the customer in the booked hotel, the hotel is entitled to accommodate the customer in another hotel of a similar or better standard and services without claims for redress being made against the hotel.
- 3.3 The customer is obliged to pay the prices agreed with or applicable to the hotel for the room provision and the other services used. This also applies to services requested by the customer directly or via the hotel that were provided by a third party but paid for in advance by the hotel.
- 3.4 The agreed prices are understood as including the taxes and local fees applicable at the time the contract was concluded. In Berlin a local fee has been collected in the form of the city tax since 01/01/2014. This is 5% of the accommodation price. People travelling for business reasons and groups travelling for education purposes under the execution regulations of the Senate Administration for Education, Youth and Science are excluded from the fee if they provide the relevant written evidence. The prices are modified accordingly for changes to the statutory value-added tax or the introduction, modification or cancellation of local fees on the service provided after the contract is concluded. For contracts with consumers this only applies if the period between concluding and fulfilling the contract exceeds four months.
- 3.5 The hotel can make its agreement to the subsequent reduction in the number of rooms booked, the hotel's service or the customer's accommodation term dependent on increasing the price for the rooms and/or the other hotel services.
- 3.6 Hotel invoices without a due date are to be paid without deduction within ten days of receiving the invoice. The hotel may request the immediate payment of all receivables due at any time from the customer. If the customer is in default of payment, the statutory provisions apply. The hotel may provide evidence of higher damages.
- 3.7 The hotel is entitled to request an appropriate advance payment or deposit, e.g. in the form of a credit card guarantee, on conclusion of the contract by the customer. The level of the advance payment and payment deadlines can be agreed in written form in the contract.

- 3.8 In justified cases, e.g. payment arrears by the customer or extending the scope of the contract, the hotel is entitled even after concluding the contract until the stay starts to request an advance payment or deposit as defined by Number 3.6 above or collect the advance payment or deposit agreed in the contract up to the full agreed payment.
- 3.9 The hotel is also permitted at the start of or during the customer's stay to request an appropriate advance payment or deposit as defined by Number 3.6 above for existing and future claims from the contract if such was not already paid under Number 3.6 above and/or Number 3.7.
- 3.10 The customer may only offset or charge on an undisputed or legally binding claim against the hotel's claim.
- 3.11 If nothing further has been agreed, the customer must pay the fee owed at the latest on arrival. Later payment on account is only possible with the hotel's approval. If payment is made by a third party, a valid cost acceptance must be presented at the latest on the date of arrival.
- 3.12 The hotel is entitled to request an appropriate advance payment for groups of 15 or more people.

## 4. WITHDRAWAL BY THE CUSTOMER (CANCELLATION) / NON-USE OF THE HOTEL'S SERVICES (NO SHOW)

- 4.1 Individual travellers (fewer than 15 people)
  - 4.1.1 If no other agreement is available in written form, the booking can be cancelled free of charge up to 18:00 (local time) on the date of arrival. For bookings during event and/or trade fair periods a cancellation period of 14 days applies for cancellations to be free of charge.
  - 4.1.2 Bookings with the note "non-refundable" or "cannot be cancelled" cannot be cancelled free of charge. If they are cancelled no refund is provided.
  - 4.1.3 If a non-refundable or non-cancellable booking is not started or is cancelled within the periods stated in 4.1.1, the following applies:
    - Withdrawal by the customer from the contract agreed with the hotel is only possible if a withdrawal right was explicitly agreed in the contract, another statutory withdrawal right exists or if the hotel explicitly agrees to the cancellation of the contract. The agreement of a withdrawal right and any agreement to cancel the contract should be made in each case in written form.
    - If a deadline has been agreed between the hotel and customer for free of charge withdrawal from the contract, the customer may withdraw from the contract up to that time without initiating claims for payment or damages by the hotel. The customer's withdrawal right lapses if the withdrawal right is not executed by the agreed deadline.
    - If a withdrawal right is not agreed or has already lapsed, there is also no statutory withdrawal or termination right and the hotel does not agree to dissolve the contract, the hotel retains the claim to the agreed fee in spite of the service not being used. The hotel must offset the revenue from renting the room to others and the costs saved. If the room is not otherwise rented, the hotel may deduct a flat-rate for the costs saved. In this case the customer is obliged to pay at least 90% of the contractually agreed price for the accommodation and breakfast. The customer is permitted to provide evidence that the stated claim was not incurred or not at the amount requested.

### 4.2 Groups (15 people or more)

- 4.2.1 If nothing further has been agreed in writing, there is a free cancellation period of 60 days before the date of arrival. This period also applies if the contract was concluded within the relevant period.
- 4.2.2 For a cancellation between 59 and 42 days before the date of arrival, a flat-rate cancellation fee totalling EUR 100.00 must be paid.
- 4.2.3 For a cancellation within 41 days of arrival, the following cancellation flat-rates on the agreed total booking amount must be paid:
  - 41 days to 22 days before the arrival date: **25%**
  - 21 days to 11 days before the arrival date: **35%**
  - 10 days to 1 day before the arrival date: **80%**
  - Withdrawal on arrival date: **100%**

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- 4.2.4 The customer is permitted to provide evidence that the stated claims were not incurred by the hotel or not at the amount requested.
- 4.2.5 Withdrawal (cancellation) by the customer from the contract concluded with the hotel must be in written form.
- 4.2.6 The deadlines and flat-rate cancellation fees stated above apply accordingly even to the withdrawal of individual participants from the whole group.
- 4.2.7 If as a result of cancellations, the minimum number of participants for a group trip - 15 people - is no longer reached, the hotel reserves the right to apply the prices and cancellation terms for individual travellers to the booking.

### 5. WITHDRAWAL BY THE HOTEL

- 5.1 If it was agreed that the customer can withdraw from the contract within a particular period, the hotel is permitted for its part to withdraw from the contract if requests exist from other customers to the contractually agreed rooms and the customer on request by the hotel does not waive their withdrawal right with an appropriate notice period.
- 5.2 If an advance payment or deposit agreed or requested under Number 3.6 and/or Number 3.7 is not paid even after the end of an appropriate subsequent period set by the hotel, the hotel is also permitted to withdraw from the contract.
- 5.3 The hotel is also permitted to extraordinarily withdraw from the contract for justified factual reasons, in particular if:
  - Force majeure or other circumstances for which the hotel is not responsible make fulfilment of the contract impossible.
  - Rooms culpably booked stating misleading or incorrect facts or where key facts are hidden; here "key" may include the identity of the customer, ability to pay or purpose of the stay.
  - The hotel has justified reason for the assumption that the use of the service can endanger the problem-free business operation, security or reputation of the hotel to the public without this being assigned to the area controlled or organised by the hotel;
    - The purpose or reason for the stay is illegal;
    - An infringement against Number 1.2 stated above occurs.
- 5.4 The justified withdrawal by the hotel does not justify claims by the customer for damages.

### 6. ROOM PROVISION, HANDOVER AND RETURN, OTHER PROVISIONS FOR STAYS AT THE HOTEL

- 6.1 The customer does not acquire the right to the provision of specific rooms if this has not been explicitly agreed.
- 6.2 For group bookings above 15 people with accommodation in rooms with multiple beds, the hotel decides how the guests are to be accommodated unless the hotel confirms the provision of specific rooms in writing before arrival.
- 6.3 Booked rooms are available to customers from 14:00 on the agreed arrival date. The customer has no claim to earlier provision.
- 6.4 Booked rooms must be checked into by customers up to 18:00 (local time) on the arrival date. If no guaranteed booking can be produced - guaranteed by either prepayment or security deposit - the hotel has the right to otherwise assign the booked rooms after 18:00 (local time) without the customer being able to assert claims for damages for this.
- 6.5 On the agreed departure date the rooms at the hotel must be cleared at the latest by 10:00. After this time the hotel can charge 50% of the full overnight price for the delayed clearing of the room up to 15:00 and 100% after 15:00. Contractual claims by the customer are thereby excluded. The customer is free to prove that the hotel is not entitled to a usage fee or has a much lower claim.
- 6.6 In addition to these T&Cs the current version of the building's rules also apply to groups of 15 people or more. This must be submitted with a signature by the group leader on the date of arrival.
- 6.7 In addition, on the date of arrival groups of more than 15 people must complete the "room checklist" and hand it into reception by 22:30.
- 6.8 If the number of arriving guests exceeds the contractually agreed number of people, the additional guests have no right to accommodation.

- 6.9 Minors may only be accommodated when accompanied by a responsible adult or with the written declaration of consent of a responsible adult including a copy of the identity card of the relevant person. This provision does not apply to minors travelling in groups with an adult authorised by a responsible adult.
- 6.10 Accommodation of pets is not permitted.
- 6.11 Use of electrical devices brought into the hotel is only permitted whilst complying with the current valid fire protection regulations. This is shown in all rooms.
- 6.12 Smoking is strictly prohibited in all areas of the hotel, with the exception of marked locations. In the event of an infringement, the hotel will charge a fee of EUR 100.00 for each case. If it is not possible to rent the room due to infringements of the smoking ban, the hotel will charge a flat-rate accommodation fee at the current daily rent.
- 6.13 If the prohibited smoking, tampering with smoke alarms, or inappropriate activation of a fire alarm results in the fire brigade being called, the hotel will charge the initiator the costs incurred for this. This also applies to any damage caused to hotel property.

### 7. LIABILITY OF THE HOTEL

- 7.1 The hotel is liable for the damages it causes resulting in injury to life, limb or health. It is also liable for other damages that are due to deliberate or grossly negligent dereliction of duty by the hotel or a deliberate or negligent failure to fulfil typically expected contractual duties. Dereliction of duty by the hotel is equivalent to some such dereliction by a statutory representative or vicarious agent. Additional claims for damages are excluded, so far as they are not addressed in this clause 7. If defects or faults occur on the hotel's services, the hotel will make every effort to resolve them once they become aware or as a result of an immediate complaint by the customer. The customer is obliged to make all reasonable efforts to resolve the defect and keep any damage as low as possible.
- 7.2 The hotel is liable to the customer for items brought into the hotel under statutory provisions. The hotel recommends the use of the hotel or room safe. If the guest brings in money, securities and valuables worth more than EUR 800 or other items with a value above EUR 3,500, a special storage agreement with the hotel is required.
- 7.3 If the customer is provided with or has paid a fee for a parking space in the hotel's indoor or outdoor car park, no storage agreement comes into force. If vehicles parked or manoeuvred on the hotel property are lost or damaged the hotel is only liable for them and their contents as per 7.1 Sentences 1 to 4 stated above.
- 7.4 The hotel will undertake wake-up calls with the greatest of care. Messages, post and goods shipped for guests are treated with care. The hotel will undertake the delivery, storage and - on request, in return for a fee - forwarding of any of the above articles. The hotel is liable for this only as per 7.1, Sentences 1 to 4 stated above.
- 7.5 Lost items are stored for 6 months and returned to the owner on request in return for a fee. Items can not be stored or sent on after 6 months.

### 8. FINAL PROVISIONS

- 8.1 Changes and additions to the contract, order acceptance or these general terms and conditions should be in written form. Unilateral changes or additions by the customer will be invalid.
- 8.2 The place of fulfilment and payment as well as the exclusive court of jurisdiction - including for disputes relating to cheques and bills of exchange for commercial matters - is Berlin. If a contractual partner fulfils the requirements in Section 38 Para. 2 German Code of Civil Procedure (ZPO) and has no general court of jurisdiction in Germany, the court of jurisdiction is Berlin.
- 8.3 Exclusively German law applies. The application of UN purchasing law and collision law is excluded.
- 8.4 The hotel is not willing or obliged to participate in dispute resolution proceedings by a consumer arbitration organisation.
- 8.5 If individual provisions in these general terms and conditions are or become ineffective or void, this does not affect the effectiveness of the other provisions. Otherwise, statutory provisions apply.



## Attachment 1 general terms and conditions of Citylight Hotel GmbH of 09.06.2017

# Deviating terms of cancellation for groups

Valid until 31.12.2021

The group is entitled to cancel the contract in written before arrival.

In this case we are entitled to charge the following fees for cancellation:

Until 5 weeks before arrival – free

Cancellation 34 – 22 days before arrival 20 % of total travel price

Cancellation 21 – 11 days before arrival 35 % of total travel price

Cancellation 10 days before arrival 80 % of travel price

In case of a new pandemic situation, the booking can be cancelled for free under the following conditions:

- If the hotels are not allowed to accommodate guests ordered in general or by authorities
- If the group does not receive permission to travel due to Corona or other reasons
- If the accommodation is not allowed to accommodate the group, because participants come from a risk area or single participants of the group are infected
- If there is an official travel warning by the foreign office (only foreign countries)

An arrival with less participants than booked counts as a cancellation of the respective number of participants.

The prices are valid for the cancellation of the whole group. If single participants cancel, 10% of the original booked number of participants can be cancelled without any charge. For cancellations of more than 10% the above-mentioned cancellation terms are valid.

If, due to cancellation, the number of participants decreases below the minimum number of participants for group travels (15 participants) the pricelist for individual bookings will apply.

