

General Terms and Conditions **as of Juli 2020**

I. General Remarks

1. A room booking initiated by the customer (uniform name for: customer, guest, tenant, organizer, broker, etc.) and accepted by the hotel establishes a contractual relationship between the two, the hotel accommodation contract (uniform name for: accommodation, guest accommodation, hotel room contract).
2. The hotel accommodation contract is a so-called mixed type contract, apart from liability for items brought in, in the German Civil Code (BGB). It contains elements of the service, work, and sales contract law. At its core, the hotel accommodation contract is a rental contract. Hotel accommodation contracts, like all other contracts under civil law, must be observed by both contracting parties.

II. Scope of Application

1. These Terms and Conditions apply to contracts pertaining to the rental use of hotel rooms for lodging purposes, the hotel's conference, banquet, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other additional services and goods performed/provided in connection therewith by the hotel for the customer (Hotel Accommodation Contract). The term "Hotel Accommodation Contract" comprises and replaces the following terms: accommodation, lodging, hotel, hotel room contract.
2. These Terms and Conditions apply exclusively. Different, adverse or supplementary provisions of the customer are considered an integral part of the contract only if specifically agreed upon in advance. This consent requirement is binding even if services are unconditionally provided in knowledge of the customer's Terms and Conditions.
3. The customer's general terms and conditions shall apply only where agreed in advance. The content of such agreement requires a written contract or written confirmation of the hotel.

III. Subletting & Usage

1. Rooms may not be sublet or rented to other parties, or used for purposes other than lodging, without the hotel's prior written consent, where § 540 para.1, sentence 2 of the German Civil Code (BGB) is waived as long as the customer is not a consumer.

IV. Conclusion of Contract, Parties, Liability, Statue of Limitations

1. All offers are nonobligatory. The contract shall come into force upon the hotel's acceptance of the customer's offer. At its discretion, the hotel may confirm the room reservation in written form.
2. The hotel and the customer are the contracting parties. In case of a third party ordering for the customer, both are liable to meet and compensate any commitments of the "Hotel Accommodation Contract."

V. Room Availability, Delivery and Return

1. The customer does not acquire the right to be provided specific rooms insofar as this is not expressly agreed.
2. Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 11:00 a.m. on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel charges EUR 30 for the additional use of the room until 5:00 p.m. Contractual claims of the customer shall not be established hereby. The customer is at liberty to prove that the hotel has no or a much lower claim for charges for use of the room.
4. The customer is handed a key-card. Upon availability or upon request a second card can be issued against written confirmation of receipt. The hotel is not required to hand out a second card to the customer and its accompanying party. The cards are always property of the hotel and have to be returned at check-out. The hotel

is to be immediately notified if such card is lost. If the customer is not able to return the card at check-out, the hotel may charge a fee. The customer is at liberty to prove that the hotel has no or a much lower claim for charges of the card.

VI. Services, Prices, Payment, Set-Off

1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
2. The customer is obligated to pay the agreed or applicable hotel prices for rooms provided and for other services accepted. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel dis-burses.
3. The agreed prices include all taxes and local taxes in effect at the time of the conclusion of contract. This does not include locally levied taxes, which are owed by the guest himself according to the particular municipal law, such as visitor's tax. Net prices may be agreed upon if the customer is non-private.
4. If the statutory value added tax is changed or if local taxes concerning the rooms and services are newly introduced, changed or abolished after these have been contractually agreed upon, the prices will be adjusted. This only applies to contracts concluded with consumers, if four months have passed between the conclusion and fulfilment of the contract.
5. The hotel can make its consent to the customer's later request for a reduction of the number of reserved rooms, services of the hotel or the customer's length of stay dependent on the increase of the price for the rooms and/or for the other services.
6. Hotel invoices not stating a due date are payable without deduction and due within ten days of receipt of the invoice. The hotel can demand immediate payment of due debt from the customer. The statutory rules concerning the consequences of default of payment apply. The currency for billing is EUR. In case of payment through foreign accounts/currency the spread and applicable fees are paid by the customer. The hotel reserves the right to prove greater damage.
7. For all kinds of events the hotel requires an advance payment of 50 % of the agreed upon price 80 days in advance of the day of the event.
8. The hotel is entitled to require a reasonable advance payment or a security, such as a credit card guarantee, from the customer upon conclusion of the contract. The amount of the advance payment and payment dates may be agreed in written form in the contract. The statutory provisions shall remain unaffected with advance payments or a security for package tours. The statutory rules concerning the consequences of default of payment apply.
9. In justified cases, e.g. the customer's default in payment or expansion of the scope of the contract, the hotel shall be entitled, also after the conclusion of the contract up to the commencement of the stay, to demand an advance payment or a security within the meaning of the above-mentioned No. VI 8 or an increase of the advance payment or a security agreed in the contract up to the total agreed remuneration.

VII. Withdrawal of the Customer (Cancellation, Annulment) / Failure to use Hotel Services (No Show)

1. The customer can only withdraw from the contract concluded with the hotel, if a right of withdrawal was explicitly agreed upon in the contract, another statutory right of withdrawal exists or if the hotel gives its explicit consent to the withdrawal. The contractual agreement of a right of withdrawal as well as the consent to withdrawal from the contract shall be in written form.
2. Insofar as the hotel and customer have agreed upon a date for a cost-free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of withdrawal shall expire, if he does not exercise his right of withdrawal vis-à-vis the hotel by the agreed date.
3. If a contractual right of withdrawal was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and the hotel does not give its consent to the cancellation of the contract the agreed hotel services shall be paid regardless of whether the customer avails himself of the contractual services. The hotel must credit the income from renting the rooms to other parties as well as for saved expenses.

If no other agreement was made the following terms apply:

Individual bookings	until 24 hours before arrival	free, afterwards 100 % of the contractual price
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Offer bookings	until 31 days before arrival	free
	30 to 15 days before arrival	50 % of the contractual price
	14 to 8 days before arrival	80 % of the contractual price
	from 7 days before arrival	100 % of the contractual price
Easter- & Christmas offer	until 30 days before arrival	free, afterwards 100 % of the contractual price

For all No-Shows or advanced departures 100 % of the price are billed to the customer.

4. The customer is entitled to prove that the above-mentioned claim has not accrued at all or has not amounted to the demanded sum.

5. For rented room and services the agreed upon price is payable, pending clause VII number 7, even if consent is not given in accordance with clause VII number 1, the booking was cancelled by the customer or the customer does not appear.

If no other agreement was made the following terms apply:

Individual bookings through call-in contingents by the event organizer	until 31 days before arrival	free
	30 to 15 days before arrival	50 % of the contractual price
	14 to 8 days before arrival	80 % of the contractual price
	from 7 days before arrival	100 % of the contractual price

Events up to 250 persons:

90 to 30 days before the event start date	50 % of the contractual price, plus 35 % of the lost food and beverage sales
30 to 7 days before the event start date	80 % of the contractual price, plus 35 % of the lost food and beverage sales
from 6 days before the event start date	100 % of the contractual price, plus 80 % of the lost food and beverage sales

Events with more than 250 persons:

150 to 91 days before the event start date	50 % of the contractual price, plus 35 % of the lost food and beverage sales
90 to 7 days before the event start date	80 % of the contractual price, plus 35 % of the lost food and beverage sales
from 6 days before the event start date	100 % of the contractual price, plus 80 % of the lost food and beverage sales

6. Food sales are calculated using the following formula: agreed menu price x the number of participants. If no price had yet been agreed for the menu, then the least expensive three-course menu in the current set of event offerings shall apply. If a seminar flat rate per participant has been agreed, the calculation is using the following formula: agree flat rate x the number of participants.

VIII. Withdrawal of the Hotel

1. Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time, if inquiries from other customers regarding the contractually reserved event rooms exist and the customer, upon inquiry thereof by the hotel, does not waive his right of withdrawal.

2. If an agreed advance payment or an advance payment or a security is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to withdraw from the contract.

3. Moreover, the hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if

- force majeure or other circumstances beyond the hotel's control render the fulfillment of the contract impossible;
 - rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
 - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
 - the purpose or the cause of the stay is illegal;
 - there is a breach of the above-mentioned clause 3 number 1
4. The justified withdrawal by the hotel constitutes no claims for damages for the customer.

IX. Changes in the Number of Participants and Time of Event

1. The customer is obligated to inform the hotel of the exact number of participants for the event. A change of the number of participants shall be communicated to the hotel no later than five working days before the beginning of the event; the hotel must give its consent, preferably in written form. The invoice will be calculated on the basis of the actual number of participants.
2. A reduction in the number of participants of more than 10% should be communicated to the hotel at an early stage but no later than five working days before the beginning of the event. The hotel shall be entitled to exchange the confirmed room reservations (taking into account the possibly different room rent) unless this is unreasonable for the customer.
3. If the event's agreed starting or ending times change and the hotel agrees to such deviations, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.
4. If the agreement does not already include stipulations for event-times reaching past 11 p.m. the hotel can charge staff expenses separately. Further the hotel is eligible to charge travel costs of staff members if they are obligated to use public transport after working hours. The hotel is obligated to show documentation of such staff and times.

X. Bringing Food & Beverage

1. The customer may not bring food or beverages to events. Exceptions must be agreed with the hotel. In such cases, a charge will be made to cover overhead expenses. Further the hotel is not liable for damages caused by food or beverages brought by the customer.
2. The hotel is also not liable for damages of brought food or beverages of third parties.

XI. Technical Facilities and Connections

1. To the extent the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and for the account of the customer. The customer is liable for the careful handling and proper return of the equipment. The customer shall indemnify the hotel against all third-party claims arising from the provision of the facilities or equipment.
2. Consent is required for the use of the customer's electrical systems on the hotel's electrical circuit. The customer shall be liable for malfunctions of or damage to the hotel's technical facilities caused by using such equipment, to the extent that the hotel is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage. The customer shall indemnify the hotel against all third-party claims arising from the provision of the facilities or equipment.
3. For the installation of technical structures or equipment the hotel can request an inspection by the TÜV (German Association for Technical Inspection) or a similar authorized organization. The certification is to be given to the hotel immediately. Costs of such inspections are carried by the customer.
4. The customer is entitled to use his own telephone, fax, and data transfer equipment with the hotel's consent. The hotel may charge a connection fee.
5. If suitable hotel equipment remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.

6. Malfunctions of technical or other equipment provided by the hotel will be remedied promptly whenever possible. To the extent the hotel was not responsible for such malfunctions, payment may not be withheld or reduced.
7. It is in the customer's responsibility to care for possible official permits and consents for the event. The cost is carried by the customer.

XII. Loss of or Damage to Property brought in

1. Delivery of materials for an event are to be communicated to the hotel at least five days in advance in order to arrange proper receipt and storage.
2. Customer shall bear the risk of damage or loss of objects on exhibit or other items including personal property brought into the event rooms/hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Excepted herefrom are cases of damage caused as a result of harm inflicted on life, limb and physical health. In addition, all cases in which the safekeeping represents a contractually typical obligation due to the circumstances of the individual case, are excluded from this liability disclaimer.
3. Decorations brought in must conform to the fire protection technical requirements. The hotel is entitled to require official evidence thereof. Should such proof not be given, then the hotel shall be entitled to remove materials already brought in at the cost of the customer. Due to the possibility of damage, the hotel must be asked before objects are assembled or installed.
4. Objects on exhibit and other items must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store such at the customer's expense. If the objects remain in the room used for the event, the hotel may charge a reasonable compensation for use for the duration of withholding of the room.
5. The beforementioned also applies for items of third parties used for the event.

XIII. Customer's Liability for Damage

1. Insofar as the customer is an entrepreneur, he shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer and the customer itself.
2. The hotel may require the customer to provide reasonable security, such as a credit card guarantee.
3. In the hotel smoking is not allowed. In case of dishonoring such, the hotel may charge the professional cleaning plus a possible loss in revenue in the amount of 200 EUR to the customer. The customer is at liberty to prove that the hotel has no or a much lower claim.

XIV. Liability of the Hotel

1. The hotel is liable for harm inflicted on life, limb and physical health. Further it is liable for other damage caused with full intent or gross negligence or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or vicarious agent. All other claims for damages are excluded, if not determined differently in this clause XIV. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection by the customer made without undue delay. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage to a minimum.
2. The hotel is only liable to the customer for property brought into the hotel in accordance with the statutory provisions. It recommends the use of the hotel or room safe. If the guest wishes to bring with him money, securities, stocks, bonds or valuables with a value of more than 800 EUR or other things with a value of more than 3500 EUR, a separate safekeeping agreement is necessary. Any liability of the hotel expires if the customer does not report any knowledge of loss or damage immediately to the hotel.
3. Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The hotel only assumes liability for loss of or damage to motor vehicles parked or maneuvered on the hotel's property and the contents thereof.

4. Wake-up calls are carried out by the hotel with the greatest possible diligence. The hotel cannot guarantee that the call will be placed as agreed. The hotel is not liable for consequential damages. Messages, mail, and merchandise deliveries for guests shall be handled with care. The hotel will deliver, hold, and, for a fee, forward such items (on request). The hotel only assumes liability according to the preceding.

XV. Lost and Found

1. Left items are only sent to the customer against a fee that covers any costs and expenditures for delivery. The hotel stores left items for a maximum of six months. Afterwards the items are used or destroyed.

XVI. Miscellaneous

1. Animals: Upon request and approval of the hotel animals are allowed in certain rooms. Invoicing is per day per animal without food. The hotel reserves the right to have the room professionally cleaned if deemed necessary. Costs are to be carried by the customer. Animals are not allowed in restaurants, FeelWell and AquaWell.

XVII. No right of Withdrawal

1. The statutory right of withdrawal does not apply to consumers according to § 312g Abs. 2 Nr. 9 BGB. Kindly note the regulations for withdrawal in clause VII.

XVIII. Order Process in Electronic Commerce

1. The customer has the possibility to book by clicking the "book now" button on our website www.hotel-frankenland.de. The dates for the stay have to be selected as well as the number of adults and number of requested rooms. By clicking "show available rooms" the customer submits this information to our booking system. The available rooms and offers are shown on the following page. By clicking "choose room" another page with an overview of the selection is shown to the customer and is to be confirmed through clicking "confirm." At this point the customer has the choice to continue the booking by logging in or to continue without registration. Through validating personal information and inserting all required fields, the customer chooses "continue" and reaches the final booking site. The booking is completed when the legal notice is accepted and the button "order with obligation to pay" is clicked. A confirmation letter will be sent to the e-mail address of the customer.

After completion it is possible to view or cancel the booking by entering the confirmation number and last name under my reservations. Rules under clause VII apply for cancellations.

2. Contract language is German.

3. After accepting the contract the text of the terms and conditions is available on our website. Details to the booking are available in the confirmation letter.

XIX. Final Provisions

1. Amendments and supplements to the contract, the acceptance of offers or these general terms and conditions should be made in written form. Unilateral amendments or supplements by the customer are invalid. For commercial transactions the place of performance and payment as well as, in the event of litigation, including disputes for checks and bills of exchange, the exclusive court of jurisdiction is at Bad Kissingen, Germany. Insofar as a contracting party fulfills the requirements of section 38, para. 2 of the German Code of Civil Procedure (ZPO) and does not have a place of general jurisdiction within the country, the courts at Bad Kissingen, Germany shall have exclusive jurisdiction.

2. The contract is governed by and shall be construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and Conflict Law are precluded. Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.

3. Data Privacy can be accessed in a separate document.

XX. Dispute Resolution

In compliance with its statutory obligation the hotel points out that the European Union has set up an online platform for the extrajudicial resolution of consumer disputes (“ODR platform”): <http://ec.europa.eu/consumers/odr/>.

The hotel undertakes to participate. Additional information is available on the ODR platform, cf. Art. 14 (2) ODR Regulation