

GENERAL TERMS AND CONDITIONS OF THE MEININGER HOTELS AS AT 2010-03-09

**I. SCOPE**

1. These General Terms and Conditions apply for the Hotel Accommodation Contract (comprises and replaces the following terms: lodging contract, Customer reception contract, hotel contract, rooms contract, hotel room contract; hereinafter referred to as "Contract") as well as all other services and supplies rendered to the Customer (comprises and replaces the following terms: Guest, Ordering Party, Renter, Tour Operator, Agent) by the MEININGER Hotels (hereinafter referred to as "Hotel") with the following trade names:

**Headquarters:**

MEININGER Shared Services GmbH  
Schoeneberger Strasse 15, 10963 Berlin, Germany

**Hotel Berlin Central Station:**

MEININGER Berlin Hauptbahnhof GmbH  
Schoeneberger Strasse 15, 10963 Berlin, Germany

**Hotel Berlin Mitte:**

„MEININGER“ Oranienburger Straße GmbH  
Schoeneberger Strasse 15, 10963 Berlin, Germany

**Hotel Berlin Prenzlauer Berg:**

MEININGER 10 City Hostel Berlin Mitte GmbH  
Hallesches Ufer 30, 10963 Berlin, Germany

**Hotel Berlin Hallesches Ufer:**

MEININGER 12 City Hostel & Hotel  
Kan, Rokbani & Gechter GbR  
Hallesches Ufer 30, 10963 Berlin, Germany

**Hotel Berlin Tempelhofer Ufer:**

MEININGER 14 City Hostel & Hotel  
Kan, Rokbani & Gechter GbR  
Tempelhofer Ufer 10, 10963 Berlin, Germany

**Hotel Berlin Airport BBI:**

MEININGER Airport Hotels BBI GmbH  
Schoeneberger Strasse 15, 10963 Berlin, Germany

**Hotel Frankfurt/Main Convention Center:**

MEININGER 10 Frankfurt GmbH  
Schoeneberger Strasse 15, 10963 Berlin, Germany

**Hotel Hamburg City Center:**

MEININGER 10 Hamburg GmbH  
Hallesches Ufer 30, 10963 Berlin, Germany

**Hotel Cologne City Center:**

MEININGER 10 City Hostel Köln GmbH  
Schoeneberger Strasse 15, 10963 Berlin, Germany

**Hotel Munich City Center:**

MEININGER 10 Hostel & Reisevermittlungs GmbH  
Schoeneberger Strasse 15, 10963 Berlin, Germany

**Hotel London Hyde Park:**

MEININGER Limited, Baden Powell House  
65-67 Queens Gate, SW7 5JS London, Great Britain

**Hotel Vienna City Center:**

MEININGER Hostels & Hotels GmbH  
Columbusgasse 16, 1100 Vienna, Austria

**Hotel Vienna Downtown:**

MEININGER Wien GmbH  
Am Heumarkt 7/14, 1030 Vienna, Austria

**Hotel Salzburg Kapuzinerberg:**

MEININGER Hotelerrichtungs GmbH  
Am Heumarkt 7/14, 1030 Vienna, Austria

2. Deviating terms, also to the extent included in the General Terms and Conditions of the Customer, shall not apply unless expressly approved by the Hotel in writing.

## II. CONCLUSION OF THE CONTRACT

1. Upon the Customer's request for a reservation, a Contract is brought about by the Hotel's corresponding confirmation of the reservation.
2. Contractual partners are the Hotel and the Customer. If a third party has made the reservation on behalf of the Customer, this party shall be liable vis-à-vis the Hotel jointly and severally with the Customer for all obligations resulting from the Contract if the Hotel is in possession of a corresponding declaration given by the third party. Independent therefrom, any Ordering Party is obliged to pass on all booking related information to the Customer, in particular the present General Terms and Conditions.
3. Sub- and re-leasing of rooms as well as their usage for purposes other than accommodation require the prior written consent of the Hotel.
4. Bookings can only be done by contractually capable people.
5. Adherence to the most up-to-date version of the House Rules is stipulated in this contract. These can be downloaded from the website of the Hotel ([www.meininger-hotels.com](http://www.meininger-hotels.com)) or requested at the hotel.

## III. SERVICES, PRICES, PAYMENT

1. The Hotel is obliged to have the booked rooms available according to the present General Terms and Conditions and to fulfil the services agreed upon.
2. The Hotel is by virtue of important reasons fully entitled to accommodate the Customer in another hotel with comparable standards and services for the price agreed without recourse if the accommodation in the booked hotel is not possible.
3. The Customer is obliged to pay the prices applying to or agreed on for the provision of accommodation and additional services the Customer has made use of, respectively booked. This also applies to services and expenses of the Hotel vis-à-vis third parties incurred for performances rendered upon the Customer's request.
4. The prices agreed include the applicable statutory Value Added Tax.
5. In case the period between the conclusion and performance of the Contract exceeds four months, and if the prices usually charged by the Hotel for such services have increased in the meantime, the Hotel may increase the contractually agreed price accordingly, but, by no more than 10 per cent maximum. In this case, the Customer is entitled to revoke the Contract.
6. The prices may also be changed by the Hotel if the Customer subsequently wants to change the number of the booked rooms, the service of the Hotel or the duration of the Customer's stay and the Hotel gives its consent thereto.
7. The Hotel is entitled to request, on the conclusion of the Contract or later, a reasonable advance payment or security deposit in the form of a credit card guarantee. The amount of the advance payment and its due date may be agreed upon in the Contract, in writing.
8. In reasonable cases, e.g. if the Customer is in arrears with the Hotel's payments, the Hotel is entitled to request an advance payment or security deposit respectively the increase of the contractual advance payment or security deposit up to the full agreed payment, also after the conclusion of the Contract.
9. The total amount, less potential deposits, as detailed in an itemised bill, is due upon arrival unless otherwise arranged beforehand.
10. Moreover, the Hotel is entitled to call and declare as due claims accruing during the Customer's stay by issuing an interim invoice and requesting immediate payment.
11. For groups of 12 or more, a deposit in the amount of 10 per cent of the total booking price is due four weeks after receipt of booking confirmation unless otherwise arranged beforehand. The remaining amount is due until the previous day of arrival without any payment reminder on the part of the Hotel, unless otherwise arranged beforehand. This does not apply for group bookings made on short notice within eight weeks of arrival; in such cases, the bill must be paid in full immediately upon receipt of booking confirmation.
12. The Hotel accepts assumptions of costs only for an amount of 500.00 EUR respectively 500.00 GBP at maximum per stay and only declared by companies or institutions based in Germany, Austria and Great Britain. For security reasons, the Hotel requires a security deposit in the form of a credit card guarantee. This does not apply to bookings of government agencies and public institutions. Assumptions of costs are solely valid for accommodation costs as well as for breakfast and parking, if applicable. An invoice will be issued to the address stated on the declaration form, after the stay of the guest. Only fully completed forms of the Hotel with the company's respective agency's/institution's stamp will be accepted. The Hotel reserves the right to decline declarations of assumption of costs in particular cases.
13. Separate confirmations for visa requests will be only issued after a full prepayment of the total booking amount. Normally, the service is made by fax to the accordant embassy. For this service a fee in the amount of 10.00 EUR, or respectively 10.00 GBP applies, which is payable together with the prepayment and which is not refundable under any circumstances even if the visa request should be refused by the embassies, consulates or visa processing agencies concerned.
14. Upon receipt, invoices issued by the Hotel shall become payable immediately without deduction. The Customer shall be in default at the latest upon failure to pay within 14 days after the receipt of an invoice. In the case of default of payment, the Hotel is entitled to charge consumers interests in the amount of 5 per cent above the base rate. For business transactions, the default interest rate is 8 per cent above the base rate. The Hotel reserves the right to prove a higher damage. For each dunning letter sent after default occurs, the Hotel may charge a reminder fee of 5.00 EUR respectively 5.00 GBP.
15. The Customer shall be entitled to a set-off or a reduction respectively to exercise the right of retention as against a claim of the Hotel with only undisputed or unappeasable legally binding claims.

## IV. REVOCATION BY THE CUSTOMER (CANCELLATION) / FAILURE TO TAKE ADVANTAGE OF SERVICES BOOKED (NON-ARRIVAL / "NO SHOW")

1. The Hotel grants to the Customer the right to revoke the Contract at any time. In this respect, the following provisions shall apply:
  - 1.1. Individual bookings for up to 11 persons: can be cancelled free of charge until 6 p.m. on the day of arrival. In case of a short-termed cancellation after 6 p.m. on the day of arrival or in case of no show, the Hotel is entitled to reasonable compensation. The lump sum to be paid in cases of revocation is 90 per cent of the contractually agreed price for the first overnight accommodation.
  - 1.2. Bookings for groups of 12 or more: Any cancellations are permitted free of charge up to 60 days before the expected day of arrival for groups on the basis of multi bed rooms; respectively 45 days before the expected day of arrival for groups on the basis of single and double rooms. For cancellations made after this deadline, the following cancellation fees apply; these fees also apply for bookings made within this term:

- a) For cancellations made 59 to 30 days respectively 44 to 30 days before expected arrival, 30 per cent of the agreed-upon total price will be due.
- b) For cancellations made 29 to 10 days before expected arrival, 50 per cent of the agreed-upon total price will be due.
- c) For cancellations made 9 to 1 day(s) before expected arrival, 80 per cent of the agreed-upon total price will be due.
- d) Customers who either cancel on the day of their expected arrival or simply do not show up will be charged 90 per cent of the agreed-upon total price in full.

Above cancellation conditions also apply if the number of persons is reduced at least 10 per cent within this period of time. A reduction of less than 10 per cent is free of charge until 1 day prior to arrival.

- 1.3. Booked meals can be cancelled free of charge until 8 days prior to arrival. Thereafter, a cancellation fee of 100 per cent of the agreed-upon total price applies.
2. The Customer is free to prove that the Hotel did not suffer any damage, or that the damage incurred to the Hotel amounts to less than the lump-sum revocation compensation claimed.
3. The above provisions on the compensation shall apply if no other regulations have been declared in the Contract (e.g. for bookings during special dates)
4. A withdrawal of the Contract entered with the Hotel, has to be submitted in writing. The cancellation is not, however, valid without the written affirmation of the Hotel. Failing that, the original price stipulated in the Contract must be paid in full even if the Customer fails to take advantage of the services stipulated in the contract.

#### V. REVOCATION BY THE HOTEL

1. In case an advance payment agreed or stipulated in clause III Paragraph 7, 8 and 11 is not performed within a period prescribed for this purpose, the Hotel is entitled to revoke the Contract.
2. Moreover, the Hotel shall be entitled to extraordinary revocation of the Contract for good cause, in particular, if
  - force majeure or other circumstances which do not fall under the scope of responsibility of the Hotel make it impossible to perform the Contract;
  - misleading or incorrect statements of material facts have been used in booking rooms, for example, with respect to the person of the Customer, or the purpose;
  - the Hotel has justified reason to assume that in case the Customer makes use of the Hotel's services the smooth business operations, safety, or reputation of the Hotel in the public may be impeded, without such matters being attributable to the Hotel's power of control or organisation;
  - an infringement of clause II Paragraph 3 or 4, clause VI Paragraph 4 or 8 to 10 exists;
  - the Hotel has gained knowledge that the financial situation of the Customer has considerably worsened after conclusion of contract, in particular if the Customer does not pay for due claims of the Hotel or does not provide sufficient security and as a result payment claims of the Hotel appear to be endangered;
  - the Customer has filed an application for the opening of insolvency proceedings, made an affidavit according to Sec. 807 of the German Code of Civil Procedure, initiated extra-judicial proceedings for the settlement of debts or suspended its payments;
  - insolvency proceedings are opened on the assets of the Customer or the opening of the same is rejected for lack of assets or any other reasons.
3. The Hotel is obliged to inform the Customer of the exercising of the revocation right in writing without delay.
4. In the above cases of revocation the Customer is not entitled to compensation for damage.

#### VI. ARRIVAL AND DEPARTURE, OTHER REGULATIONS FOR THE HOTEL STAY

1. The Customer is not entitled to the provision of certain specific rooms unless the Hotel has confirmed the provision of these specific rooms in writing.
2. For groups of 12 or more staying in multi bed rooms, the Hotel will distribute the room allocation.
3. Booked rooms shall be available at the Customer's disposal from 3.00 p.m. on the agreed date of arrival. The Customer shall not be entitled to an earlier provision.
4. Booked rooms shall be taken by the Customer on the agreed date of arrival by 6.00 p.m. at the latest. Unless a later time of arrival has been guaranteed by prepayment or credit card, the Hotel has the right to place the booked rooms with other Customers after 6.00 p.m., without the contractual party being able to claim any compensation as a result thereof. In so far, the Hotel is entitled to revocation.
5. On the agreed date of departure, the rooms shall be vacated and at the Hotel's free disposal by 10.00 a.m. at the latest. Thereafter, the Hotel may charge for use exceeding the contractual time, beyond the damage incurred to it thereby, 100 per cent of the full applicable daily room rate (list price). The Customer is free to prove vis-à-vis the Hotel that no damage or a considerably lower damage has been incurred to the Hotel. If late departure has been pre-booked, the departure time extends to 13.00 p.m.
6. For groups of 12 or more, the Hotel must be provided with a list of the full names and dates of birth of all group members no later than upon arrival.
7. If the actual number of Customers exceeds the number booked and expected, accommodation is not guaranteed for these additional group members.
8. Customers under the age of 18 are not allowed to sleep in dormitories. In private rooms minor people have to be accompanied by a full aged person or show a letter of agreement of a legal guardian including a copy of his or her ID card. This rule does not apply for group travellers accompanied by a major person which is authorised by a legal guardian.
9. In dormitories, a maximum length of stay of 14 nights applies within one month.
10. Only Customers staying in private rooms may bring domestic animals and large medical devices with them. The Hotel reserves the right to decline the accommodation of animals in particular cases. Animals intended to be accommodated have to be announced to the Hotel prior to arrival. In London, animals are completely forbidden under all circumstances.
11. When both accommodation and breakfast have been booked, breakfast will be served on the morning following each overnight stay. When room and half- or full-board have been booked, the first meal served will be dinner on the day of arrival, unless otherwise arranged beforehand. Meal times will be discussed and determined upon arrival at the latest.

#### **VII. LIABILITY OF THE HOTEL, LIMITATION**

1. The Customer is liable for all inventory losses and damages caused by misuse, carelessness or negligence. Should the guilty individual not come forward or be discovered, the group as a whole will be held liable. Upon the arrival of a group, the hotel retains the right to collect a security deposit in the amount of 10.00 EUR respectively 10.00 GBP per person, though not exceeding a total of 500.00 EUR respectively 500.00 GBP for the group. Upon departure, this deposit will be reimbursed in full so long as no damage to hotel property has been caused by the group. Damages that are at higher costs than the security deposit, have to be paid on the spot.
2. If any interference with the performance of any obligation or if defects in the services of the Hotel occur, the Hotel will, on immediate complaint of the customer, endeavour to remedy the same. If the Customer fails culpably to notify a defect to the Hotel, this shall not result in a right to reduce the contractually agreed remuneration.
3. The Hotel is liable for all damage arising to the Customer's properties as well as from the injury to life and limb according to the statutory provisions.
4. The Hotel shall be liable for any other damage caused by slight negligence only if such damage results from the violation of a material contractual obligation or a cardinal duty in a way that endangers the purpose of the Contract. In these cases liability shall be limited to the damage typically foreseeable for such type of contract.
5. The foregoing limitations of liability shall apply for any claims for damages, irrespective of their legal basis including claims arising from tort. Aforementioned limitations of liability shall also apply in cases of any claims for damages of a Customer against employees or vicarious agents of the Hotel. They do not apply in the cases of liability for a defect after a guarantee for the quality of an object or a work was given, or in cases of fraudulently concealed defects or injury to persons.
6. If the Customer is – even against payment – provided with a parking space in the garage or the car-park of the Hotel, this shall not constitute the conclusion of a contract of bailment deposit. The Hotel shall not have any surveillance obligations for the vehicles. If vehicles or the contents of vehicles parked or otherwise situated on the Hotel premises are lost or damaged, the Hotel shall be not liable unless the Hotel, its legal representatives or its vicarious agents have caused such damage by wilful intent or gross negligence. In this case, the damage must be claimed vis-à-vis the Hotel on departure from the Hotel at the latest.
7. Wake-up services shall be performed by the Hotel with the greatest care. Claims for damages shall be excluded except in cases of gross negligence or wilful intent.
8. The Hotel treats with care messages, mail and consignment of goods for the Customers. The Hotel shall ensure delivery, storage and, upon request and against payment forwarding of the same as well as of found items upon inquiry. The delivery address may differ from the Hotel's or Company's address. Claims for damages are excluded, except in cases of gross negligence or wilful intent. The Hotel is entitled to hand over the aforementioned objects to the local lost property office after a storage period of one month at the latest and charging a reasonable fee.
9. The Customer's claims for damages shall fall under the statute of limitations two years at the latest from the time the Customer obtains knowledge of the damage, or, irrespective of this knowledge, three years at the latest after the damaging event. This shall not apply to the liability for damages arising from the injury to life or limb as well as for any other damage based on a breach of duty through wilful intent or gross negligence on the part of the Hotel, a legal representative or a vicarious agent of the Hotel.

#### **VIII. FINAL PROVISIONS**

1. Changes or amendments to the Contract, in the acceptance of the offer or to these General Terms and Conditions shall be made in writing. Unilateral changes or modifications on the part of the customer shall be invalid.
2. Place of performance and payment shall be the registered office of the Hotel.
3. Exclusive place of jurisdiction in the business transactions – also in the case of disputed cheques and bills of exchange – shall be the registered office of the Hotel, or upon the Hotel's request, Berlin. To the extent a contractual partner does not have a general place of jurisdiction within the territory of the Federal Republic of Germany, the place of jurisdiction shall be the registered office of the Hotel. However, the Hotel is also entitled to institute complaints and other legal proceedings also at the general place of jurisdiction of the Customer.
4. Depending on the location of the Hotel, bookings are liable to the law of the Federal Republic of Germany, of the Austrian Republic or of the United Kingdom of Great Britain and Northern Ireland. The Uniform Law on the International Sale of Goods and the Conflicts of Law do not apply and may not be applied.
5. Should individual provisions of these General Terms and Conditions for the Hotel Accommodation Contract be or become invalid or void, the validity of the remaining provisions shall not be affected thereby. Moreover the statutory provisions shall apply.