

General Terms and Conditions for Café Wildau Hotel Accommodation Contracts

I. Scope

1. These Terms and Conditions apply to contracts for the letting of hotel rooms for accommodation and to all other customer-related activities and services provided by the respective Café Wildau. The term "Hotel Accommodation Contract" shall include and replace the following terms: lodging contract, guest admission contract, hotel contract, hotel room contract.
2. Sub-contracting or sub-letting of rooms, as well as their use for public invitations or other advertising measures, for job interviews, sales and similar events and the use of hotel space outside require the prior written approval of the Café Wildau, whereby Article 540 paragraph 1 clause 2 of the German Civil Code (BGB) will be waived.
3. The customer's own Terms and Conditions shall only apply if they have previously been expressly agreed in writing.
4. For the purpose of these Terms and Conditions, a customer shall be understood as a consumer or an entrepreneur in terms of Articles 13 and 14 of the German Civil Code.

II.

Contract agreement, contracting parties and limitations

1. The contract becomes valid when the Hotel accepts the customer's application. If the Hotel makes the customer a firm offer, then the contract takes effect with the customer's acceptance of the Hotel's offer. Room bookings should be confirmed in writing.
2. The contracting parties are the Café Wildau and the customer. If a third party has placed a reservation on behalf of the customer, the customer and the third party shall be jointly liable to the Hotel for all obligations arising from the Hotel Accommodation Contract, insofar as the third party shall provide the Hotel with an appropriate statement to this effect.
3. As a matter of principle, all claims made by the customer and/or the third party against the Hotel shall lapse 1 year after their declaration of the German Civil Code. Claims for compensation against the Hotel lapse at the latest after a term of 3 years from the dereliction of duty. The limitation periods do not apply to claims based on an intentional or grossly negligent breach of duty of the Café Wildau.

II. Services, tariffs, payment, offsetting

1. The Hotel is obliged to make available the rooms that the customer has reserved and to provide the services that have been agreed.
2. The customer is obliged to pay the current or agreed Hotel prices to hire the room and any other services he has made use of. This also applies to services and expenses that he requests the Hotel to make over against third parties. The agreed prices shall be understood to include taxes and local duties at the rates applicable at the time the contract was agreed. In the event of an increase, subsequent to the contract agreement, in the statutory rate of turnover tax or the new introduction, alteration or repeal of local taxes or duties relating to the subject of the agreement, then the contractually agreed price may also be increased proportionately.
3. The Hotel is entitled to take into account increased prices for rooms or other Hotel services when determining whether or to what extent to concur with subsequent customer wishes for a reduction in the number of rooms or Hotel services and/or the length of period booked by the
4. Café Wildau invoices without a payment date are payable in full within 10 calendar days of receipt. The Café Wildau is entitled to demand payments outstanding at any time, and to require immediate payment. In the event of delay in payment, the Hotel is entitled to demand the appropriate legal late payment interest of 8% above the current basic interest rate, or 5% above the basic interest rate in the case of legal transactions involving the customer. Furthermore, the Hotel can charge a fee of EUR 15.00 for every reminder on payment arrears that it sends. The Hotel reserves the right to provide evidence of entitlement to a higher claim to damages. All other costs incurred in the collection are borne by the customer.
5. When the contract is agreed, the Café Wildau is entitled to request an appropriate advance or security deposit. The

amount of advance payment and the payment deadlines may be agreed in writing in the contract.

6. In individual substantiated cases, e.g. customer payment arrears or extension of the scope of the contract, the Café Wildau is entitled, even after the contract has been agreed, to demand an advance payment or a security deposit in terms of paragraph 5 above, or to increase the contractually agreed advance payment and/or security deposit up to the full payment amount due.
7. The customer can only offset or reduce the Café Wildau payment demands by means of an unchallenged legal claim.
8. The customer can only offset or reduce or exercise a right of retention with an uncontested or legally enforceable claim against a claim of Café Wildau.
9. Pets may only be brought with the prior consent of Café Wildau and for an additional charge.

IV.

Withdrawal of the customer (counter-order or cancellation) / failure to make use of the Café Wildau's services (no show)

1. The customer's withdrawal from a contract agreed with the Hotel is only possible if such right of withdrawal is expressly agreed in the contract, if some other statutory right of withdrawal applies, or if the Café Wildau expressly agrees to the cancellation of the contract. The agreement of a right to withdrawal and any such agreement to the cancellation of the contract should each be submitted in writing.
2. Provided that a date (optional) for withdrawal from the contract without penalty has been agreed between the customer and the Café Wildau, the customer may withdraw from the contract without penalty up to this date, without the Hotel making any claim for payment or compensation. The customer's right to withdrawal is extinguished if he does not exercise his right to withdraw vis-à-vis the Hotel in writing by the agreed date.
3. If a right of withdrawal has not been agreed or has already expired, then no statutory right of withdrawal or cancellation shall be deemed to apply, and should the Café Wildau not agree to cancellation of the agreement, then the Café Wildau retains the right to claim the agreed payment even if the services have not been utilised. The Hotel is obliged to balance against its claim income from other rental made of the rooms and from expenses saved. If the rooms are not otherwise let, the Café Wildau is entitled to apply a flat rate reduction for expenditure saved. In such cases the customer is obligated to pay at least 90% of the contractually agreed price for overnight stays, with or without breakfast, and for package arrangements involving outside services, 70% for overnight stays with half board, and 60% for full board arrangements. The customer is entitled to provide evidence that such claims have not arisen or are unjustifiably high.

V. Withdrawal by the Hotel

1. Provided that the customer's right to withdraw without penalty within a particular time period has been agreed in writing, the Café Wildau is also for its part entitled to withdraw without penalty within this time period if applications from other customers for rooms reserved under contract are to hand, and the customer does not waive his right to withdraw within 2 weeks of having been contacted to this end by the Hotel. In the event of the customer failing to respond within this deadline, the Hotel is entitled to withdraw.
2. The Café Wildau is also entitled to withdraw from the contract if an advance payment as agreed or as demanded in accordance with III. paragraph 5 is not made, even after an appropriate period of grace set by the Café Wildau has elapsed.
3. Furthermore, the Café Wildau is entitled to withdraw from the contract in exceptional circumstance, if so justified for well-founded reasons, especially in the event that ...
 - an act of God or other circumstances beyond the control of the Café Wildau make the fulfilment of the contract impossible;
 - rooms are booked giving a misleading or a false description of essential facts (e.g. in respect of the customer, financial solvency or the purpose of the accommodation);

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- the Café Wildau has good grounds for supposing that the use of the Hotel services might jeopardise the smooth running of the Hotel's operations, or the safety or the reputation of the Hotel in the public eye in a way that is beyond the control or scope of the Hotel's organisation;

- there is any breach of I. paragraph 2.

- the guest filed an application for insolvency proceedings over his assets, submitted an affidavit under § 807 of the Code of Civil Procedure, initiated an out-of-court settlement of debt settlement or ceased his payments, opened insolvency proceedings over the assets of the guest or opened them for lack of assets or rejected for other reasons.

4. If the Hotel justifiably withdraws, the customer shall have no right to claim for compensation.

5. Unauthorized interviews, sales and similar events may prohibit Café Wildau or demand cancellation.

6. Should a claim for damages from Café Wildau be made against the customer in the case of a withdrawal in accordance with points 2.3 and 5 above, Café Wildau may set a flat-rate claim. Clause IV No. 3 applies accordingly in this case. In these cases, the customer is able to prove that no or only a small amount of damage has occurred.

VI. Provision, handing over and returning the room

1. Unless otherwise expressly agreed, the customer has no right to demand the provision of specific rooms.

2. The reserved rooms shall be available to the customer by 3:00 p.m. at the earliest on the agreed date of arrival. The customer has no right to earlier availability. Unless a later arrival time has been expressly agreed, Café Wildau has the right to allocate booked rooms to other guests after 6 pm without the customer being able to derive a claim against Café Wildau. Claims of Café Wildau from Clause IV remain unaffected by this provision

3. On the agreed date of departure, rooms must be vacated and at the Hotel's disposal by 10:00 a.m. at the latest. If there is delay in vacating the room, the Café Wildau may invoice for its use beyond the contract period up to 6:00 p.m. at 50% of the current daily letting price, and at 100% from 6:00 p.m. onwards. Any contractual claims made by the customer cannot be justified on these grounds. The customer is at liberty to provide evidence that the Hotel had no claim or a significantly lower claim on payment for its use. Moreover, the Hotel reserves the right to establish proof of and charge for a higher rate of compensation.

VII. The Hotel's liability

1. In the event of damage caused, Café Wildau shall be liable for intent and gross negligence - including its vicarious agents - in accordance with the statutory provisions. The same applies to negligently caused damage resulting from injury to life, limb or health. In the event of negligence caused property and financial loss, the Café Wildau liable only in the event of a breach of a material contractual obligation, but limited in amount to the foreseeable at the time of conclusion of contract and typical damages; Essential contractual obligations are those whose fulfillment characterizes the contract and on which the customer may rely. Should malfunctions or deficiencies occur in the services of Café Wildau, Café Wildau will endeavor to remedy the situation if it has knowledge or if the customer immediately makes a complaint. The customer is obliged to contribute to what is reasonable, to remedy the disturbance and to minimize any possible damage, and to notify Café Wildau immediately of any faults or damage. 2. For items brought in, Café Wildau is liable to the customer in accordance with the statutory provisions, which is up to a hundred times the room price, not more than EUR 3,500.00. For money, securities, valuables, jewelry and valuables, the liability is limited to up to 800.00 EUR. Money, securities and valuables can be stored in the hotel safe or room safe up to a maximum value according to the insured sum of the Café Wildau.

Café Wildau recommends making use of this opportunity.

Liability claims expire if the customer does not notify the Café Wildau immediately after gaining knowledge of loss, destruction or damage (§703 BGB). Liability only exists if the rooms or containers in which the items were left were closed,

3. Insofar as the customer is provided with a parking space in a hotel car park - also for a fee - no custody agreement is concluded. Café Wildau shall not be liable for loss of or damage

to vehicles parked or shunted on the hotel grounds and their contents, except in cases of intent or gross negligence. The preceding No. 1 sentences 2 to 4 accordingly. 4. Wake-up calls are carried out by Café Wildau with the utmost care. A liability is not accepted. Messages, mail and merchandise for guests are treated with the utmost care. The Café Wildau takes over the delivery and storage and - on request - for reimbursement of the same. The preceding no. 1 sentences 1 to 4 apply accordingly.

5. Any remaining items of the customer will be forwarded only on request, risk and costs of the customer. The Café Wildau keeps things for three months; thereafter, if there is a recognizable value, they will be handed over to the local lost property office. Insofar as there is no identifiable value, Café Wildau reserves the right to destroy it after expiry of the deadline.

VIII. Final provisions

1. Amendments or additions to the contract, the acceptance of the application or these general terms and conditions for the hotel reception shall be made in text form. Unilateral changes or additions by the customer are invalid.

2. Place of fulfilment and place of payment shall be the same as the registered office of the respective Café Wildau.

3. The sole court of jurisdiction for commercial transactions, including cheque and currency disputes, shall be Café Wildau.

2 of the Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany, the Hotel's registered office shall act as the place of legal jurisdiction.

4. German law alone shall apply. The UN Sales Convention and conflict of law legislation are hereby precluded from applying.

5. In the event of individual provisions of these General Terms and Conditions for Hotel Accommodation Contracts being or becoming ineffective or void, the validity of the remaining provisions

hereof shall in no way be affected. Otherwise, statutory provisions shall apply.

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