

§ TERMS AND CONDITIONS

1. AREA OF APPLICATION

- a. These Terms and Conditions apply to all contracts governing the rental of hotel and hostel rooms for accommodation, as well as to any further services and deliveries made to or on behalf of customers by the following hotels:

aletto Hotel Kudamm - aletto Kudamm GmbH, Hardenbergstraße 21, 10623 Berlin, Germany (hereinafter referred to as 'aletto Hotel Kudamm' or 'Hotel')

- b. Any subletting of the rooms rented and any use other than for accommodation purposes require the prior written consent of aletto Hotel Kudamm, whereby section 540 paragraph 1 clause 2 of the German Civil Code shall be waived insofar as the customer is not the user.
- c. Any terms and conditions of the customer shall only apply if these were agreed in advance in writing; otherwise the above-mentioned conditions shall apply exclusively.

2. CONCLUSION OF CONTRACT, CONTRACT PARTNER; STATUTE OF LIMITATIONS

- a. This contract is created once aletto Hotel Kudamm accepts the customer's request. If the Hotel makes a binding offer to the customer, the contract is created once the hotel's offer is accepted by the customer. aletto Hotel Kudamm is entitled to confirm the room booking in writing.
- b. The contractual partners are aletto Hotel Kudamm and the customer. If a third party made the booking on behalf of the customer, he is jointly and severally liable – together with the customer – vis-à-vis the hotel for all obligations arising from the hotel/hostel accommodation contract, insofar as the hotel is in possession of a statement to that effect made by the third party.
- c. If a contract is concluded exclusively for accommodation with or without breakfast, half board or full board (accommodation contract), the following applies:

The statute of limitations for claims against the Hotel is one year from the commencement of the statutory period of limitation. The statute of limitations for claims for damages is five years from the date of knowledge, insofar as the claims do not involve death or injury to body, health or freedom. The statute of limitations on such claims for damages is ten years irrespective of the date of knowledge. The reductions in the periods of limitation do not apply to claims involving a wilful or grossly negligent breach of duty on the part of the Hotel.

If negotiations between the customer and the Hotel on the claim or the circumstances justifying the claim are pending, the statute of limitation is tolled until the customer or the Hotel refuses to continue the negotiations. The statute of limitations begins at the earliest three months after the end of the delay.

3. SERVICES, PRICES, PAYMENT, SETTLEMENT

- a. The aletto Hotel Kudamm must keep the room reserved by the customer ready and perform the agreed services.
- b. The customer must pay aletto Hotel Kudamm the applicable and/or agreed price for the room rental and any additional services they have used. The same applies to any aletto Hotel services or equipment to which the customer gives a third party access.
- c. The agreed prices include the applicable statutory VAT. If the VAT or local charges increase, aletto Hotel Kudamm can adjust the contractually agreed price to reflect the increase. For contracts with customers within the meaning of section 13 of the German Civil Code (BGB), this applies only if the time period between the conclusion of the contract and the fulfilment of the contract exceeds four months. The same applies to the introduction or increase of taxes and charges directly related to the overnight stay. As of 1 January 2014, the city of Berlin charges a city tax of 5% on the price of an overnight stay. Guests travelling for business reasons are exempt from this tax. The same also applies to school and class trips that have been approved by the school administration and are in compliance with the implementation regulations of the Senate Department for Education, Youth and Science for school events. Corresponding proof is required in this case. If this proof cannot be provided, the city tax will be applied.

- d. aletto Hotel Kudamm hotel can make its agreement to the customer's later request for a reduction in the number of reserved rooms, hotel services or the customer's length of stay dependent upon an increase in the price for the rooms and/or for the other hotel services.
- e. Any bills issued by aletto Hotel without a due date are payable in full within 10 calendar days of the date on which the bill was received. The hotel is entitled to declare any accrued claims due at any time and to demand immediate payment. If there is any default on payment, the hotel is entitled to apply the applicable statutory default interest. The Hotel reserves the right to provide proof of and claim higher damages.
- f. aletto Hotel Kudamm is entitled to demand a proportionate advance payment or security payment upon conclusion of the contract or thereafter. The amount of the advance payment and the payment terms shall be agreed in writing in the contract.
- g. In justified cases, e.g. if the customer is in arrears with payment or the scope of the contract is increased, the hotel shall be entitled, even after the conclusion of the contract, to demand an advance payment or security deposit within the meaning of f. above, or an increase in the advance payment or security deposit agreed in the contract up to the total agreed remuneration.
- h. The customer can only offset undisputed or legally valid claims from any claims made by aletto Hotel Kudamm.
- i. Unless otherwise agreed, the remuneration payable by the customer is to be paid upon arrival at the latest. A later payment on account for individual guests and groups is only permitted with authorisation from aletto Hotel Kudamm and, insofar as the payment is to be made by a third party, upon the declaration that the third party will assume the costs.
- j. Any banking charges and costs incurred by returned direct debits are to be paid by the customer; this also applies in the event of a charge back, insofar as the customer necessitated the request for the charge back.
- k. For groups of 12 or more persons, the Hotel can charge an appropriate advance payment.

4. RESCISSION OF THE CUSTOMER (CANCELLATION, ANNULMENT), NON-USE OF THE RESERVED SERVICES OF ALETTO HOTEL KUDAMM (NO SHOW)

4.1 Individual travellers (fewer than 12 persons)

Accommodation contracts

- Unless otherwise agreed, the reservation can be cancelled free of charge until 6:00 p.m. on the day of arrival. For bookings during events and trade show periods, a cancellation deadline of up to 28 days before arrival (6:00 p.m.) applies if the customer is informed of this deadline when making the booking.
- The above-mentioned rules do not apply to discounted bookings offered with the mention 'non-refundable', which cannot be cancelled free of charge. A refund in the event of cancellation is not possible.
- In the event of a no-show for a guaranteed booking or in the event of cancellation after the above-mentioned deadlines, the following shall apply:

The customer can only withdraw from the contract he has concluded with the Hotel if a right to withdraw has been expressly agreed in the contract, there is another statutory right to withdraw or cancel (in particular the right to exceptional termination for important reasons), or if the Hotel expressly agrees to the cancellation of the contract. The agreement to a right to withdraw and any agreement on a cancellation of the contract should be made in writing.

Insofar as a deadline has been agreed between the Hotel and the customer for withdrawal from the contract (cancellation) free of charge, the customer can withdraw from the contract until that time without giving rise to claims for payment or damages on the part of the Hotel.

- If there is no right to withdraw, or if it has already lapsed and there is also no statutory right to withdraw or cancel and the Hotel does not agree to a cancellation of the contract, the Hotel reserves the right to claim the agreed remuneration despite the non-use of the service. The Hotel shall deduct the income from the rental of the rooms to other parties and the saved costs. If the rooms are not rented to other parties, the Hotel can set the deduction for saved costs as a flat rate. In this case, the customer must pay at least 90% of the contractually agreed price upon booking the accommodation without breakfast and 80% for accommodation with breakfast.

- For special discounted offers, the Hotel can set a different flat rate upon booking.
- The customer is free to prove that the above-mentioned requirement has not been performed or has not been performed at the requested level.
- A withdrawal (cancellation) by the customer from the contract concluded with the Hotel must be confirmed in writing.

4.2 Groups (from 12 persons)

- Unless otherwise agreed, a cancellation period of 60 days applies to group reservations for 12 or more persons. If the booking was made less than 60 days before arrival, the booking cannot be cancelled free of charge insofar as no right to withdraw was agreed or there is no statutory right to withdraw.
- If cancellation occurs within this time period, the Hotel reserves the right to claim the agreed remuneration despite the non-use of the service. The Hotel shall deduct the income from the rental of the rooms to other parties and the saved costs. If the rooms are not rented to other parties, the Hotel can set the deduction for saved costs as a flat rate. In this case, the customer must pay cancellation fees as follows:
 - a. 59 to 30 days prior to arrival: 30 per cent of the total cost of the booking
 - b. 29 to 7 days prior to arrival: 50 per cent of the total cost of the booking
 - c. 6 to 1 day(s) prior to arrival: 80 per cent of the total cost of the booking
 - d. In the event of cancellation on the arrival date or no show, 90 per cent of the total cost of the booking shall be charged.
- The customer is free to prove that no damages occurred or that the damages are less than the claimed amount. Insofar as the Hotel does not claim the compensation as a flat rate, but instead calculates it specifically, the amount of the compensation shall not exceed the amount of the contractually agreed price for the services to be performed by the Hotel with a deduction of the value of the costs saved by the Hotel and the amount gained by the Hotel through the use of the hotel services by other parties.
- If the actual number of participants is under the agreed number by more than 10% (rounded up), the above-mentioned cancellation fees apply to the extra, unused beds.
- Rescission on the part of the customer from a contract concluded with the Hotel must be made in writing.

4.3. Conference rooms/services

- Cancellation up to 7 days before reservation date – no charge
- 6 to 2 days before reservation date – 30% of the total cost of the booking
- As from 1 day before reservation date – 60 % of the total cost of the booking

The calculation of the cancellation fee for any rooms booked at the same time remains unaffected. Otherwise the rules apply accordingly on the calculation of the damages under section 4.1.

4.4. Bookings via a third party

For bookings via a third party (e.g. tour operators, booking portals), the conditions of rescission provided by the third party apply, insofar as no separate provisions or additional fees are referenced.

5. RESCISSION BY THE HOTEL

- a. If an agreed advance payment or an advance payment required in accordance with section 3f of these General Terms and Conditions has not been made, even after a reasonable grace period defined by aletto Hotel Kudamm, the latter is entitled to withdraw from the contract.
- b. Furthermore, the hotel is entitled to cancel the contract for factually justifiable reasons, e.g. if force majeure or other circumstances not attributable to the hotel render it impossible to fulfil the contract, if rooms are reserved following misleading or false statements of material facts, e.g. concerning the identification of the customer or

the purpose, if the hotel has justifiable cause to believe that the use of hotel services may jeopardise smooth business operations, the hotel's safety or reputation among the public, without this being attributable to the hotel's sphere of responsibility or service branch.

- c. The customer cannot claim damages in the above-mentioned cases of rescission.
- d. If the reserved room is not available, aletto Hotel Kudamm reserves the right to book the customer into another hotel in the same city, with due observance of the standard of the room that was reserved, and to notify the customer of this. Should this occur, the customer has the right to withdraw from the contract free of charge.

6. ROOM AVAILABILITY, TRANSFER AND RETURN, OTHER PROVISIONS GOVERNING HOTEL STAY

- a. The customer does not have any right to be provided with a specific room insofar as it has not been expressly agreed.
- b. For group bookings for 12 or more persons to be accommodated in rooms with more than one bed, the hotel shall determine how the guests are to be allocated among the accommodations, unless the hotel has confirmed in writing that specific rooms would be provided.
- c. Reserved rooms shall be available to customers as from 3:00 p.m. on the agreed arrival date. The customer does not have any right of access before this time.
- d. Customers must avail themselves of reserved rooms by 6:00 p.m. on the agreed arrival date at the latest (check-in). If a reservation has not been guaranteed by way of an advance payment or security payment, the Hotel has the right to reallocate reserved rooms after 6:00 p.m. The customer shall not be able to claim any compensation for this. Claims by the Hotel for damages are subject to the provisions under section 4 above.
- e. On the date of departure, the rooms must be vacated and made available to the Hotel
 - by 11:00 at the latest, in the case of individual guests (fewer than 12 persons)
 - by 10:30 at the latest, in the case of groups (12 or more persons)

After that time, the Hotel can charge 50% of the full, listed price for the additional use of the room until 3:00 p.m. and 100% of the full, listed price as from 3:00 p.m. Contractual claims on the part of the customer are not hereby justified. He is free to prove that the Hotel is not entitled to claim any user fee or that the claim is significantly lower. Furthermore, the Hotel reserves the right to prove and claim higher damages.

- f. In the case of groups of 12 or more persons, the hotel must be given a list of the full names and dates of birth of all guests upon arrival at the latest.
- g. If the total number of guests exceeds the contractually agreed number of persons, the additional guests are not entitled to accommodation.
- h. Persons under 18 years of age are not permitted to stay overnight in the dorm. Minors are only permitted to stay overnight in private rooms if they are accompanied by at least one parent or legal guardian or if they are in possession of a declaration of consent from a parent or legal guardian, including a copy of the ID of the person in question. This rule does not apply to those travelling in groups accompanied by an adult person authorised by the parent or legal guardian.
- i. Pets or large medical devices are only allowed in private rooms. In certain cases the hotel can refuse to accommodate pets. The hotel must always be notified of any pets in advance, and their accommodation is subject to a fee. It is not permitted to bring pets into the dining rooms.
- j. aletto Hotel Kudamm offers each guest a maximum of 14 nights in the dorm within a period of four weeks. The hotel may therefore refuse longer stays.

7. LIABILITY

- a. aletto Hotel Kudamm shall be liable for any damages caused by wilful or gross negligence – also on the part of its agents – in accordance with statutory provisions. The same applies in the event of damages due to gross negligence resulting from death or injury to body or health. In the event of property damages and financial losses due to negligence, aletto Hotel Kudamm and its agents are liable only in the event of a breach of an essential contractual obligation; however, the amount shall be limited to the foreseeable, typically occurring damages at the time the contract was concluded; essential contractual obligations are those that characterise the contract and in which the

customer has confidence. Should disturbances or defects occur with respect to the service provided by the Hotel, the Hotel shall act to remedy such upon being informed or upon immediate complaint by the customer. The customer must make a reasonable effort to help remedy the disturbance and to limit all possible damage and must notify the Hotel of all disturbances and/or damages immediately.

- b.** The Hotel is liable to the customer for property brought into the Hotel in accordance with the statutory provisions of sections 701 and following of the German Civil Code (BGB) up to a maximum amount of €3,500.00. For cash, securities and valuables, the amount of €3,500.00 EUR is replaced by €800.00. For any further liability of the Hotel, the provision in section 7a above applies.
- c.** The use of equipment and facilities in the leisure areas is at one's own risk.
- d.** Insofar as a parking place in the hotel garage or in the hotel car park is made available to the customer, even with payment, no safeguarding agreement comes into effect. In the event of loss or damage to motor vehicles parked or manoeuvred on hotel property and their contents, the hotel is only liable in accordance with section 7a (above). In these cases, the claim for damages must be asserted to the hotel at the latest when leaving hotel property.
- e.** Any messages, post or delivery of merchandise for guests shall be handled with care. The Hotel shall assume the delivery and storage of same and – if requested – forwarding of same, for a fee. Any lost and found items shall be kept for a period of six months and forwarded on request for a fee. Section 7a above applies accordingly.

8. FINAL PROVISIONS

- a.** Any amendments or additions to the contract, the acceptance of the contract or these Terms and Conditions for the hotel stay must be made in writing. Any unilateral amendments or additions made by the customer are ineffectual.
- b.** The place of performance and payment is the location of the Hotel.
- c.** The exclusive place of jurisdiction for business matters – including for check and currency exchange disputes – is Berlin. Insofar as a contractual partner fulfils the conditions of section 38 paragraph 2 of the German Code of Civil Procedure (ZPO) and has no domestic place of general jurisdiction, the location of the Hotel shall be the place of jurisdiction.
- d.** This contract is governed exclusively by German law.
- e.** If any individual provisions contained in these General Terms and Conditions for the hotel stay are or become ineffectual or null and void, this will not affect the validity of the other remaining provisions. This contract is also governed by any applicable statutory provisions.
- f.** aletto Hotel Kudamm renounces all forms of discrimination, radicalism, violence and xenophobia.