

General Terms and Conditions

I. Scope of application

1. These terms and conditions apply to hotel accommodation contracts and all other services and deliveries provided to the guest by Fair Resort Jena (hereinafter referred to as "hotel").

2. Deviating provisions, even if they are contained in the general terms and conditions of the guest or the customer, shall not apply unless they are expressly recognized in writing by the hotel.

II Conclusion of contract

1. Upon a booking request by the guest, a hotel accommodation contract (hereinafter referred to as "contract") is concluded with a corresponding booking confirmation from the hotel. An electronic confirmation of receipt in the course of a reservation request on the Internet does not constitute acceptance of the hotel accommodation contract.

2. The contractual partners are the hotel and the guest. If a third party makes the booking on behalf of the guest, he shall be liable to the hotel as the ordering party together with the guest as joint and several debtors for all obligations arising from the contract, provided that the hotel has received a corresponding declaration from the ordering party. Irrespective of this, each customer is obliged to forward all information relevant to the booking, in particular these General Terms and Conditions, to the guest.

3. The subletting and re-letting of the rooms provided as well as their use for purposes other than accommodation require the prior written consent of the hotel.

III Services, prices, payment

1. The hotel is obliged to keep the rooms booked by the guest available in accordance with these General Terms and Conditions and to provide the agreed services.

2. The guest is obliged to pay the hotel's applicable or agreed prices for the provision of the room and the other services used by him. This also applies to services and expenses incurred by the hotel vis-à-vis third parties at the request of the guest or the customer.

3. The agreed prices include the respective statutory value added tax. If the period between conclusion and fulfillment of the contract exceeds four months, and if the price generally charged by the hotel for such services increases, the hotel may raise the contractually agreed price appropriately, but by no more than 10%.

4. The prices may also be changed by the hotel if the guest subsequently requests changes to the number of rooms booked, the hotel's services or the length of stay of the guests, and the hotel agrees to this.

5. Invoices of the hotel are payable immediately upon receipt within 10 days without deduction. The guest shall be in default at the latest if he does not make payment within 30 days of the due date.

This only applies to a guest who is a consumer if these consequences have been specifically pointed out in the invoice. In the event of late payment, the hotel is entitled to charge consumers interest on arrears at a rate of 5% above the prime rate. In business transactions, the default interest rate is 8% above the prime rate. The hotel reserves the right to claim higher damages. The hotel may charge a reminder fee of _ 5.00 for each reminder after default has occurred.

6. The hotel is entitled to demand a reasonable advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and its due date may be agreed in writing in the contract. Furthermore, the hotel is entitled to demand immediate payment at any time for accounts receivable accrued during the guest's stay at the hotel by issuing an interim invoice.

7. The guest may only offset or reduce a claim of the hotel with an undisputed or legally established claim.

IV. Withdrawal of the guest, cancellation

1. The hotel grants the guest a right of withdrawal at any time. Decisive is the receipt of the declaration of withdrawal by the hotel (for reasons of evidence, the guest is recommended to declare the withdrawal in writing).

The following provisions apply:

a) In each case of withdrawal by the guest, the hotel is entitled to the following flat-rate compensation (in % of the agreed accommodation or service price), taking into account the expenses usually saved and the usual possible alternative use of the booked room contingents and services:

- Up to 30 days before arrival 10%
- 29 to 22 days before arrival 25%
- 21 to 15 days before arrival 35%
- 14 to 7 days before arrival 50%
- 6 to 1 day before arrival 65%
- Cancellation on the day of arrival or in the event of non-arrival (failure to use the service; "no show") 80%

b) The guest is at liberty to prove that the hotel has suffered no loss or that the loss incurred by the hotel is lower than the flat-rate compensation demanded

c) For additionally booked wellness and sports packages, the following flat-rate cancellation fees apply:

- up to 1 day before arrival (utilization) free of charge
- thereafter 80%

If these services are part of an overall package including overnight accommodation, the flat rates under Section IV (1a) apply.

2. If the hotel has granted the guest an option in the contract to withdraw from the contract within a certain period of time without further legal consequences, the hotel is not entitled to compensation. Decisive for the timeliness of the declaration of withdrawal is its receipt by the hotel. The guest must declare the withdrawal in writing.

V. Cancellation by the hotel

1. Insofar as the guest has been granted a right of withdrawal free of charge in accordance with Section IV (2), the hotel is also entitled to withdraw from the contract within the agreed period if there are inquiries from other guests regarding the booked rooms and the guest does not finally confirm the booking upon inquiry by the hotel.

2. If an advance payment or security deposit agreed in accordance with Section III (6) is not made within a period set for this purpose, the hotel shall also be entitled to withdraw from the contract.

3. furthermore, the hotel is entitled to withdraw from the contract for good cause, in particular if

- force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract;
- rooms are booked under misleading or false statements of material facts, e.g. regarding the person of the guest or the purpose;
- the hotel has justified cause to believe that the use of the hotel's services may jeopardize the smooth operation, security or public reputation of the hotel, without this being attributable to the hotel's sphere of control or organization;
- there is an unauthorized subletting or re-letting pursuant to Clause II para. 3;
- there is a case of Section VI Para. 3;
- the hotel becomes aware of circumstances that the financial circumstances of the guest have deteriorated significantly after conclusion of the contract, in particular if the guest does not settle due claims of the hotel or does not provide sufficient security and therefore payment claims of the hotel appear to be at risk;
- the guest has filed an application for the opening of insolvency proceedings against his assets, has made an affidavit in accordance with § 807 of the German Code of Civil Procedure, has initiated out-of-court proceedings for the settlement of debts or has suspended payments;

- insolvency proceedings are opened against the guest's assets or the opening of such proceedings is refused for lack of assets or for other reasons.

4. The hotel must inform the guest immediately in writing of the exercise of the right of withdrawal.

5. In the aforementioned cases of withdrawal, the guest shall not be entitled to claim damages.

VI Arrival and departure

1. The guest does not acquire any claim to the provision of specific rooms, unless the hotel has confirmed the provision of specific rooms in writing.

2. Booked rooms are available to the guest from 15:00 on the agreed day of arrival. The guest is not entitled to earlier availability.

3. Booked rooms must be occupied by the guest by 6:00 p.m. at the latest on the agreed day of arrival. Unless a later arrival time has been expressly agreed, the hotel has the right to allocate booked rooms to other guests after 6 p.m. 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 vacated and made available to the hotel by 11.00 a.m. at the latest. After this time, the hotel may charge the daily room rate for the additional use of the room until 6.00 p.m., and 100% of the full valid accommodation rate from 6.00 p.m. onwards, in addition to the damage incurred by the hotel as a result. The guest is at liberty to prove to the hotel that it has incurred no or significantly less damage.

VII Liability of the hotel, statute of limitations

1. Should disruptions or defects occur in the hotel's services, the hotel shall endeavor to remedy the situation upon immediate complaint by the customer. If the guest culpably fails to notify the hotel of a defect, there shall be no entitlement to a reduction in the contractually agreed remuneration.

2. The hotel shall be liable in accordance with the statutory provisions for all damages resulting from injury to life, limb and health.

3. The hotel shall only be liable for other damages caused by slight negligence if these are attributable to the breach of a material contractual obligation or a cardinal obligation in a manner that jeopardizes the purpose of the contract. In these cases the liability is limited to the foreseeable damage typical for the contract.

4. In the case of other damages, the liability of the hotel is furthermore limited for each individual case of damage and all cases of damage arising from and in connection with the contractual services to a maximum amount of

_ 2,557,000.00€ for property damage and to a maximum of

_ 52,000.00€ for financial losses.

The limitation and exclusion of liability shall not apply if the other damages are based on an intentional or grossly negligent breach of duty by the hotel, its legal representatives or executives.

5. The above limitations of liability apply to all claims for damages regardless of their legal basis, including claims in tort. The above limitations of liability shall also apply in cases of any claims for damages by a guest against employees or vicarious agents of the hotel. They shall not apply in cases of liability for a defect following the assumption of a guarantee for the quality of an item or a work, in the event of fraudulently concealed defects or in the event of personal injury.

6. The hotel shall be liable to the guest for items brought into the hotel in accordance with the statutory provisions, i.e. up to one hundred times the accommodation price, but not exceeding € 3,500.00. For valuables (cash, jewelry, etc.), this liability is limited to € 800.00. Money and valuables stored in the hotel safe are insured up to a maximum value of € 25,600.00. The hotel recommends to make use of this option. The liability claims expire if the guest does not use the room safe for the storage of money and valuables or if the guest notifies the hotel immediately after becoming aware of the loss, destruction or damage.

7. If the guest is provided with a parking space in the hotel garage or in a hotel parking lot, even for a fee, this does not constitute a safekeeping agreement. The hotel has no duty of supervision. The hotel shall not be liable for loss of or damage to motor vehicles parked or maneuvered on the hotel property and their contents, unless the hotel, its legal representatives or its vicarious agents are responsible for intent or gross negligence. In this case, the damage must be claimed against the hotel at the latest when leaving the hotel property.

8. Wake-up calls are carried out by the hotel with the utmost care. Claims for damages, except for gross negligence or intent, are excluded.

9. Messages, mail and consignments of goods for guests are handled with care. The hotel will deliver, store and - on request and for a fee - forward such items and, on request, also lost property. Claims for damages, except for gross negligence or intent, are excluded. The hotel is entitled to hand over the aforementioned items to the local lost and found office after a storage period of one month at the latest and to charge an appropriate fee.

10. Claims for damages by the guest shall become time-barred at the latest after two years from the time at which the guest becomes aware of the damage or, irrespective of this knowledge, at the latest after three years from the time of the damaging event. This does not apply to liability for damages resulting from injury to life, limb or health or for other damages resulting from an intentional or grossly negligent breach of duty by the hotel, a legal representative or vicarious agent of the hotel.

VIII Purchase, payment, redemption, return of vouchers

1. It is possible to purchase vouchers for hotel services via various channels. These vouchers may include individual or package services, as well as monetary amounts (in EURO). The vouchers have a validity period (usually 12 months from the date of issue). In the case of promotional services (public holidays, seasonal periods, etc.), the validity period is limited to the times specified. The voucher must be redeemed within the specified time frame or on the specified date. If a reserved date is not used (no-show), the voucher loses its validity.

2. The general terms and conditions stated above also apply to the redemption of the voucher services. Excluding the following point redemption is possible depending on the availability of the hotel (rooms, wellness appointments, restaurant seats, etc.). There is no entitlement to a specific redemption date unless this is expressly stated in the voucher. Please note that additional fees will also be charged when redeeming the voucher if these are not expressly stated in the scope of services on the voucher (tourist advertising fee, weekend surcharge, seasonal surcharge, parking fee, etc.).

3. A payment term of 14 days from the invoice date applies to purchased vouchers. If the voucher has not been paid by the end of this period, the hotel will initiate dunning proceedings. The voucher must be paid by bank transfer (account details on the invoice).

4. The provisions of the Distance Selling Act apply to the purchase of vouchers.

Cancellation policy for consumers within the meaning of Section 13 BGB:

The right of withdrawal does not apply to the provision of services in the areas of accommodation, transportation and leisure activities if the entrepreneur undertakes to provide the services at a specific time or within a precisely specified period of time when the contract is concluded (Section 312b (3) No. 6 BGB) .

A return of the purchased voucher is only possible in exceptional cases. In this case, we will charge a cancellation and processing fee of €25.00 per voucher.

5. If the voucher is not redeemed within the specified voucher period, it can be extended for a further 12 months for a fee of €30.00.

IX. Final provisions

1. Amendments or additions to the contract, the acceptance of the application or these terms and conditions for hotel accommodation should be made in writing. Unilateral amendments or additions by the customer are invalid.

2. Place of performance and payment is the registered office of the hotel (Jena).

3. The exclusive place of jurisdiction - also for check and bill of exchange disputes - is the registered office of the hotel in commercial transactions. If a contractual partner does not have a general place of jurisdiction in

Germany, the place of jurisdiction shall be the hotel's registered office. However, the hotel is also entitled to bring actions and other legal proceedings at the guest's general place of jurisdiction.

4. The law of the Federal Republic of Germany shall apply.

5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

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