

# General Terms and Conditions

## § 1 Scope

- 1.1 These General Terms and Conditions apply to contracts for the rental of hotel rooms for accommodation purposes concluded between DO & CO Hotel München GmbH, Munich Local Court, HRB 257006 (“**DO & CO**”) and third parties (“**Guest**”), as well as to all other related goods and services provided by DO & CO (“**Contract**”).
- 1.2 These General Terms and Conditions apply exclusively. Deviating general terms and conditions of the Guest will not become part of the Contract even if DO & CO does not expressly object to them.

## § 2 Conclusion of Contract

- 2.1 By making a reservation, the Guest offers to conclude a contract with DO & CO. The Contract is only concluded upon confirmation of the reservation by DO & CO.
- 2.2 The Guest is not entitled to demand the use of a specific room, unless this has been expressly agreed and confirmed in writing by DO & CO.

## § 3 Prices, payment, setoff

- 3.1 The agreed prices include the taxes and local charges applicable at the time of the conclusion of the Contract. Notwithstanding sentence 1, they do not include local charges that are owed by the Guest himself/herself according to the applicable law, such as visitors’ tax. In the event of changes to the rates of taxes, fees or charges after the conclusion of the Contract or the levying of new taxes, fees or charges after the conclusion of the Contract, the prices will be adjusted accordingly insofar as such changes or new levies affect the concluded Contract. If the Guest is a consumer within the meaning of section 13 Civil Code (*Bürgerliches Gesetzbuch*, “BGB”) (“**Consumer**”), prices will only be adjusted in accordance with the previous sentences if the period between the conclusion and fulfilment of the Contract exceeds four months (“**Fixed Price Period**”). This Fixed Price Period will also apply if the Guest is an entrepreneur within the meaning of section 14 BGB (“**Entrepreneur**”), provided that the increase concerned is not an increase in VAT or the Entrepreneur is not in a position to pass the price increase on to his/her own contractual partner; the Entrepreneur bears the burden of proving that he/she is unable to pass on the price increase.
- 3.2 The Guest is obliged to pay the agreed price on the due date. This also applies to services requested by the Guest directly or via DO & CO that are provided by third parties and paid for upfront by DO & CO. If third-party services are arranged, this cannot be construed as giving rise to a package holiday.

- 3.3 Invoices from DO & CO are issued in euros and are due for payment immediately upon receipt without deduction. In the event of late payment, DO & CO will be entitled to charge interest at a rate of five percentage points above the respective base rate per year. In the case of transactions not involving a Consumer, DO & CO will be entitled to charge interest at a rate of nine percentage points above the respective base rate per year. The Guest is entitled to prove that the loss incurred was lower and DO & CO that the loss incurred was higher.
- 3.4 Upon conclusion of the Contract, DO & CO is entitled to demand that the Guest makes an advance payment or provides a security deposit in the form of his/her credit card details up to the full amount of the agreed payment. In the event that a security deposit is drawn on, the Guest hereby expressly agrees to the credit card provided as security being charged for this purpose.
- 3.5 DO & CO is entitled, even after the conclusion of the Contract and up to the start of or during the stay, to demand an advance payment or security deposit within the meaning of the above section 3.4 from the Guest to cover existing and future claims arising from the Contract insofar as such an advance payment or security deposit has not already been made or provided pursuant to section 3.4.
- 3.6 The Guest is not entitled to set off any claim of DO & CO against any claims of his/her own.
- 3.7 The Guest agrees that the invoice may be sent to him/her by electronic means. The Guest must submit any requests for corrections to the invoice, in particular with regard to the address of the invoice recipient etc., immediately upon receipt of the invoice.

#### **§ 4 Cancellation by the Guest/withdrawal/non-utilization of DO & CO's services ("no show")**

- 4.1 The Guest is entitled to cancel his/her reservation in writing only if this has been expressly agreed in writing. This does not affect the Guest's statutory rights of withdrawal and termination.
- 4.2 If a right of cancellation has been agreed, the Guest may in principle cancel his/her reservation free of charge up to 3:00 p.m. local time on the day before the agreed day of arrival. If he/she cancels later, a cancellation fee of 90% of the agreed price for the entire reservation must be paid. If the Penthouse Loft-Suite has been reserved, the Guest may in principle cancel his/her reservation free of charge up to 3:00 p.m. local time on the third day before the agreed day of arrival. Sentence 2 applies *mutatis mutandis*.
- 4.3 If a Guest has booked at least [*five*] rooms for periods where the beginning and end of the respective booking phase do not differ by more than [*two*] days ("**Group Booking**"), the Guest may cancel all the reserved rooms free of charge up to 3:00 p.m. local time on the ninetieth day before the first agreed day of arrival. Half of the reserved rooms may be canceled free of charge up to 3:00 p.m. local time on the sixtieth day before the first agreed day of arrival. 20% of the rooms still reserved at the respective time may be canceled free of charge up to 3:00 p.m. local time on the thirtieth day before the first agreed day of arrival.
- 4.4 Section 4.2 and section 4.3 do not apply if other cancellation conditions have been agreed.

- 4.5 If a right of cancellation has not been agreed or has already expired, if there is no statutory right of withdrawal or termination and if DO & CO does not agree to cancel the Contract, DO & CO will remain entitled to the agreed payment despite the fact that the service was not used.
- 4.6 Any change to the scope of the Contract due to the late arrival or early departure of the Guest will also be deemed a cancellation within the meaning of the above provisions, whereby in the case of departure, the “day of arrival” pursuant to section 4.2, sentence 1 will be replaced by the day of early departure.

## **§ 5 DO & CO’s right of cancellation**

- 5.1 If it has been agreed that the Guest may cancel the Contract free of charge within a certain period of time, DO & CO will for its part be entitled to cancel the Contract during this period if there are inquiries from other guests about the contractually reserved rooms and the Guest does not waive his/her right of cancellation after being asked by DO & CO to do so within a reasonable period of time. This applies *mutatis mutandis* where an option has been granted, if other inquiries have been received and the Guest is not prepared to make a firm reservation after being asked by DO & CO to do so within a reasonable period of time.
- 5.2 If an advance payment or security deposit pursuant to section 3.4 and/or section 3.5 is not made or provided – even after a reasonable grace period set by DO & CO has expired – DO & CO will likewise be entitled to cancel the Contract.
- 5.3 DO & CO is entitled to withdraw from the Contract without notice if it has an objectively justified reason to do so or to terminate the Contract for good cause, in particular if
- force majeure or other circumstances for which DO & CO is not responsible make it impossible to fulfill the Contract;
  - a competent court has decided to open preliminary insolvency proceedings or insolvency proceedings are opened in respect of the Guest or the opening of such proceedings is rejected for lack of assets;
  - rooms or services are reserved by culpably providing misleading or false information or concealing material facts; material facts may include, for example, the identity of the Guest, his/her solvency or creditworthiness (in particular information about the Guest’s own financial circumstances relevant to creditworthiness) or the purpose of the stay;
  - DO & CO has reasonable grounds to believe that the use of the service may jeopardize the smooth operation of the business, the security or public reputation of DO & CO without this being attributable to DO & CO’s sphere of control or organization;
  - the purpose or reason for the Guest’s stay is in violation of regulations or the law and DO & CO is aware of this;

– section § 8 has been violated.

5.4 Justified cancellation, justified withdrawal and justified termination by DO & CO will not entitle the Guest to claim damages.

5.5 DO & CO's statutory rights of withdrawal and termination will otherwise remain unaffected.

## **§ 6 Use of hotel facilities/rooms**

6.1 Publicly accessible areas and hotel facilities may only be used during the respective opening hours. The applicable opening hours are displayed at the entrance to the respective hotel facility. The hotel reserves the right to change the opening hours or to close all or part of its facilities, especially due to renovation work or hotel events or if use is not possible or only possible to a limited extent for other reasons.

6.2 Unless agreed otherwise, reserved rooms are available to the Guest from 3:00 p.m. onwards on the agreed day of arrival (check-in time). The Guest is not entitled to have the room made available earlier.

6.3 On the agreed day of departure, the Guest must vacate the room and make it available to DO & CO by no later than noon. After this time, DO & CO may charge the Guest the full room price (list price) for use beyond what was agreed in the Contract from 2:00 p.m. onwards based on the late vacating and return of the room. This will not give rise to any contractual claims on the part of the Guest.

## **§ 7 Liability of the Guest**

7.1 Smoking is not permitted anywhere in the hotel, including in the guest rooms. In the event of non-compliance, the Guest must pay a cleaning fee of EUR 200 and, if the rooms concerned cannot be used or rented out, must bear the resulting loss of revenue. DO & CO is entitled to prove that the loss or damage suffered was greater than this. The Guest is entitled to prove that DO & CO did not suffer any loss or damage at all or that the loss or damage suffered was significantly less.

7.2 The Guest is liable in accordance with the statutory provisions. The Guest is also liable for damage to the building and/or inventory caused by the culpable actions of a family member or a third party connected to the Guest, insofar as the Guest has allowed the third party to use the reserved room. It is the Guest's responsibility to take out adequate insurance to cover such liability. DO & CO is entitled to request proof of such insurance.

7.3 The consumption of food and drink brought into the public areas is prohibited. Breakfast may only be eaten in the designated parts of the public area ([●]). The Guest may not take any part of the breakfast away with him/her. Preparing food in the rooms is prohibited.

7.4 Bringing a pet requires the written consent of DO & CO. The Guest must inform DO & CO in advance if he/she wishes to bring a pet. If written consent is given, the Guest must declare that

the pet will be under his/her constant supervision, is free of disease and poses no other danger to other guests and DO & CO employees or third parties who are on DO & CO's premises at its behest. Pets are not permitted at breakfast, at the hotel bar or in the hotel restaurant. There is a charge of EUR 30 per night per pet. The above provisions do not apply to guide dogs, hearing dogs and other comparable service dogs; DO & CO must be notified of such dogs in advance.

## **§ 8 Subletting or re-letting of reserved rooms**

The prior written consent of DO & CO must be obtained to sublet or re-let the rooms made available or to use them for purposes other than accommodation.

## **§ 9 No assignments**

If the Guest is an Entrepreneur, any assignment of rights and/or transfer of obligations arising from or in connection with the contractual relationship by the Guest is only permissible with the prior express written consent of DO & CO. This also applies to the assertion of claims based on a legal transfer of the standing to sue.

## **§ 10 Exclusion of liability on the part of DO & CO**

10.1 DO & CO's liability for damages is in principle excluded. This does not apply

- to loss or damage arising from injury to life, limb, or health;
- to loss or damage based on an intentional or grossly negligent breach of duty on the part of DO & CO or a legal representative or vicarious agent of DO & CO;
- to loss or damage based on the violation of a material contractual obligation. A material contractual obligation is in particular an obligation that is such that the Contract can only be duly and properly executed if it is fulfilled and the other party generally can and does rely on compliance therewith. In such a case, DO & CO's liability is however limited to compensation of the typically occurring loss or damage foreseeable at the time of the conclusion of the Contract;
- to loss or damage resulting from a breach of a warranty issued by DO & CO;
- to claims arising from mandatory statutory liability, in particular such as pursuant to the Product Liability Act (*Produkthaftungsgesetz*).

The provisions of this section 10.1 do not affect the statutory allocation of the burden of proof.

10.2 DO & CO will be liable in accordance with the statutory provisions for items brought in by the Guest within the meaning of section 701 BGB. The claim will lapse if the Guest does not notify

DO & CO without undue delay after becoming aware of the loss or destruction of or damage to the item brought in. DO & CO recommends that the Guest use the hotel or room safe.

- 10.3 If the Guest wishes to bring in money, securities or valuables with a value of more than EUR 800 or other items with a value of more than EUR 3,500, a separate safekeeping agreement must be concluded with DO & CO. A lien will be created on all items of any kind brought in by the Guest, as of the time at which such items are brought in, with regard to all claims in connection with the above request.
- 10.4 Items left behind by the Guest will, provided they recognizably have a value of more than EUR 10, only be forwarded at the Guest's request within six months of the item being found, and at the Guest's risk and expense. After that, DO & CO may hand in the items to the lost and found office. If the item does not recognizably have a value of more than EUR 10, DO & CO may then also dispose of the item.
- 10.5 DO & CO does not have its own hotel parking lot. The Guest does however have the option of having DO & CO park the Guest's vehicle in a third-party garage or parking lot. This does not give rise to a safekeeping agreement between DO & CO and the Guest. DO & CO assumes no liability in the event of the loss of or damage to the parked vehicle or its contents caused by third parties in the third-party garage or the third-party parking lot. DO & CO will only be liable in accordance with section 10.1 for damage caused by an employee of DO & CO when moving and parking the vehicle.

## **§ 11 WiFi and other services provided by DO & CO**

- 11.1 DO & CO will provide the Guest with free wireless internet access (WiFi) in the guest areas and rooms. DO & CO does not guarantee the general functioning of the internet access, uninterrupted and trouble-free transmission, or a specific transmission speed or connection quality. Nor does DO & CO guarantee that access will be available in all guest areas.
- 11.2 DO & CO offers free wake-up calls for the Guest. DO & CO will call the Guest via the hotel telephone at the time specified by the Guest. If the Guest cannot be reached, DO & CO will call once more. DO & CO will only be liable in this regard in accordance with section 10.1.
- 11.3 DO & CO will forward messages to the Guest free of charge and, by prior arrangement, accept and store mail and consignments. DO & CO will only be liable in this regard in accordance with section 10.1.

## **§ 12 Statute of limitations**

All claims against DO & CO will become statute-barred within one year. This does not apply to claims for damages or to other claims insofar as these are based on an intentional or grossly negligent breach of duty on the part of DO & CO.

### § 13 Final provisions

- 13.1 Amendments and additions to the Contract or these General Terms and Conditions must be made in writing. This also applies to this written form provision. The above written form requirement does not apply to agreements made orally directly between the parties after the conclusion of the Contract.
- 13.2 Should individual provisions of these General Terms and Conditions be invalid or null and void, this will not affect the validity of the remaining provisions. The same applies to contractual omissions. In all other respects, the statutory provisions apply.
- 13.3 The place of performance and payment is the registered office of DO & CO in Munich.
- 13.4 If the Guest is a merchant within the meaning of the Commercial Code (*Handelsgesetzbuch*), a legal person under public law, a special fund under public law or an entrepreneur within the meaning of section 14 BGB, the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship is the registered office of DO & CO in Munich. DO & CO is, however, in all cases also entitled to bring an action at the Guest's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.
- 13.5 The Contract, all services provided by DO & CO and these General Terms and Conditions are governed exclusively by German law, excluding the provisions of German private international law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 13.6 As required by law, DO & CO hereby points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes (“**ODR Platform**”), which is available at <https://ec.europa.eu/consumers/odr>. DO & CO does not currently participate in the alternative dispute resolution procedures offered there. DO & CO is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.