



Standard Terms and Conditions for the Contract Governing the Reception of Guests at Hotel München Palace, Trogerstr. 21, 81675 Munich owned by Roland Kuffler GmbH

I. Scope of application

1. These Terms and Conditions apply to contracts for the letting of hotel rooms in Hotel München Palace for accommodation purposes as well as all other goods and services provided by the Hotel for customers, hereafter referred to as the Guest Reception Contract.
2. The Customer's standard terms and conditions will only apply should they have been expressly agreed beforehand in writing.

II. Conclusion of a contract, contractual partners, time limitation

1. The contract will have been entered into when the Hotel accepts the Customer's application. The Hotel is free to confirm the reservation in text form.
2. The contractual partners are the Hotel and the Customer. Should a third party have made the reservation on behalf of the Customer and should the Hotel be in possession of an appropriate declaration from the third party, he will be jointly and severally liable to the Hotel together with the Customer for all obligations arising from the Guest Reception Contract.
3. All claims against the Hotel will basically become time expired a year from the legal beginning of the limitation period. Irrespective of whether they are known, compensation claims will become time expired in five years. Shortened periods of limitation will not apply to claims based on an intentional or grossly negligent breach of the Hotel's obligations.

III. Services, prices, payment, netting of claims

1. The Hotel is required to keep the type and number of rooms reserved by the Customer available and to provide the agreed services.
2. The sub-letting or letting to others of the rooms made available as well as their use for purposes other than accommodation requires the prior written consent of the hotel, whereby § 540 section 1 sentence 2 of the German Civil Code is waived should the Customer not be a consumer.
3. The Customer is required to pay the prices that have been agreed or are applied by the Hotel for the rooms he uses and for additional services. This also applies to services ordered by the guest for a third party and to expenses incurred by the Hotel for a third party. The agreed prices include the legally required value added tax. The Hotel is entitled

to increase the agreed prices accordingly should the legally required value added tax be increased. Should the period between the reservation and the actual use of the Hotel's facilities exceed 180 days and should the Hotel carry out a general increase in the prices of certain services during this period, the Hotel is entitled to increase the agreed price by the same amount, up to a maximum however of 10%.

4. The Hotel may make its consent to a subsequent reduction in the number of rooms reserved by the Customer or a reduction in its services or the length of the Customer's stay dependent on an increase in the price of the room and/or other services provided by the Hotel.
5. Participation at the breakfast buffet will be shown solely in the hotel's invoices under the item "standard lump sum tax rate for services" (in German "LRS" = Leistung-Regel-Steuersatz-Pauschale).
6. The Hotel's invoices will be due for payment without any deduction immediately, at the latest on leaving the Hotel. In exceptional cases and solely subject to prior agreement, it is possible to send the invoice on without it being paid on departure. Invoices sent on without a due date being stated must be paid without any deduction within 10 days of the receipt of the invoice. The Hotel may at any time demand immediate payment of claims that are already due. In the event of payment arrears, the Hotel is entitled to demand interest on arrears provided for in law of currently 8% over base rate or 5% in the case of legal transactions in which a consumer is involved. The Hotel reserves the right to prove that it has incurred higher damages.
7. The Hotel is entitled to demand an appropriate down payment from the Customer or the provision of security in the form of a credit card guarantee, prepayment or the like at the time the contract is concluded. The deposit will be due 2 weeks after the contract has been concluded. The provisions of the law on down payments or security with regard to package tours will not be affected.
8. In justified cases, e.g. payment arrears on the part of the Customer, the Hotel is entitled even after the contract has been concluded up to the beginning of the Customer's stay to demand a down payment or the provision of security within the meaning of section 6 or an increase in the down payment or security agreed in the contract up to the full payment of the agreed price.
9. The Hotel is also entitled, both at the beginning of and during the Customer's stay, to demand an appropriate down payment or the provision of security within the meaning of section 6 for current and future claims arising from the contract should this not already have occurred in fulfilment of sections 6 and/or 7 above.
10. The Customer may only offset or deduct claims against the Hotel's claims or withhold fulfilment of the Hotel's claims that are undisputed or have been established in law.

IV. Rescission by the customer (cancellation) / Failure to use the hotel's services

1. The Customer's rescission of the contract concluded with the Hotel requires the Hotel's written consent. Should this consent not be given, the prices agreed in the contract must still be paid even if the Customer does not use the contractual services. This will not apply should the hotel have violated its obligation to respect the Customer's rights, legally protected rights and interests when, as a result, the Customer can no longer be reasonably expected to continue the contract or should the Customer be entitled to some other legal or contractual right.

2. Exceptionally, the partial or complete rescission of the contract concluded with the Hotel by the Customer is possible at no expense and without the Hotel's written consent in the following exhaustive list of cases:
 - Individual reservations up to four weeks prior to the agreed date of arrival
 - all rooms in the case of block bookings for five rooms or more up to four weeks before the date of arrival
 - one room of at least five rooms in the case of block bookings of five rooms or more up to twenty-four hours before the agreed date of arrival
 - all the rooms in the case of block bookings of 10 rooms or more up to eight weeks before the agreed date of arrival
 - two rooms of at least ten rooms in the case of block bookings of 10 rooms or more up to forty-eight hours before the agreed date of arrival
3. Should the Hotel and the Customer have exceptionally agreed in writing a date on which the contract may be rescinded at no expense, the Customer may rescind the contract up to this date without this giving rise to claims for payment or compensation by the Hotel. The Customer will forfeit his right to rescind the contract should he fail to exercise this right vis-à-vis the Hotel by the agreed date, unless a case of rescission by the Customer referred to in section IV number 1 sentence 3 is present.
4. The Hotel is required to deduct income earned from the alternative letting of the rooms not used by the Customer as well as any expenses saved. Should the rooms not be let to other guests, the Hotel may demand the full price agreed in the contract subject to the deduction of a lump sum amount for costs saved by the Hotel. In this case, the Customer is required to pay at least 90% of the contractually agreed price for overnight stays, with or without breakfast. The Customer is free to prove that the above claim did not arise or not to the extent demanded.

V. Cancellation by the hotel

1. Provided that it has been agreed in writing that the Customer may rescind the contract within a particular period of time at no expense, the Hotel is for its part also entitled to rescind the contract within this period should enquiries from other customers for the contractually reserved rooms have been received and the Customer, when asked by the Hotel, not waive his right of rescission.
2. The Hotel is also entitled to rescind the contract should the Customer fail to make the down payment or provide the security agreed or demanded in accordance with section III numbers 7 and/or 8, even after a grace period set by the Hotel has expired.
3. Moreover, the Hotel is entitled to declare the extraordinary rescission of the contract for objectively justified reasons, should for example:
 - force majeure or other circumstances for which the Hotel is not responsible make it impossible to fulfil the contract;
 - the rooms have been booked under a misleading or false statement of essential facts, e.g. the person of the Customer or the purpose of the stay;
 - the Hotel have justified cause to assume that the use of its hotel services may endanger the Hotel's smooth operation, its safety or its standing with the public, without this being subject to the Hotel's influence or organisation;
 - an infringement of section I number 2 above have occurred.
4. The Customer will not be entitled to compensation in the event of the Hotel's justified rescission of the Contract.

VI. Provision, handover and return of the room

1. The Customer does not acquire the right to the provision of a particular room or premises. Should confirmed rooms or premises reserved not be available, the Hotel is entitled to provide equivalent accommodation, also by another company.
2. Reserved rooms will be available to the Customer with effect from 2 pm on the agreed day of arrival. The Customer has no right to the provision of the room earlier.
3. The rooms must be vacated and made available to the Hotel by 12 am at the latest on the agreed day of departure. After this time and until 6 pm the Hotel may invoice 50% of the full accommodation price (list price) on account of the delayed vacation of the room for its continued use according to contract and 100% if the room is not vacated by 6 pm. This will not entitle the Customer to pursue claims under the contract. The Customer is free to prove that the Hotel did not incur any loss or a considerably reduced loss on use of the room.
4. Dogs are welcome provided that the Hotel is notified in advance. The owner is fully liable for any damage to the Hotel's property caused by the dog.

VII. The hotel's liability

1. The Hotel is liable for its obligations under the contract with the diligence of a conscientious businessman. Claims for compensation by the Customer will not be allowed. Excluded from this provision is damage resulting from injury to life, limb or health should the Hotel be guilty of a breach of its obligations, other damage due to an intentional or grossly negligent breach of these obligations and damage due to an intentional or grossly negligent breach by the Hotel of obligations typical for this type of contract. A breach of obligations by a representative or agent of the Hotel is equivalent to one committed by the Hotel itself. Should the Hotel's services not function properly or be defective, the Hotel will endeavour to provide a remedy as soon as it becomes aware of the situation or immediately on receiving the Customer's complaint. The Customer is obliged to take all reasonable measures to contribute to remedying the malfunction and to limiting possible damage.
2. The Hotel is liable to the Customer for property that he has brought into the Hotel in accordance with the provisions of the law, that is up to one hundred times the price of the room up to a maximum of € 3,500 and up to € 800 for gold, securities and valuables, whereby gold, securities and valuables up to a maximum value of € 1,000 may be stored in the locked room safe (provided that the occupied room has one) and/or up to a maximum value of € 2,000 in the locked hotel safe. The Hotel recommends the Customer to make use of these facilities.
3. Should the Customer have been provided with a parking space in the hotel garage or on the hotel car park, and even have paid for this service, this will not give rise to a custody agreement. Except in cases of intent or gross negligence, the Hotel is not liable for any loss or damage to vehicles parked or moved on the hotel's land nor for their contents. Sentences 2 to 4 of point 1 above will apply as appropriate.

VIII. Concluding provisions

1. Amendments or additions to the contract, the acceptance of an application or these Standard Terms and Conditions for reception in the Hotel must be in writing. Unilateral changes or additions by the Customer are invalid.
2. The place of fulfilment and payment is the Hotel's registered office.
3. The sole legal venue – also for transactions carried out by check and bill of exchange – in relations with other entrepreneurs is the Hotel's company law registered office (Munich). Should a Customer fulfil the conditions of § 38 section 2 of the German Civil Code and have no general legal venue in Germany, the legal venue will be considered to be the Hotel's company law registered office (Munich).
4. German law will apply. The application of UN purchasing law and the law of conflicting laws will not apply.
5. Should individual provisions of these Standard Terms and Conditions for the Contract Governing the Reception of Guests be or become invalid, this will not impair the validity of the remaining provisions. Otherwise the provisions of the law will apply.