



## CLASSIK HOTEL COLLECTION

# GENERAL TERMS AND CONDITIONS CLASSIK HOTEL COLLECTION

(Classik Hotel Collection GmbH and CHM Investitions GmbH & Co. KG hereinafter “Hotel”)

## General Terms and Conditions

### 1. Scope of Applicability

These terms and conditions apply to hotel room rental contracts for lodging, and all related services and goods provided to the customer by the hotel (Hotel Accommodation Contract). They do not apply to package tours within the meaning of section 651a German Civil Code (BürgerlichesGesetzbuch– BGB). The term “Hotel Accommodation Contract” comprises and replaces the following terms: accommodation, lodging, hotel, hotel room contract.

1.2 The hotel’s prior written consent is required if the rooms provided are to be sublet or rented to a third party, or used for purposes other than lodging, whereby section 540, para. 1, sentence 2 German Civil Code (BürgerlichesGesetzbuch– BGB) is waived insofar as the customer is not a consumer.

1.3 The customer’s own general terms and conditions only apply if previously explicitly agreed.

1.4 These terms and conditions do not apply in the case of a reservation through a third party such as Hotel.de, HRS, Expedia, Booking.com etc. In such cases, the terms and conditions of those third parties apply. In such cases the hotel operates only as a service-provider, and not as the contractual partner.

### 2. Conclusion of Contract, Parties

The hotel and the customer are the contracting parties. The contract comes into force upon the hotel’s acceptance of the customer’s request. In the case of a booking made via the hotel’s own website, the contract is concluded when the button “Yes, book with obligation to pay” or “Book bindingly” is clicked.



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### 3. Services, Prices, Payment, Offsetting

3.1 The hotel is obliged to keep the rooms reserved by the customer available and to provide the agreed services.

3.2 The customer is obliged to pay the agreed or applicable hotel prices for rooms provided and other services used. This also applies to services ordered by the customer directly, or via the hotel, which are provided by a third party and for which the hotel advances payment.

3.3 The agreed prices include all taxes and local fees in effect at the time of the conclusion of contract. They do not include locally levied fees that are owed by the guest themselves according to a particular municipal law, for example visitor's or city taxes. If the applicable statutory VAT (value added tax) changes, or if local taxes applicable to the rooms and services are newly introduced, changed or abolished after the conclusion of the contract, prices will be adjusted accordingly. This only applies to contracts concluded with consumers if the period between the conclusion and fulfilment of the contract exceeds four months.

3.4 The hotel may make its consent to a customer's later request for a reduction in the number of reserved rooms, services provided by the hotel or the length of the customer's stay dependent on an increase in the price of the rooms and/or the other services.

3.5 Hotel invoices without a due date are payable without deduction within ten days of receipt of the invoice. The hotel may demand immediate payment of outstanding sums from the customer at any time. In case of late payment, the hotel is entitled to demand the respectively applicable statutory default interest (currently 8 %) or, in the case of legal transactions with a consumer, of 5 % above the base interest rate. The hotel reserves the right to prove greater damages.

3.6 The accuracy of invoices issued by the hotel should be checked immediately on receipt. Changes may be requested by the customer at the hotel or later, only until due date, by e-mail to [rechnung@classik-hotel-collection.com](mailto:rechnung@classik-hotel-collection.com). In both cases, corrections will be made within 14 days, with no charge for the first amendment. The customer will be charged a processing fee of EUR 25 (incl. VAT) for each further correction that is not the fault of the hotel. Depending on the nature of the change, the hotel reserves the right to correct the original invoice or issue a corrected invoice/refund notice.

3.7 The hotel is entitled to require a reasonable advance payment or a security deposit, 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 writing in the contract. In the case of advance payments or security deposits for package tours, the applicable statutory provisions remain unaffected.



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3.8 In justified cases, for example if the customer is in arrears or the scope of the contract increases, the hotel is entitled to demand an advance payment or security deposit pursuant to No. 3.7 above, or an increase in the advance payment or security deposit agreed in the contract up to the total agreed remuneration, including after the conclusion of the contract, up to the commencement of the stay.

3.9 Furthermore, the hotel is entitled, at the commencement of and during the customer's stay, to demand a reasonable advance payment or security deposit pursuant to No. 3.8 above for existing and future claims under the contract, insofar as not previously provided pursuant No. 3.8 and/or No. 3.9 above.

3.10 The customer may only offset or settle a claim by the hotel with an undisputed or legally binding claim.

### 4. Withdrawal of the Customer (Cancellation)/ Failure to Use Hotel Services (No Show)

4.1 The customer may 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 any cancellation of a contract, must be in written form.

4.2 Insofar as the hotel and customer have agreed upon a date for withdrawal from a contract without charge, the customer may withdraw from the contract up to that date without receiving claims for payment or compensation from the hotel. The customer's right of withdrawal expires if they do not exercise their right of withdrawal vis-à-vis the hotel by the agreed date.

4.3 If the service is not used after the right of withdrawal has expired (no show), and if the customer does not arrive on the first day of the booking, the hotel may bill the credit card provided (see No. 3.7) the agreed cost of the booking after 6 pm. All refund claims that arise after billing will be applied subsequently and any overpayment will be refunded.

4.4 If a contractual right of withdrawal was not agreed or has expired, or if there is no statutory right of withdrawal or cancellation, and the hotel does not give its consent to the cancellation of the contract, then the hotel is entitled to the contractually agreed payment even if a service is not used. If the rooms are not otherwise rented, the hotel may apply a flat-rate discount for expenses saved. A cancelled booking results in costs of at least 80% of the total cost.



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### 5. Withdrawal by the Hotel

5.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period, the hotel is entitled to withdraw from the contract during this period if inquiries from other customers regarding the contractually reserved rooms exist and the customer, upon inquiry by the hotel with a reasonable deadline, does not waive their right of withdrawal.

5.2 If an agreed advance payment, or an advance payment or a security deposit demanded pursuant to No. 3.7 and/or No. 3.8 above, is not made, even after a reasonable grace period set by the hotel has expired, then the hotel is also entitled to withdraw from the contract.

5.3 The hotel is also entitled to extraordinary withdrawal from the contract for materially justifiable reasons, in particular if

- force majeure or other circumstances beyond the hotel's control render fulfilment of the contract impossible;
- rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts, including the identity or solvency of the customer, or the purpose of their stay;
- 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 such issues being attributable to the hotel's sphere of control or organization;
- the purpose of, or reason for, the stay is illegal;
- there is a breach of No. 1.2 above.

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5.4 If the hotel withdraws from the contract for a legitimate reason, the customer is not entitled to damages. If in the case of a withdrawal from the contract according to No. 5.2 or 5.3 above the hotel has a claim for damages from the customer, the hotel may apply a flat rate. No. 4.3 applies accordingly in such cases.

### 6. Room Availability, Delivery and Return

6.1 The customer does not have the right to be provided with specific rooms, insofar as this is not expressly agreed.

6.2 Reserved rooms are available to the customer from 3 pm on the agreed arrival date. The customer does not have the right to earlier availability.



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6.3 Rooms must be vacated and made available to the hotel no later than 11 am on the agreed departure date. After that time, the hotel may bill the following amounts for late departure: 50% of the agreed room rate for the preceding stay for use of the room until 3 pm (late departure) and 90% of the official room rate for the following period for departures after 3 pm. The customer may not make contractual claims based on these provisions. The customer is at liberty to prove that the hotel has no claim, or a significantly lower claim, for payment for use of the room.

6.4. Smoking in the rooms is expressly prohibited and will result in a fee of EUR 450 plus any costs incurred by the fire brigade.

6.5 Pets can only accompany guests with the prior agreement of the hotel. The guest is required to inform the hotel that they wish to bring a pet with them before their stay. If the hotel agrees to a guest bringing a pet, it does so on condition that the pet is constantly supervised by the owner, is not ill, and does not pose a danger to hotel guests or staff. Pets may not be brought to breakfast or the hotel restaurant/bar. An exception is made in the case of guide dogs for the blind, deaf or other comparable service dogs. They may accompany their owners at all times. Pets incur a fee of EUR 25 per night.

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## 7. Liability of the Hotel

7.1 The hotel is liable for harm inflicted on life, limb and physical health. Further, it is liable for other damage caused with full intent, due to gross negligence, or due to intentional or grossly negligent violation of obligations typical for the contract. A breach of obligation by the hotel is deemed to be equivalent to a breach by a statutory representative or vicarious agent. All other claims for damages are excluded unless otherwise stated in this No. 7. Should there be disruptions to, or defects in, the hotel's services, the hotel shall act to remedy such upon knowledge thereof or upon immediate objection by the customer. The customer is obliged to take reasonable action to eliminate the disruption and to keep any possible damage to a minimum. All claims against the hotel generally expire within a year from the beginning of the statutory limitation period. This does not apply to claims for damages or other claims relating to harm inflicted on life, limb and physical health, and/or due to gross negligence or intentional violation of the hotel's duties.

7.2 The hotel is 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 EUR 800 or other items with a value of more than EUR 3,500, a separate agreement regarding their safekeeping is required.



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7.3 If 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 paid. The hotel only assumes liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and the contents thereof pursuant to the preceding No. 7.1, sentences 1 to 4.

7.4 Wake-up calls are carried out by the hotel with the greatest possible diligence. Messages, mail, and merchandise delivered for guests are handled with care. The hotel will deliver, hold, and, for a fee, forward such items (on request). The hotel thereby only assumes liability according to the preceding No. 7.1, sentences 1 to 4.

## 8. Final Provisions

8.1 Amendments and supplements to the contract, the acceptance of offers or these general terms and conditions should be made in writing. Unilateral amendments or supplements by the customer are invalid. 6

8.2 For commercial transactions the place of performance and payment, and in the event of litigation including disputes concerning cheques and bills of exchange the sole place of jurisdiction, is the hotel's registered office. Insofar as a contracting party fulfils the requirements of section 38, para. 2 of the German Code of Civil Procedure (Zivilprozessordnung – ZPO) and there is no general place of jurisdiction in Germany, the hotel's registered office is regarded as the place of jurisdiction.

8.3 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-of-law rules are excluded.

8.4 Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions is not affected. The statutory provisions also apply.

8.5 The English translation of these terms and conditions is for information purposes only. In case of a dispute, only the original German version is legally binding.



## CLASSIK HOTEL COLLECTION

# General Terms and Conditions for Events

## 1. Scope of Applicability

1.1 These terms and conditions apply to hotel rental contracts for conference, banqueting and event spaces, for events such as banquets, seminars, meetings, exhibitions, presentations etc., and all related services and goods provided to the customer by the hotel.

1.2 The hotel's prior written consent is required if the rooms, spaces or display cases provided are to be sublet or rented to a third party, or if participants are invited to job interviews, sales events or similar events, whereby the right to cancellation pursuant to section 540, para. 1, sentence 2 German Civil Code (BürgerlichesGesetzbuch– BGB) is waived.

1.3 The customer's general terms and conditions apply only if previously explicitly agreed in writing.

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## 2. Conclusion of Contract, Parties, Liability

2.1 The hotel and the customer are the contracting parties. The contract comes into force upon the hotel's acceptance of the customer's request. The hotel reserves the right to confirm the event booking in writing.

2.2 The hotel is liable for harm inflicted on life, limb and physical health. Further, it is liable for other damage caused with full intent, due to gross negligence, or due to intentional or grossly negligent violation of obligations typical for the contract. Obligations typical for the contract are obligations that allow for the proper fulfilment of the contract, and the observance of which the customer relies on and can reasonably expect to reply on. A breach of obligation by the hotel is deemed to be the equivalent to a breach by a statutory representative or vicarious agent. All other claims for damages are excluded unless otherwise stated in No. 9. Should there be disruptions to, or defects in, the hotel's services, the hotel shall act to remedy such upon knowledge thereof or upon immediate objection by the customer. The customer is obliged to take reasonable action to eliminate the disruption and to keep any possible damage to a minimum. The customer is also obliged to inform the hotel in good time of the possibility of exceptional damage.

## 3. Services, Prices, Payment, Offsetting



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3.1 The hotel is obliged to provide the services ordered by the customer and confirmed by the hotel.

3.2 The customer is obliged to pay the agreed or applicable hotel prices for ordered services and other services used. This also applies to services ordered by the customer directly or via the hotel that are provided by a third party and for which the hotel advances payment. That also applies, in particular, to claims from copyright collection societies.

3.3 If a minimum sales volume is agreed and not reached, the hotel may demand 60% of the difference as lost revenue, insofar as the customer does not prove a lower loss, or the hotel does not prove a higher loss.

3.4 The agreed prices include all taxes in effect at the time of the conclusion of contract. If the statutory VAT (value added tax) changes after the conclusion of the contract, prices will be adjusted accordingly. This only applies to contracts concluded with consumers if the period between the conclusion and fulfilment of the contract exceeds four months.

3.5 If payment by invoice was agreed, insofar as no other agreement was reached, payment must be made without deduction within ten days of receipt of the invoice.

3.6 The hotel is entitled to require a reasonable advance payment or security deposit, 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 writing in the contract. The statutory provisions apply in the case of late payment by the customer.

3.7 In justified cases, for example if the customer is in arrears or the scope of the contract increases, the hotel is entitled to demand an advance payment or security deposit pursuant to No. 3.6 above, or an increase of the advance payment or security deposit agreed in the contract up to the total agreed remuneration, including after the conclusion of the contract, up to the start of the event.

3.8 The customer may only offset or settle a claim by the hotel with an undisputed or legally binding claim.

3.9 The customer agrees that they may receive invoices in electronic form.

## 4. Withdrawal of the Customer (Cancellation)





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4.1 The customer may only withdraw from the contract concluded with the hotel unilaterally if a right of withdrawal without charge was explicitly agreed upon in the contract or if another statutory right of withdrawal exists.

4.2 Insofar as the hotel and customer have agreed upon a date for withdrawal from a contract without charge, the customer may withdraw from the contract up to that date without receiving claims for payment or compensation from the hotel. The customer's right of withdrawal expires if they do not exercise the right of withdrawal vis-à-vis the hotel in writing by the agreed date.

4.3 If a contractual right of withdrawal pursuant to No. 4.1 was not agreed or has expired, or if there is no statutory right to dissolution of the contract without charge, then the hotel is entitled to the contractually agreed payment pursuant to Nos. 3.3, 4.4, 4.5 and 4.6, even if the service is not used. The hotel must offset income from renting to a third party and expenses saved. The respective expenses saved may be billed at a flat rate, in the case of itemised rental rates at 10%, otherwise pursuant to Nos. 3.3, 4.4, 4.5 and 4.6. The customer may provide evidence that the claim is not valid, or the amount of the claim is not valid. The hotel may provide evidence for a higher claim.

4.4 If the customer cancels after the 60th day before the date of the event, in addition to the agreed rental price (less any income or expenses saved pursuant to No. 4.3 Sentence 2), and any costs incurred pursuant to No. 3.2 Sentence 2, and/or an agreed minimum sales volume pursuant to No. 3.3, the hotel may bill the customer 35% of lost turnover from consumption, rising to 60% from the 30th day and 85% from the 10th day before the date of the event. In the event of a multi-day event, the deadlines above are calculated using the first day of the event. The customer may provide evidence that the claim is not valid, or the amount of the claim is not valid. The hotel may provide evidence for a higher claim.

4.5 Turnover from consumption is calculated as follows: menu price plus beverages multiplied by the number of participants. If no price was agreed for the menu, the cheapest three-course menu for the respective applicable event package will be used. Beverages are calculated at a third of the menu price.

4.6 If a flat-rate conference fee per participant was agreed, in case of a cancellation after the 60th day before the date of the event, the hotel may bill 60% of the flat-rate conference fee multiplied by the agreed number of participants, rising to 75% from the 30th day and 85% from the 10th day before the date of the event. In the event of a multi-day event, the deadlines above are calculated using the first day of the event. The customer may provide evidence that the claim is not valid, or the amount of the claim is not valid. The hotel may provide evidence for a higher claim.

## 5. Withdrawal by the Hotel



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5.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period, the hotel is entitled to withdraw from the contract during this period if inquiries from other customers regarding the contractually reserved event spaces exist and the customer, upon inquiry by the hotel with a reasonable deadline, does not waive their right of withdrawal. This applies accordingly if an option has been granted and other requests are received, and the customer is not prepared to make a firm booking by a reasonable deadline.

5.2 If an agreed advance payment, or an advance payment or a security deposit demanded pursuant to No. 3.6 and/or No. 3.7 above, is not made, even after a reasonable grace period set by the hotel has expired, then the hotel is also entitled to withdraw from the contract.

5.3 The hotel is also entitled to extraordinary withdrawal from the contract for materially justifiable reasons, in particular if

- force majeure or other circumstances beyond the hotel's control render fulfilment of the contract impossible;
- events or spaces are reserved with culpably misleading or false information or concealment regarding essential facts, including the identity or solvency of the customer, or the purpose of the event;
- 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 such issues being attributable to the hotel's sphere of control or organization;
- the purpose of, or reason for, the event is illegal;
- there is a breach of No. 1.2 above.

5.4 If the hotel withdraws from the contract for a legitimate reason, the customer is not entitled to damages. If in the case of a withdrawal from the contract according to No. 5.2 or 5.3 above the hotel has a claim for damages from the customer, the hotel may apply a flat rate. Nos. 4.3 to 4.6 apply accordingly in such cases.

## 6. Changes to the Number of Participants or Duration of the Event

6.1 The hotel must be informed of an increase of more than 5% in the number of participants at least five working days before the start of the event. Such increases require the written consent of the hotel. The customer will be billed based on the actual number of participants, with a minimum of 95% of the agreed higher number of participants. If the actual number of participants is lower, the customer has the right to subtract additional expenses saved due to the reduced number of participants, for which they must provide evidence, from the price.



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6.2 The hotel must be informed of a decrease of more than 5% in the number of participants in good time, at least five working days before the start of the event. The customer will be billed based on the actual number of participants, with a minimum of 95% of the most recently agreed number of participants. No. 6.1 Sentence 3 applies accordingly.

6.3 If the number of participants decreases by more than 10%, the hotel may substitute other rooms for those booked, taking into account the difference in the room rate, unless such substitution is unreasonable.

6.4 If the agreed start or end times of the event change, and if the hotel agrees to such changes, the hotel may bill appropriately for the additional service times, unless the hotel is at fault.

### 7. Own Food and Beverages

The customer is generally prohibited from bringing food and beverages to events. Exceptions require the written consent of the hotel. In such cases, an appropriate fee will be applied to cover overheads.

### 8. Technical Equipment, Connectors and Other Material

8.1 Insofar as the hotel procures technical equipment, connectors or other material from third parties on behalf of the customer at their request, it acts in the name of the customer, as its authorised representative, and for the customer's account. The customer is liable for the careful use and proper return of such equipment. They release the hotel from claims from third parties relating to such transfers.

8.2 The hotel must consent to the use of the customer's own electrical equipment with its electricity supply. The customer is liable for any faults or damage to the hotel's technical equipment due to the use of such devices, insofar as the hotel is not at fault. The hotel may measure and bill for the resulting electricity consumption at a flat rate.

8.3 The customer may use their own telephone, fax and communications equipment, with the consent of the hotel. The hotel may apply a connection fee.

8.4 The customer must secure the necessary official permission for the event in good time and at their own expense. They must comply with the applicable statutory requirements and other regulations.



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8.5 The customer must comply with the relevant copyright requirements (e.g. with regard to music, film screenings or streaming services) and must independently complete the required paperwork and make necessary payments to the applicable institutions (e.g. GEMA).

8.6 Faults in technical and other equipment provided by the hotel will be remedied immediately. Payment may not be withheld or reduced, insofar as such issues are not the fault of the hotel.

### 9. Loss of, or Damage to, Items Brought to the Hotel

9.1 Displayed and other items, including personal items, brought to the hotel are left in the hotel and event spaces at the customer's own risk. The hotel does not accept any liability for the loss or destruction of, or damage to, such items, including financial losses, except in the case of gross negligence or intent on the part of the hotel. This does not apply to harm inflicted on life, limb and physical health. This exemption from liability also does not apply in cases where safekeeping is a typical contractual obligation due to the individual circumstances.

9.2 Decorations and other items brought to the hotel by the customer must be used in accordance with fire safety and other regulations. The hotel may request official confirmation of such compliance. If such evidence is not provided, the hotel may remove material brought to the hotel at the customer's expense. The installation of items brought to the hotel must be agreed with the hotel in advance to avoid damage.

9.3 Displayed and other items brought to the hotel must be removed immediately after the event. If the customer does not remove such items, the hotel may remove and store them at the customer's expense. If such items are left in the event room, the hotel may bill an appropriate fee for the period in which it is unable to use the room.

### 10. Liability of the Customer for Damage



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10.1 Insofar as the customer is an entrepreneur, they are liable for all damage to the building or inventory caused by themselves, participants at an event, visitors, employees, or other third parties under their responsibility.

10.2 The hotel is entitled to require a reasonable security deposit, such as a credit card guarantee, from the customer.

### 11. Final Provisions

11.1 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 are invalid.

11.2 If the customer is a businessperson or legal entity under public law, then the sole place of jurisdiction is Berlin. However, the hotel may choose to sue the customer at the place of their registered office. The same applies to customers not covered by Sentence 1 if their registered office or residence is not in a member state of the EU.

11.3 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 is excluded.

11.4 The English translation of these terms and conditions is for information purposes only. In case of a dispute, only the original German version is legally binding.

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