

## Terms and conditions of HARBR. hotel & boardinghouse for hotel accommodation contract August 2018 version

### § 1. Scope of application

1. These Terms and Conditions (T&Cs) apply to all services provided by DQuadrat Living GmbH or, as may apply, its respective subsidiaries using and under the trademarks 'HARBR. hotel & boardinghouse' (hereinafter 'DQuadrat', 'HARBR' or 'the Hotel') for the guest, the organiser and other contractual partners (hereinafter 'Client'). The services include in particular the hiring of apartments or, as may apply, hotel rooms for accommodation, the sale of food and drink (F&B) and other associated services and deliverables of DQuadrat. DQuadrat is entitled to have its services performed by third parties. The term 'hotel accommodation contract' covers and replaces the following terms: Accommodation, guest, hotel and hotel room contract.

2. DQuadrat owns the trademark rights and operates the accommodation facilities under the registered trademarks 'HARBR hotel & boardinghouse'.

3. These T&Cs refer to contract types such as allotment contracts entered into with DQuadrat. The T&Cs of the client do not apply unless expressly agreed beforehand. Confirmations to the contrary by the client referring to its T&Cs are hereby expressly rejected.

### § 2. Entering into the contract

1. The contractual partners are the hotel and the client. The contract enters into effect by the offer by the client being accepted by the hotel. The hotel is free to confirm the room booking in writing (email, fax) or conclusively by performance. Where the Client enters into a so-called allotment contract with the hotel, it is liable for all damage wilfully caused by the end user. Where it contradicts these T&Cs, an allotment contract primarily regulates the business relationship and also supplements these T&Cs.

2. Where the reservation was made by third parties, they are jointly and severally liable towards DQuadrat together with the Client for all obligations resulting from the hotel accommodation contract.

3. A room booking is independent from the booking path. This can be done in person, by fax, by email, in writing, via 'harbr.de', via agents (e.g. so-called online portals) or by another way. The hotel differentiates between the following booking types:

- an individual booking if less than eight rooms in one hotel operation related in terms of time and/or substance are booked by a contractual partner as part of one or more bookings.
- a group booking if more than seven rooms in one hotel operation related in terms of time and/or substance are booked by a contractual partner as part of one or more bookings.
- a short-term booking if less than 31 consecutive days stay in one company are booked by a contractual partner.
- a long-term booking if more than 30 consecutive days stay in one company are booked by a contractual partner.

### § 3. Use of rooms, room availability, departure

1. Rooms are only made available for the purposes of accommodation.

2. The sub, re-letting, or unpaid use of the provided rooms and areas by third parties as well as the use of the rooms for purposes other than accommodation is excluded unless DQuadrat has authorised it expressly in writing. Section 540 (1, 2) of the German Civil Code is excluded unless the Client is a consumer.

3. The Client is liable towards DQuadrat for all damage caused by it or third parties using the service of DQuadrat at the instigation of the former.

4. Rooms booked are available to the Client from 15:00 on the day of arrival. The client has no entitlement to them being made available earlier. Unless otherwise agreed (guaranteed booking), in the event of the Client failing to show, DQuadrat is entitled to otherwise allocate booked rooms after 18:00 on the same date without the Client being entitled to rights or other claims.

5. Rooms must be vacated by no later than 12:00 on the day of departure. After this, DQuadrat is entitled to also invoice 50% of the lodgings price (list price) for additional use in excess of that agreed by contract up to 18:00, and 90% of the full lodgings price (list prices) as of 18:00. This does not justify contractual claims by the client. It at liberty to provide evidence that the hotel has incurred no or a significantly lower loss.

6. Long-term guests (bookings with a stay of a minimum of 30 consecutive nights) shall perform together with the DQuadrat hotel management a room inspection and handover one or two days before their agreed departure. Otherwise the findings of DQuadrat about the state of the room on the day of departure apply as binding.

### § 4. Provision of services, prices, payments, offsetting and assignment

1. The hotel shall make the rooms booked by the client available and provide the agreed services.

2. The Client has no entitlement to use specific rooms unless agreed expressly.

3. The client shall pay the prices of the hotel agreed or applicable for making the room available and for the further services used by him. This also applies to services commissioned directly by the client or via the hotel that are provided by third parties and paid for by the hotel.

4. The prices for the respective services are determined in accordance with the DQuadrat price list valid at the time of entering into the contract. All prices include statutory VAT applicable at the time of entering into the contract. Tourism, cultural (so-called 'bed tax') and other levies are not included in the prices. The stated levies are also to be borne by the Client. It is invoiced separately with the respective amounts.

Increases in VAT after the contract has been entered into are charged to the Client. With contracts with consumers, this only applies if the period between entering into the contract and performance exceeds four months.

5. Where the period between entering into the contract and first performing it exceeds four months, DQuadrat is entitled to raise prices by a maximum of 5%.

Subsequent changes to the number or size of the rooms booked, service of the hotel, the length of stay or other services made at the request of the Client and to which DQuadrat has agreed may lead to changes in prices.

6. When the client enters into the contract, the DQuadrat is entitled to demand an appropriate payment in advance or deposit, for example in the form of a credit card guarantee. The amount of

the payment in advance and the payment deadlines can be specified in the contract.

7. Where the Client uses a credit card without physically being present (e.g. when booking by phone, on line etc.) for payment of DQuadrat services with a requirement for advance payment, he/she is not as part of the relationship with DQuadrat to arrange for his/her credit card company to cancel this charge.

8. The payment claim by DQuadrat becomes due immediately after receipt of the respective invoice without deduction. An invoice is regarded as received by no later than 3 working days after sending to the invoice recipient unless earlier receipt can be evidenced. Statutory provisions apply in the event of payment arrears.

9. Provision of an overall invoice does not provide exemption from timely payment of individual invoices. Payment arrears even after individual invoicing entitles DQuadrat to withhold all further and future services and make performance dependent on a deposit of up to 100% of the outstanding payment.

10. An administration fee of €10.00 is owed for each reminder. Invoices are invariably to be paid immediately. DQuadrat is entitled to refuse foreign currency, cheques and credit cards. Vouchers from tour operators are only accepted if there is a credit agreement in place with the company in question or, as may apply, if appropriate payments in advance have been made.

11. The Client is only able to offset, reduce or assert a right of retention against a claim by the hotel if undisputed or legally enforceable. Claims and other rights of the Client may only be assigned to a third party with the written consent of DQuadrat.

12.

### § 5. Revocation by the Client, cancellation, reduction, no shows

1. Reservations by the contractual partner are binding on both parties. Accordingly, revocation by the client of the contract entered into with the hotel is possible if a right to revocation has been expressly agreed in the contract, a separate right of revocation exists, or if the hotel has expressly consented to cancelling the contract. Any agreement to a right of revocation as well as any consent to cancel the contract is to be in writing.

2. Where a deadline has been agreed between the hotel and the client for free revocation of the contract, the client is entitled to revoke the contact up to this date without triggering claims for payment or compensation by the hotel. The right of the client to revoke contract expires if it fails to exercise this right against the hotel by the agreed deadline. In any event, the right of revocation can only be exercised against the hotel in writing. Access to the statement of revocation at the hotel is decisive for compliance with the revocation deadline.

3. Where a right to revocation is not agreed or it has already expired, and there is also no statutory right to revocation or termination and DQuadrat does not consent to the contract being cancelled, DQuadrat reserves the right to claim the agreed payment despite the service not being used. DQuadrat is to charge income from further letting the room as well as expenses saved. Where the reserved rooms are not or only partially otherwise DQuadrat is entitled to estimate the deduction for saved expenses.

In any event, the Client shall pay the following proportions of the contractually agreed total price for overnight accommodation without breakfast.

#### For short-term bookings:

- a. in the event of cancellation up to 24 hours before arrival: none (free)
- a. in the event of cancellation as of 23 hours before arrival 100% of the total overnight accommodation price

#### For group bookings:

- a. up to 12 weeks before arrival, the Client is able to cancel all rooms for free
- b. up to 8 weeks before arrival, the Client is able to cancel 75% of the rooms for free
- c. up to 4 weeks before arrival, the Client is able to cancel 50% of the rooms for free
- d. up to 7 days before arrival, the Client is able to cancel 25% of the rooms for free
- a. up to 24 hours before arrival, the Client is able to cancel one room for free

#### For long-term bookings:

- a. 50% of the contractually agreed overnight cost if the written cancellation or, as may apply reduction arrives at DQuadrat between 60 and 30 days before the start of the period for performance
- b. 70% of the contractually agreed overnight cost if the written cancellation or, as may apply reduction arrives at DQuadrat between 29 and 10 days before the start of the period for performance
- c. 100% of the contractually agreed overnight cost, 70% for half board and 60% for full board if the written cancellation or, as may apply reduction arrives at DQuadrat less than 10 days before the start of the period for performance.
- DQuadrat has no claim if the written cancellation or, as may apply reduction arrives at DQuadrat by (and including) 61 days before the start of the period for performance.
4. The Client is entitled to provide evidence that the aforementioned claim has not arisen or is not to the amount claimed. DQuadrat is at liberty to provide evidence that the expenses saved are lower than the aforementioned percentages.

#### § 6. Revocation and termination by DQuadrat

1. Where the client being able to revoke the contract at no charge within a specific period has been agreed, the hotel is entitled to revoke the contract within this period if there are enquiries by other clients for the contractually booked rooms and the client, on enquiry by the hotel, does not waive its right to revoke where an appropriate period is set.
2. In accordance with the statutory provisions, DQuadrat is entitled to revoke (Section 323 German Civil Code) or, as may apply, terminate the contract (Section 314) if
  - a. the Client fails to perform as due
  - b. performance of the contract is impossible due to force majeure or other circumstances beyond the control of DQuadrat
  - c. the client provides misleading or false details about significant information, with the identity of the Client, the ability to pay, or purpose of the stay likely to be significant
  - d. the Client uses the name of the hotel for promotional purposes without prior written consent
  - e. areas subject to contract are sublet in part or in whole without the written consent of DQuadrat
  - f. DQuadrat has justified cause for assuming that use of the hotel services may jeopardise the smooth running of the business, the safety or, as may apply, public reputation of the hotel
  - g. the purpose or reason for the stay is unlawful.
3. DQuadrat shall exercise revocation/termination without delay, and in any event by no later than 14 days of being made aware of the reason in

writing. Justified termination of the contract by DQuadrat does not entitle any claims by the Client to compensation or other settlements. DQuadrat retains the right to losses incurred and its expenses being made good

#### § 7. Liability by DQuadrat, items brought in, time-barring

1. The hotel is liable for losses that it is responsible for due to injury to life or limb. In addition, it is liable for other losses due to an intentional or grossly negligent breach by the hotel or, as may apply, an intentional or negligent breach of typical contractual duties by the hotel. A breach by a statutory representative or vicarious agent equates to one by the hotel. Unless otherwise set out in this Clause 7, ongoing claims for compensation are excluded. In the event of faults or defects with performance by the hotel, it will endeavour to ensure their immediate remedy when made aware of or complained to without delay by the Client. Where reasonable, the Client shall contribute to remedying the malfunction and minimising potential losses.
2. All claims against the hotel are invariably time-barred one year as of the statutory limitation period. Claims for compensation expire as of five years of their notification, unless they involve injury to life or limb or a breach of freedom. These claims for compensation expire in ten years regardless of when they were reported. Curtailments to limitation do not apply in the event of intentional or grossly negligent breaches by the hotel.
3. The hotel is not a custodian of items of any nature brought into the room by the client, and is therefore not liable for their fate. This applies in particular to so-called items of value.
4. Items left in generally accessible areas of the hotel, in the hotel lounge, or in technical equipment are not regarded as brought in. The Client therefore brings them in at their own risk. Neither is the hotel custodian for luggage left in the hotel such as suitcases, bags or others left in the hotel once the rooms have been vacated and items collected later.
5. The hotel is liable towards the client in accordance with statutory provisions for items brought in.
6. A parking space in the hotel garage or in the hotel car park, including for payment, being made available does not lead to a contract of safe custody. In the event of loss or damage to vehicles and their contents parked or kept in the hotel grounds, the hotel is only liable in accordance with the aforementioned definitions.
7. Messages, post and parcels for clients are handled with care. The hotel deals with their delivery, storage and, if requested, paid forwarding of said items. In this case, the hotel is only liable in accordance with statutory provisions.
8. Items of the Client left behind are only forwarded at the request, risk and cost of the Client. Items are kept for a maximum of six months with an appropriate payment being charged,

#### § 8. Exchange and protection of data

1. The Client is hereby informed in accordance with Section 33 of the German Federal Data Protection Act (BDSG) and Section 3 of the German Teleservices Data Protection Act (TDDSG) that DQuadrat processes the data it is provided with (name/address/period and duration of stay) in a machine-readable format and only automatically for tasks arising from the contract. DQuadrat is only entitled to disclose client data where required for safeguarding the operation (State authorities). In addition, the terms and conditions of use issued to the Client when nominating the username and

password for using the internet also apply. Please go to our home page for more information.

#### § 9. Parking terms and conditions for garages and hotel car park

1. A lease agreement regarding the parking duration requested by the tenant enters into force between the hotel and the tenant during the opening times according to the parking terms and conditions on acceptance of the parking pass and/or entry into the garage or hotel car park (hereinafter 'parking area'). Neither guarding nor safe-guarding of items is covered by this contract. The hotel accepts no custody or particular duty of care for items brought by the tenant.
2. The tenant shall act with the care required for driving. In particular, specific traffic regulations and safety provisions applicable in the parking area are to be complied with. Instructions by hotel staff regarding safety or building rules are always to be followed without delay. In addition, the provisions of the German Highway Code apply accordingly.
  - 2.1. Vehicles may only be parked in the marked spaces. The hotel is entitled to move or have moved incorrectly parked vehicles by suitable measures at the cost of the tenant. The hotel is entitled to charge a set fee for this, and in this event, the tenant is entitled to provide evidence of the costs not arising or being significantly lower than the fixed fee.
  - 2.2. The hotel is also entitled to remove the vehicle of the tenant from the parking area in the event of imminent danger.
  - 2.3. It is recommended that tenants carefully lock their vehicle on leaving them and leave no valuables behind.
  - 2.4. Opening hours can be found on the corresponding notices.
3. Walking pace must be used for driving in the parking area.
  - 3.1 The following are not allowed in the parking area:
    - smoking and the use of naked flames
    - storage of fuel, fuel containers and flammable items
    - unnecessarily leaving engines running
    - parking of vehicles leaking tanks or carburetors
    - refuelling, repairing, washing and internal cleaning of vehicles
    - draining of coolant and fuel or changing oil
    - distribution of advertising material.
  - 3.2 Presence in the parking area is only permitted for the purposes of parking, loading and unloading, and collecting vehicles.
  - 3.3 The tenant shall clear away spills caused by him.
4. The amount of the parking charge to be paid and the permitted stay can be found in the applicable price list attached.
  - 4.1. The maximum stay is one month unless otherwise agreed in a separate agreement on a case-by-case basis.
  - 4.2 Once the maximum stay has passed, the hotel is entitled to have the vehicle removed from the parking area at the cost of the tenant provided that the tenant has been notified in writing and/or the vehicle owner has been given notice of at least two weeks that has remained unheeded or the value of the vehicle clearly does not exceed the value of the rent due. The hotel is entitled to compensation in accordance with the price list up to removal.
  - 4.3 In the event of loss of the parking pass, payment amounting to a daily fee is due unless the tenant provides evidence of a shorter stay, or the hotel of a longer one.

**4.4** The hotel is entitled to verify entitlement to collect the vehicle.. Evidence is provided by, among other things, provision of the parking pass. The tenant is entitled to provide other evidence.

**4.5** Where the tenant takes up more than one parking space with his vehicle, the hotel is entitled to charge the full amount for the number of parking spaces actually used.

**5.** The hotel is only liable for damage proven to be caused by it or its vicarious agents with wilful intent or gross negligence. This limitation to liability does not apply in the event of injury to life or limb, or in the event of a breach of significant contractual obligations. **5.1** The tenant shall notify the hotel of any damage to its vehicle without delay.

**5.2.** The hotel excludes any liability for damage caused by other tenants or other third parties. This applies in particular to damage to, destruction or theft of the parked vehicle, moving/installed parts of the vehicle, or items attached to or, as may apply, on the vehicle.

**5.3.** Where the tenant is a hotel guest and the hotel parks or collects the vehicle at the request of the tenant, this in no way justifies a contract of safekeeping or duty to guard as it merely involves a courtesy by the hotel for the guest. Damage caused in this way to other vehicles is to be settled via the third party vehicle insurance of the tenant/vehicle owner. In addition, the hotel and the driver commissioned by the hotel are not liable for damage caused directly to the vehicle of the tenant or for any financial disadvantage in connection with paying for the damage to the other vehicles or items over and above the third-party vehicle liability insurance of the tenant/vehicle owner (excess/increased premiums) unless the driver commissioned by the hotel caused the damage with wilful intent or gross negligence.

**6.** The tenant is liable for damage caused by himself, his vicarious agents or his representatives wilfully caused to the hotel. It shall automatically report such damage to the hotel before leaving the parking area.

**6.1**The tenant is liable for cleaning costs in the event of spills in the parking area caused by him in the sense of Clause .3.2.

**7.** The hotel is entitled to a right of retention and statutory right of lien over the parked vehicle of the tenant as a result of its claims.

**7.1.** The hotel is entitled to remove and/or realise vehicles or trailers without an official registration plate provided that the tenant/owner has been advised in advance and, on request, it has failed to comply with the request to remove the vehicle within an appropriate period set by the hotel. Such a threat and requirement is not required if the tenant/vehicle owner could not be determined even after reasonable measures have been taken. The tenant/owner is entitled to any proceeds from realisation minus costs incurred and the parking charge due up to the moment of removal of the vehicle.

**7.2.** Regardless of the rights under Clauses 7.1 and 7.2, the tenant is liable towards the hotel for any costs incurred.

## § 10. Closing Provisions

**1.** Amendments and additions to the contract, the application acceptance or these Terms and Conditions are to be made in writing. Unilateral amendments or additions by the client have no effect.

**2.** With commercial transactions, the place of performance and payment as well as sole jurisdiction, including for disputes revolving around cheques and bills of exchange, is Ludwigsburg as the DQuadrat head office. Where a Client to the contract meets the requirements of Section 38 (2) of the German Rules for Civil Procedure and has no general domestic jurisdiction, jurisdiction is

regarded as with the head office for DQuadrat Living GmbH.

**3.** Governing Law is that of Germany. Application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws does not apply.

**4.** Individual provisions of these Terms & Conditions being or becoming invalid or void does not affect the validity of the remaining provisions. Otherwise, statutory provisions apply.

Ludwigsburg, August 2018