

I. Area of application

1. These General Terms and Conditions shall apply to all contracts concluded between SAKS Hospitality GmbH ("Hotel") and the guest ("Guest") unless different agreements have been made in separate contracts.
2. Differing regulations, even if they are included in the Standard Terms of Business of the Guest, shall not apply unless they are expressly recognized in writing by the company.

II. Conclusion of the contract

1. The contractual partners are the hotel and the guest. The contract shall be concluded upon the Guest's oral or written request and acceptance by the Hotel. The Hotel may accept the request – at its own discretion – in writing, orally, in text form (e-mail, fax) or by implied intent, i.e. by rendering the relevant services.
2. If a third party makes the booking for the Guest, it shall be liable to the Hotel as the orderer, together with the Guest as the joint debtor, for any obligations resulting from the contract if the Hotel has a corresponding declaration from the orderer. Irrespective of this, each orderer is obliged to pass on to the Guest any information relevant to the booking, particularly these Standard Terms of Business.
3. Subletting of surrendered rooms, or their use for purposes other than accommodation, requires the prior written agreement of the Hotel.

III. Services, prices, payment

1. The Hotel is obliged to hold ready the rooms booked by the guest according to the Standard Terms of Business and to provide the agreed services.
2. The Guest is obliged to pay the prices of the Hotel according to the Annex or the agreed prices for the provision of the room and any further services claimed by him/her. This also applies to third-party services arranged by the Guest or the orderer and the Hotel's expenses paid to third parties.
3. The agreed prices include the respective legal rate of sales tax. Local charges owed by the Guest based on local law, e.g. visitors' taxes, shall be excluded. If the period between signing the agreement and execution of the contract exceeds 4 months, and if the general prices charged by the hotel for this type of service or the valid rate of sales tax increases or falls, then the Hotel may adjust the contractually-agreed

price in accordance with the change.

4. Prices can be changed by the Hotel if the Guest later wants to make changes to the number of booked rooms, the services of the Hotel or the duration of the Guests' stay, and the Hotel agrees to this. Any price change will then refer to the part of the service that is to be changed by the Hotel on the request of the Guest.

5. In the case of a booking based on the Online Rate, the agreed price will be due immediately. For bookings based on the Standard Rate or for events, the following shall apply:

Hotel invoices shall be payable immediately on receipt, without deductions. The Guest shall be in default at the latest when he/she does not pay an invoice within 30 days of it becoming due and being received; this shall only apply to a Guest who is the customer if these consequences are specially indicated in the invoice. In the case of default in payment, the Hotel shall be entitled to charge default interest at the legal rate. The Hotel expressly reserves the right to assert higher-level damages.

6. The Hotel is entitled to demand a suitable payment in advance or provision of security on the contract being signed or thereafter. The amount of the advance payment and its due date can be agreed in writing in the contract. During the Guest's stay in the Hotel, the Hotel is further entitled to indicate accumulated debt as being due for payment though the issuing of an interim invoice, and to request immediate payment.

7. The guest can only offset a claim by the hotel through an undisputed or legally-valid claim.

IV. Cancellation by the Guest

1. Cancellation Best Available Rate (up to 10 rooms)

- 1.1 Reservations of no more than 10 rooms based on the Best Available Rate can be cancelled or changed up to 2 days before arrival until 06:00 pm at no cost extra.

- 1.2 In the event of cancellation less than 48 hours before scheduled arrival (after 06.00 pm), the Guest will be charged a cancellation fee of at least 90 % of the total booking value.

- 1.3 Nights unused and not cancelled shall be invoiced at 100% of the agreed rate, irrespective of whether the Hotel is fully booked or not.

2. Cancellation of group bookings (11 – 19 rooms)

- 2.1 Group bookings of 11 to 19 rooms can be

cancelled up to 2 weeks before the arrival date without any costs falling due for the Guest.

2.2 In the event of cancellation less than 2 weeks before the scheduled arrival, the Guest will be charged a cancellation fee of at least 90 % of the total booking value.

3. Cancellation of group bookings (20 rooms and up)

3.1 Group bookings of 20 rooms or more can be cancelled up to 6 weeks before the arrival date without any costs falling due for the Guest.

3.2 In the event of cancellation less than 6 weeks before the scheduled arrival, the Guest will be charged a cancellation fee of at least 90 % of the total booking value.

3.3 Group reservations unused and not cancelled shall be invoiced at 100% of the agreed rate, irrespective of whether the Hotel is booked up or not.

4. Cancellation of trade fair rates

4.1 In deviation from no. VI. 1, if the Guest books at a trade fair rate, which was expressly designated as a special rate by the Hotel during a trade fair, the Guest shall be entitled to cancel or change up to 6 weeks before the arrival date without charges.

4.2 For any cancellation of a trade fair rate within 6 weeks before the arrival date up until the arrival date, the Guest shall pay 90% of the agreed rate. Should the Hotel be able to otherwise rent the room during such period, the Guest shall be obliged to pay 50% of the originally agreed rate.

4.3 Nights unused and not cancelled shall be invoiced at 100% of the agreed rate, irrespective of whether the Hotel is fully booked or not.

5. Cancellation of online rates

Reservations made based on the online rate may neither be cancelled nor changed and the Hotel is generally entitled to receive the full price (online rate).

6. The following conditions apply to events:

6.1 After signing the contract events cannot be cancelled without any costs falling due for the Guest.

6.2 The Guest must confirm the minimum number of participants 6 weeks before the event date.

6.3 The Guest can increase the number of participants no later than two weeks before the agreed event date, but by no more than 20 % of the minimum number of participants.

6.4 The number of participants notified shall also

bindingly form part of the contract.

6.5 The period from the date of signing up to six weeks before the agreed event date, cancellation costs amounting to 30 % of the agreed price for the minimum number of participants and any increases shall be incurred by the Guest.

In case of cancellation within 6 weeks to 14 days before the agreed event, cancellation costs amounting to 80 % of the agreed price for the minimum number of participants and any increases shall be incurred by the Guest.

In case of a cancellation made of the 13 day before the agreed event, cancellation costs are the total agreed price of the event.

If the event includes an à la carte menu and an open bar, an average charge per participant per day will be applied in the event of cancellation.

6.6 The cancellation fees that apply to events also apply to rooms booked in conjunction with events.

7. The Guest shall be entitled to prove that the cancellation fees stipulated in no. 1 to no. 5 above did not incur or did not incur in the amount claimed.

8. Cancellation requests must be submitted in writing.

V. Withdrawal by the Hotel

1. If an agreed payment in advance or security payment in accordance with Point III Paragraph 6 is not made within a period of grace set for this, then the Hotel shall be entitled to withdraw from the agreement.

2. Furthermore the Hotel shall be entitled to withdraw from the agreement for an important reason, particularly if

- Acts of God or other circumstances for which the hotel is not responsible make it impossible to fulfill the agreement;

- Rooms are booked giving significant facts that are misleading or false, e.g. with reference to the person of the Guest or the purpose of the booking;

- The Hotel has justifiable cause to suspect that utilizing the hotel services may put at risk the smooth running of the business, or the safety or reputation of the hotel in the eyes of the public, without this falling under the territorial or organizational area of the hotel;

- There is unauthorized subletting

- There is a case according to Point VI Paragraph 3.

- The Hotel gains knowledge that the financial circumstances of the Guest have significantly worsened after the signing of the agreement, particularly if the Guest does not settle due demands by the Hotel, or cannot offer sufficient security and therefore claims for payment by the Hotel would appear to be at risk;

- The Guest has made an application to institute bankruptcy proceedings on its assets, has issued an affirmation in lieu of an oath under Section 807 Code of Civil Procedure, has instituted proceedings out of court for debt regulation or has stopped his/her payments;

- The Guest ignores the contractually agreed ban on smoking

- Insolvency proceedings have been applied for or instituted on the assets of the Guest, or the institution of the same has been declined for insufficiency of assets or other reasons

3. The Hotel must immediately inform the Guest in writing of its exercising of the right of withdrawal.

4. In all cases of effective withdrawal by the Hotel, the Guest shall have no claim to any type of compensation.

VI. Arrival and departure

1. The Guest shall acquire no claim to the provision of particular rooms unless the Hotel has confirmed the provision of particular rooms in writing.

2. Booked rooms shall be available to the Guest from 15:00 on the agreed day of arrival. The Guest has no claim to earlier provision. Should agreed rooms not be available, then the Hotel shall endeavor to provide an equivalent replacement in the Hotel or in another property.

3. Booked rooms must be claimed by the Guest by 18:00 at the latest on the agreed day of arrival. Unless a later time of arrival has been expressly agreed, the Hotel has the right to issue booked rooms to other people after 18:00 without the Guest being able to derive any claims for compensation from this. In this respect the Hotel has a right of withdrawal.

4. On the agreed day of departure, the rooms must be cleared and made available to the Hotel by 11:00 at the latest. After this point, the Hotel can charge the daily room price for the additional use of the room until 15:00 beyond the damages it has incurred, and 100 % of the valid accommodation price after 15:00. The guest is at liberty to prove to the Hotel that they incurred no damages

or significantly lower damages.

The Hotel shall be entitled to prove that the damage actually incurred was higher than that.

VII. Liability of the Hotel, statute of limitations, deposit

1. Should disruption or faults occur in the services of the Hotel, the Hotel shall endeavor to remedy the matter as soon as any criticism is made by the customer. If the Guest culpably refrains from indicating a fault to the Hotel, then no claim for a reduction in the contractually-agreed payment shall exist.

2. According to legal regulations, the Hotel shall be liable for any damages from injury to life, physical injury or injury to health.

3. The Hotel shall not be liable for any other damage caused by slight negligence unless such damage is based on the violation of a material contractual obligation. Material contractual obligations are obligations that are essential for the purpose of the contract, the fulfilment of which is the essential basis for the due fulfilment of such contract and on the fulfilment of which the Guest may rely. To the extent the Hotel did not act with gross negligence or willful intent, the Hotel shall only be liable for the typical and foreseeable damage.

4. In the case of other damage, the liability of the Hotel is furthermore limited to a maximum sum of Euro 125,000.00 for personal damages and a maximum of Euro 5,000.00 for damage to property and assets in each individual claim and any claim under and in association with the contractual services. The liability limit and exclusions shall not apply if the other damages are based on intentional or grossly negligent breaches of duty by the hotel, its legal representatives or managerial employees.

5. The above liability limitations shall apply to all claims for compensation, irrespective of their legal basis, including claims resulting from unauthorized acts. The above liability limitations shall also apply in cases of any claims for compensation by a Guest against employees or vicarious agents of the Hotel. They shall not apply in cases of liability for faults after the take-over of a guarantee of the qualities of a physical object or a work, in case of malicious silence regarding faults or in the case of personal injury.

6. If a parking space is made available to the Guest in the Hotel garage or in a hotel car park, even against payment, this does not conclude a safe-keeping contract. The Hotel has no duty of

supervision. In the case of loss or damage to vehicles or their contents parked or maneuvered on the Hotel site, the Hotel shall not be liable if the Hotel, its legal representatives or its vicarious agents are not accountable through intent or gross negligence. In this case, the damage must be asserted to the Hotel at the latest before leaving the Hotel site.

7. Orders for alarm calls are carried out by the Hotel with the greatest care. Claims for compensation resulting from omission, unless due to gross negligence or intent, are excluded.

8. Messages, post and the sending of goods for Guests are dealt with carefully. The Hotel should carry out the delivery, storage and, on request, the sending on of the same for payment, as well as the sending on of lost terms on request. Claims for compensation, unless due to gross negligence or intent, are excluded. The Hotel is obliged to hold these items for 6 months. Thereafter, the objects shall be passed to the local lost-property office if they are of apparent value.

9. The Hotel accepts no liability for the use of, and possible damages resulting from them, of networks present in the Hotel (such as WiFi) by means of a terminal device of the Guest, even against payment. Data transmission between the networks and the terminal device of the Guest is not encoded. Third parties may therefore be able to view the data. The Guest him/herself shall be responsible for all the content that he/she accesses, sets up or in any way disseminates through the network, and not the Hotel or any third parties. The content shall not be subject to any checks by the Hotel.

10. Within the scope of its services, the Hotel shall, in special cases, take on the free transportation of persons and luggage. However, the Hotel shall not be liable for any losses, delays or damage.

11. The Hotel reserves the right to charge a corresponding, suitable supplement for external services where the Hotel acts as an agent. External services are thus provided for payment. However, the Hotel shall not be liable for any kind of services provided by third parties.

12. In accordance with the statutory provisions contained in sections 701 et seqq. of the German Civil Code, the Hotel's liability to the Guest for any items the Guest has brought along shall be limited to EUR 3,500. The maximum liability for money, securities and valuables shall be EUR 800. The statutory exclusions from such limitation contained in section 702, para. 2 of the German Civil Code shall remain unaffected. If the

Guest wishes to bring along money, securities and valuables with a value exceeding EUR 800 or other items with a value exceeding EUR 3,500, he/she shall expressly inform the Hotel thereof. The Hotel shall not be obliged to deposit any valuables exceeding the above-stipulated values for the Guest (section 702, para. 3 of the German Civil Code) unless a separate written deposit agreement is concluded. We generally recommend depositing anything of value in the hotel safe or room safe. Any further liability of the Hotel shall be subject to the provisions contained in VII. 1 to 5 above.

13. Claims for compensation by the Guest shall be subject to the statute of limitations no later than 2 years from the time at which the Guest becomes aware of the damage or regardless of this awareness no later than 3 years from the time of the event causing the damage. This shall not apply to the liability for damage from injury to life, physical injury or injury to health, or for other damage based on an intentional or grossly negligent breach of duty by the Hotel, its legal representative or a vicarious agent of the Hotel.

VIII. The Guest's Liability

1. The Guest shall be liable for any loss or damage incurring in the Guest's hotel room during the Guest's stay in our hotel unless such damage is demonstrably in the Hotel's sphere of responsibility or was demonstrably caused by a third party. The statutory liability provisions contained in sections 701 et seqq. shall remain unaffected.

2. To the extent the Hotel procures technical or other equipment from third parties upon the Guest's instruction, the Hotel shall act as the Guest's agent and for the Guest's account. The Guest shall handle such equipment with due care, shall return such equipment as agreed and shall indemnify the Hotel from any third-party claims based on the permission of use.

IX. Dogs

1. Dogs may not be brought to the hotel rooms except upon express prior consent. In such case, an additional fee shall be added to the price for the room.

2. Whenever hotel employees are in the room, the dog may only stay there if the Guest is also present.

3. If other guests feel disturbed by any noise caused by the dog and decide to cancel their stay in our hotel early, the Guest shall be liable

for our lost profits. In addition, upon the hotel management's request, the dog must be accommodated elsewhere if other guests complain because the dog causes any hassle.

4. The Guest shall be liable for repair and cleaning costs to the extent such costs exceed the general lump sum if the dog damages any hotel equipment.

5. In case of any unpermitted dogs in the hotel room, in the spa area and in the breakfast room, the Hotel reserves the right to check out the Guest immediately and charge the Guest accordingly. In such case, 90% of the agreed rate shall be invoiced. The Guest shall be entitled to prove that the above costs did not incur or did not incur in the amount claimed.

6. Dogs and other pets shall be allowed in the lobby as long as they are on a leash and behave well. In the lobby, pets are strictly prohibited from jumping on the upholstered furniture. The Hotel reserves the right to invoice the Guest with any cleaning costs incurred based on stains on upholstered furniture or carpets in the lobby, in the hotel rooms and on the hallways. During the stay in the Hotel, the pet must always be under qualified supervision.

7. Pets are not allowed in the breakfast room, the spa area and in the gym.

8. The Guest shall bear the burden of proof establishing that any damage was not caused by his/her dog. In addition, the Guest shall bear the burden of proof establishing that any lost profit caused by an early leave of any guests feeling disturbed by the dog's barking was not caused by the dog.

X. Final clauses

1. Changes or supplements to the agreement, the acceptance of the offer or these terms of business must be made in writing for hotel accommodation. Reference is hereby made to the particular requirement of the written form.

2. There is an absolute ban on smoking in all hotel rooms.

If the Guest violates this ban, he/she shall be charged a flat-rate fee of Euro 500.00 for the renovation of the room. The guest is at liberty to provide evidence that the hotel did not incur any damages, or that the damages were slighter than the asserted flat-rate fee.

3. Claims and rights from agreements made with the Hotel may only be transferred to third parties with the prior agreement of the Hotel.

4. Use of the Hotel's name in association with

advertising by the contractual partner requires the prior agreement of the Hotel.

5. The place of fulfillment and payment is the headquarters of the Hotel.

6. Exclusive place of jurisdiction for any disputes, including without limitation disputes concerning checks and bills of exchange for commercial transactions, shall be the Hotel's registered office or, in the Hotel's discretion, Kaiserslautern. If a contractual partner has no general domestic court of jurisdiction, the court of jurisdiction shall be the headquarters of the hotel chain.

7. The law of the Federal Republic of Germany shall apply exclusively.

8. Please follow the link to the OS-platform of the EU for out-of-court online dispute resolution: <https://ec.europa.eu/consumers/odr>

Our e-mail address is:

CONTACT@SAKSHOTELS.COM. We are not obliged and generally not prepared to participate in dispute resolution procedures before a consumer mediation board.

Kaiserslautern, 24.08.2023