

General Terms and Conditions for the Hotel Accommodation Contract

I. Area of application

1. These General Terms and Conditions apply for contracts regarding the letting of Hotel rooms for accommodation as well as for all further services and performances delivered in this context for the Clients by the **Manhattan Hotel, represented by Mr. Robert Urseanu**, - hereinafter referred to as the Hotel (Hotel accommodation contract). As Hotel accommodation contracts within the meaning of these General Terms and Conditions are considered also accommodation, guest acceptance, Hotel and Hotel room contracts.

2. The sub-letting or re-leasing of the assigned rooms as well as their usage for purposes other than for accommodation purposes, require the prior consent of the Hotel in writing or by e-mail, whereas § 540 Subpara. 1 Sentence 2 BGB (*German Civil Code*) is ruled out, as long as the Client is not a consumer.

3. The General Terms and Conditions of the Clients are applicable only if this is agreed in writing or by e-mail in advance.

II. Contract conclusion, contract partner

1. The contract is concluded through the acceptance of the application of the Clients by the Hotel. The Hotel has the liberty to confirm the room booking in writing or by e-mail.

2. Contracting partners are the Hotel and the Client. If a third party has ordered on behalf of the Clients, it is liable vis-a-vis the Hotel together with the Clients as joint and several debtors for all obligations arising from this Hotel accommodation contract, provided that a corresponding declaration by the third party is available.

III. Services, prices, payment, set-off

1. The Hotel is obliged to keep the rooms booked by the Clients ready for accommodation and to provide the agreed services.

2. The Client is obliged to pay the agreed and/or applicable prices of the Hotel for the room assignment and for the rest of the services claimed by it. This applies also for services and additional expenses of the Hotel to third parties, which were induced by the Client. The agreed prices include the currently valid VAT.

3. If the time period between the contract conclusion and contract fulfillment exceeds four months and thus also the price calculated by the Hotel in general for such services is increased, the Hotel has the right to increase this contractually agreed price reasonably, however at most by **5 %**. If more than four months lie between the contract conclusion and contract fulfillment and the actually valid VAT is increased, the prices shall be adapted accordingly.

4. The Hotel can make its consent to one later decrease of the number of booked rooms desired by the Client, of the Hotel services or of the duration of stay of the Client, on condition that the price for the rooms and/or for the remaining services of the Hotel shall be increased.

5. Invoices of the Hotel without a payment deadline must be paid without any deductions within 8 days from the date of receipt of the invoice. The Hotel can demand the immediate payment of due payable amounts at any time from the Client. In case of payment delay, the Hotel is entitled to demand the actually legally applicable default interest of currently 8 percentage points and/or in case of legal transactions, in which a consumer is involved, with 5 percentage points, above the basic interest rate. The Hotel reserves the right to provide evidence of occurrence of a higher damage to it.

6. The Hotel is entitled to demand a reasonable advance payment or a security provision by the Client at the date of contract conclusion in form of a credit card guarantee, of a down-payment or in a similar form. The amount of the advance payment and the payment dates can be agreed in writing or by e-mail in the contract. By down-payments or security guarantees for package holidays, the legally valid regulations remain unaffected.

7. In justified cases, such as e.g. outstanding payments by the Client or extension of the contractual scope of services, the Hotel is entitled, even after the contract conclusion until the commencement of the sojourn, to demand a down-payment or a security provision within the meaning of the above-mentioned clause No. 5, or an increase of the advance payment or security provision agreed in the contract, until the complete payment of the entire agreed price.

8. Furthermore, the Hotel is entitled, at the beginning and during the sojourn to demand from the Client a reasonable advance payment or a security provision within the meaning of the above-mentioned clause No. 5 for existing and future payment demands arising from the contract, if such an advance payment or security provision according to the above-mentioned clause Number 5 and/or 6 has not been made.

9. The Client can set-off the payment demand of the Hotel only with an undisputable or legally effective demand vis-a-vis the Hotel.

IV. Withdrawal of the Client (Counter order, cancellation) / Non-use of the services of the Hotel (No Show)

1. A withdrawal of the Client from the contract concluded with the Hotel requires the consent of the Hotel in writing or by e-mail. If this does not occur, the agreed price in the contract is to be paid, even if the Client does not use the contractually agreed services.

2. If between the Hotel and the Client an appointment has been agreed for the withdrawal from the contract free of charge in writing or by e-mail, the Client is entitled to withdraw from the contract until this date, without creating payment or compensation claims by the Hotel. The withdrawal rights of the Client are dissolved, if it does not exercise its withdrawal rights until the agreed date vis-a-vis the Hotel in

writing or by e-mail. The date of receipt of the withdrawal declaration to the Hotel is decisive. The date and local time of Frankfurt (Germany) are decisive in this respect.

3. The Hotel shall to set-off earnings from a different letting of the rooms, which are not used by the Client and expenses saved thereby. If the rooms are not let otherwise, the Hotel can demand the contractually agreed payment and a lump-sum deduction for saved expenses of the Hotel. In this case the Client is obliged to pay at least 90% of the contractually agreed price for overnight sojourn, with or without breakfast. The Client has the liberty to provide evidence that the above-mentioned claim has not resulted at all or not to the amount demanded by the Hotel.

V. Withdrawal of the Hotel

1. If it was contractually agreed that the Client can withdraw from the contract free of charge within a certain deadline, the Hotel is entitled on its part, to withdraw from the contract in this period, if requests by other Clients are available for the contractually booked rooms and the Client does not waive its right of withdrawal upon demand by the Hotel.

2. If an agreed advance payment or security provision demanded, pursuant to the above clause Fig. III Numbers 5 and/or 6, has not been paid even after the expiry of a reasonable, additional deadline set by the Hotel, the Hotel is also entitled to withdraw from the contract.

3. Furthermore the Hotel is entitled to an extraordinary withdraw from the contract, due to objectively justifiable grounds, such as e.g. if

- Force majeure or any other circumstances, for which the Hotel is not to be held responsible, render the fulfillment of the contract impossible;

- Rooms or premises have culpably been booked under misleading or false details of contractually significant facts, such as e.g. details to the person of the Client or the purpose of its sojourn;

- the Hotel has the justified reason for the assumption that the usage of the Hotel services may endanger the smooth business operation, the security or the prestige of the Hotel in the public opinion, without this being accounted for to the domain and/or organization area of the Hotel;

- The purpose and/or the reason of the sojourn is illegal;

- There is a breach of the above-mentioned Fig. I No. 2

- If an application for the initiation of insolvency proceedings against the assets of the Client has been submitted.

4. In case of a justified withdrawal of the Hotel, there is no claim of the Client for compensation.

VI. Booking, provision and return of rooms

1. The Client acquires no claim for the provision of particular rooms, if this has not been agreed explicitly in writing or by e-mail.
2. Booked rooms are to the disposal of the Client from 2.00 p.m. of the agreed date of arrival. The Client has no claim for an earlier availability.
3. Booked rooms are to be claimed by the Guest until at the latest 6.00 p.m. of the agreed arrival date. If no later arrival time has been exclusively agreed, the Hotel has the right to let the booked rooms otherwise after 6.00 p.m., without any claims for compensation being derived from this for the Guest. In this respect the Hotel has a withdrawal right.
4. At the agreed departure date, the rooms are to be returned vacated to the disposal of the Hotel until at the latest 12.00 noon. After this time, the Hotel can issue an invoice of an additional charge of up to 50% of the entire sojourn rate (List price) due to the delayed vacation of the rooms for usage beyond the contractually exceeding time until 6.00 p.m. and from 6.00 p.m. onwards 100%. Contractual claims of the Client are not justified in this context. The Client has the right to prove that no claim or a significantly lower claim for usage fees has resulted to the Hotel.

VII. Liability of the Hotel, statutory limitation

1. The Hotel is liable for its obligations resulting from this contract. Claims of the Client for compensation are ruled out. Excepted thereof are damages from harm to life, limb or the health, if the Hotel is responsible for the breach of duty, other damages, which were caused by a deliberate or grossly negligent breach of duty and damages, which were caused by a deliberate or grossly negligent breach of duty of regular contractual obligations of the Hotel. A breach of duty by the Hotel is equivalent to the breach of duty by one of its official representatives or one of its vicarious agents. Should disturbances or defects to the services of the Hotel appear, the Hotel will undertake efforts, after the acknowledgement or upon immediate reprimand by the Client, to remedy defects and restoration of order. The Client is obliged, to reasonably co-operate, in order to eliminate the disturbance and to keep a possible damage low.
2. For items provided, the Hotel is liable vis-a-vis the Client according to the legal regulations. According to them, the liability is restricted to the one-hundredfold of the room price, however at most € 3.500,- and in deviation for cash, securities, stocks and bonds and treasuries maximally up to € 800,-. Cash, securities, stocks and bonds and treasuries can be safe-kept in the Hotel or the room safe up to the highest value of **10,000.00 €**. The Hotel recommends making use of this option. The above-mentioned liability restriction does not apply in case the loss, destruction or damage has been deliberately or gross negligently caused by the Hotel or the destroyed objects are items, the take-over for safe-keeping of which was refused by the Hotel, against the provisions of § 702 subpara. 3 BGB. The liability claims are dissolved, if the Client does not immediately indicate it to the Hotel after obtaining acknowledgement of loss, destruction or damage (§ 703 BGB)

3. If a car parking place in the Hotel garage or on Hotel parking grounds as well as in an external commonly shared garage has been provided to the disposal of the Client, even under payment, no contract for safe custody is concluded therewith. In case of loss or damage of parked vehicles or of items left in the vehicles, which were parked on the Hotel land property, in an external commonly shared garage ground or on an external parking place the Hotel bears no liability, except in case of deliberate action or gross negligence. For the exclusion of the compensation claims of the Client, the regulations of the above-mentioned Number 1, Sentences 2 until 4 apply accordingly.

4. Wake-up call orders will be carried out by the Hotel with extreme care. Messages, correspondence and delivery of goods on behalf of the Guests are treated with the highest care. The Hotel undertakes the delivery, safe-keeping and – at wish – for a charge, the forwarding of these items or goods. For the exclusion of compensation claims of the Client, the regulation of the above-mentioned Number 1, Sentences 2 until 4 apply accordingly.

5. All claims against the Hotel are principally statutory limited to one year from the date of commencement of the legal statutory limitation. Compensation claims are statutory limited in five years, if they were not caused by harm to life, limb, the health or freedom independent of the knowledge thereof. These compensation claims are statutory limited independent of the knowledge thereof in ten years. The statutory limitation shortages do not apply for claims, which are caused by a deliberate or gross negligent breach of duty of the Hotel.

VIII. Final provisions

1. Amendments and supplements to the contract, the acceptance of the application or of these General Terms and Conditions shall be submitted in writing or by e-mail. Unilateral amendments and supplements by the Client are not effective.

2. Place of fulfillment and payment is the place of location of the Hotel.

3. Exclusive place of jurisdiction – also for disputes of cheques and bills of exchange—for commercial business transactions is Frankfurt. If a contracting partner fulfills the prerequisites of § 38 Subpara. 2 ZPO (*Code of Civil Procedure*) and it has no general place of jurisdiction in Germany, Frankfurt applies as the place of jurisdiction.

4. German law is applicable. The UN-commercial legislation and of the provisions for conflict of laws do not apply.

5. Should any provisions of these General Terms and Conditions be or become ineffective or null and void, the legal effect of the remaining provisions is not affected thereof. In addition the legal regulations apply.

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