

GENERAL TERMS AND CONDITIONS OF BUSINESS

General Provisions

1. The present General Terms and Conditions of Business apply to all contracts concluded with the Hotel Buchholz. General Terms and Conditions of Business other than those of the hotel shall not form part of the subject matter of any contract, even if the Hotel Buchholz fails to raise any specific objections.

2. Accommodation contracts are governed by § 70 I ff. BGB [German Civil Code] as well as by the general law of contract and the provisions of the general law of tenancy of the BGB. The contract cannot be dissolved unilaterally.

3. Performances and tariffs are freely defined with the management of the Hotel Buchholz and may be modified after conclusion of a contract if a period of more than four months elapses between conclusion of the contract and rendering of the performance.

4. Reservations shall be binding upon both business partners. Withdrawal may only be effected with the consent of the Hotel Buchholz and in compliance with the provision of Item 1.8. of these General Terms and Conditions of Business. Changes in the pro-rata rate of value-added tax shall be borne by the customer, irrespective of the time when the contract was concluded. The Hotel Buchholz may make any booking acceptance, reservation or such performances which are only to be rendered after a time-lag relative to the date of conclusion of the underlying contract dependent upon partial settlement of the amounts owing in respect of the performance. Reserved rooms shall be available to the contracting party from 12.00 noon on the day of arrival. Unless a later arrival time was expressly agreed, the Hotel Buchholz reserves the right after 6.00 p.m. to allocate reserved rooms for other purposes. Unless otherwise expressly agreed, rooms are to be vacated by 12.00 noon on the day of departure. Reserved function rooms shall only be available to the contracting party at the time agreed in writing. Use of the function rooms for a period in excess of that which was agreed requires the prior approval of the Events Department.

5. A non-committal option which is specifically designated as such must be made binding or surrendered no later than 30 days prior to the arrival date. Options which are exercised are treated in the same way as firm reservations. If an option is not made binding in due time, the Hotel Buchholz shall be entitled to allocate the performance which had been held available for other purposes.

6. If the reserving party is not also the organizer, or if he makes the reservation for the account of another party, both parties shall be jointly and severally liable.

7. Invoices are always payable immediately upon receipt and without deduction of a discount. If the invoice total of several individual invoices exceeds EUR 300.00, an overall invoice may be drawn up at the request of the contracting party. The drawing up of an overall invoice shall not release the contracting party from his obligation to pay the individual invoices in due time. In the event of default on payment, the Hotel Buchholz shall be entitled to charge interest on arrears of 5% in excess of the discount rate of the German Bundesbank, unless a different amount of loss caused by default is proven. The contracting party may only offset with a counterclaim against the Hotel Buchholz insofar as his claims are undisputed or finally established in law. Default in payment even in respect of just one invoice shall entitle the Hotel Buchholz to suspend all further and future performances for the customer. The Hotel Buchholz may decide this without giving notice. In the case of a total reservation comprising more than 3 overnight stays, the Hotel Buchholz retains the right to require advance payment in the amount of 100 % of the ordered performance. This amount shall be payable 42 days prior to arrival.

8. If a customer fails to accept contractual performances which he had ordered or reserved in advance, he shall be obliged to pay the following portion of the agreed price:

- for cancellation between the 42nd day and the date of arrival 80% of the ordered performances shall be payable.
- for cancellation / non-arrival without notice 100% of the ordered performances in relation to the agreed price of the ordered performances shall be payable.

Cancellation charges shall be reduced by the amount of the room charges which can be generated through reletting of the cancelled rooms on the reserved date. If the ordered performance can be divided and if only one part of the performance is not accepted, cancellation charges shall be payable in accordance with the scale contained in the above paragraph on the basis of the amount of the ordered performance attributable to this part of the performance. In addition to the aforementioned payment obligations, the Hotel Buchholz shall charge a processing fee of EUR 5.00 per booking in the event of cancellation by mutual agreement. In the event of a premature departure the hotel reserves the right to charge 100% of the room costs per night until the originally booked date of departure. Payments made in advance will not be refunded.

9. Objects or materials which are left behind in the hotel's generally accessible rooms, technical facilities shall not be considered to have been brought into the hotel if they were not expressly taken into the care of an authorized person. Furthermore, liability in rooms extends only to objects and materials which were brought into the room by the authorized party under the accommodation contract. With the exception of intent or gross negligence, the extent of liability of the Hotel Buchholz is limited to a maximum of EUR 1,500.00. In the event of payment before entering the room, the hotel may at its discretion require a security deposit of EUR 30.00 in addition to the price of the overnight stay and breakfast. 10. Food and beverages brought from outside may not be consumed in publicly accessible areas of the hotel.

11. In the event that business operations or the safety of the Hotels Buchholz or its guests is endangered by a contracting party, the Hotel Buchholz may disengage itself from the contract. This also applies in the event of Acts of God and other unforeseeable, extraordinary circumstances or circumstances beyond its control, if these cause the performance by the Hotel Buchholz to become impossible, unreasonable or of no interest to the contracting party.

12. If the organizer of events is a political, religious or ideological group, the contract shall additionally require the approval of the management before it becomes valid. Should the organizer conceal from the Hotel Buchholz the fact that he represents a political, religious or ideological group, the contract shall become provisionally invalid. If the management does not grant its approval in retrospect, the contract shall be invalid and the Hotel Buchholz shall be entitled to refuse performance. In this case the organizer shall be obliged to reimburse all expenses incurred by the Hotel Buchholz on the strength of the validity of the contract.

13. The contracting party undertakes to notify any deficiencies to the hotel immediately. Claims of the contracting party are to be asserted against the Hotel Buchholz no later than one month after the contractually envisaged completion of the performance. Following expiry of this period the contracting party may only assert claims if he was prevented from complying with the deadline through no fault of his own. The period of limitation shall commence on the day on which the performance was to be completed under the contract. If the contracting party has asserted claims against the Hotel Buchholz, the limitation period shall be suspended until the date on which the Hotel Buchholz rebuffs the claims in writing.

14. The place of jurisdiction for all disputes arising between the parties on the basis of the contractual relationship shall be Cologne.

15. There are no verbal or written ancillary agreements. Amendments or additions must be made in writing in order to become legally valid. The same applies to a waiver of the requirement for the written form.

HOTEL BUCHHOLZ KÖLN



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HOTEL**

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