



General Terms & Conditions for Hotel Accommodation

I. Area of applicability

1. These General Terms and Conditions apply for contracts regarding the leasing of Hotel rooms for accommodation and/or offices, as well as all other services and deliveries of the Hotel performed for the Customers.
2. These General Terms and Conditions apply exclusively. General terms and conditions of the Customer opposed to, differing from or in addition to them are not recognised by the Hotel, unless the Hotel has agreed to their validity expressly in writing. The General Terms and Conditions therefore also apply if the Hotel carries out the services unreservedly for the Customer in knowledge of the Customer's terms and conditions.

II. Conclusion of contract

1. The contract first comes into force through the acceptance of the application from the Customer with acknowledgement of confirmation by the Hotel.
2. The subletting of the rooms leased, as well as their use for purposes other than accommodation requires the prior consent of the Hotel.
3. If a third party carries out the booking for the Customer, he is liable vis-à-vis the Hotel as orderer together with the Customer as joint and several debtor.

III. Services, Prices, Payment, Offsetting

1. The Hotel is obligated to have ready the rooms booked by the Customer and to perform the agreed services.
2. The Customer is obligated to pay the applicable or respectively agreed price of the Hotel for the lease of the room and the further services claimed by him. This also applies for services and expenses of the Hotel to third parties arranged by the Customer.
3. The Hotel can make his consent to a subsequent reduction in the number of booked rooms, the service by the Hotel or the duration of the Customer's stay dependent on an increase in the price for the room/s and/or for the other services of the Hotel. An amendment agreement requires the written form.
4. The agreed prices include the particular statutory value-added tax. Should the sales tax applicable to the contracted services increase or decrease after the conclusion of the contract, the price shall be adjusted with a separate agreement. If the period between the conclusion of contract and the fulfilment of the contract according to the contract agreements exceeds four months, and if the price calculated by the Hotel generally for such services increases, the Hotel can increase the contractually agreed price appropriately, but by 5 % at the most. The Hotel is entitled to increase the prices if local taxes (culture tax, health resort tax on visitors, etc.) for the accommodation are increased. The increase in price is limited to the costs of the abovementioned taxes.
5. The invoices from the Hotel are due immediately upon receipt of the invoice without any deduction on payment, insofar as no other payment conditions are expressly agreed. The Hotel is entitled to make accrued claims payable at any time and to request immediate payment. In the case of default on payment, the Hotel is entitled to request default interest amounting to 10% above the base rate for companies, and 5% above the base rate for consumers. The Hotel reserves the right to prove higher damages.
6. The Hotel is entitled to request a suitable advance payment or deposit in the form of a credit card guarantee or similar from the Customer upon conclusion of the contract. If an advance payment is not made within the agreed period, the Hotel can rescind the contract and request compensation for damages.
7. In justified cases (e.g. overdue payments of the Customer or extension of the scope of the contract), the Hotel is entitled to request an increase of the advance payment agreed in the contract or an increased deposit amounting to the accommodation costs to be expected.
8. The Hotel is further entitled to request from the Customer an appropriate advance payment or a deposit at the beginning of and during the stay, insofar as such a payment has not already been paid in accordance with the above provisions.
9. The Customer can only offset or reduce a claim by the Hotel with an undisputed or legally valid claim.

IV. Provision of rooms, handing over of rooms and return of rooms

1. The Customer acquires no claim to a particular room, insofar as this has not been expressly agreed in text form.
2. Booked rooms are provided to the Customer from 15:00 on the day of arrival. The Customer has no claim to earlier provision of a room. Guests who arrive before 15:00 can move into their room as early as possible, according to availability.
3. On the agreed day of departure, the rooms are to be returned vacated to the Hotel by 12:00 at the latest. After this time the Hotel can charge 50 % of the agreed room price for the additional use of the room up to 18:00, and 100 % from 18:00. The Hotel reserves the right to make possible further claims for compensation for damages.

V. Not calling up the services of the Hotel, rescission by the Customer (counter order, cancellation)

1. The rescission by the Customer of the accommodation contract requires the prior written agreement of the Hotel. Without the agreement of the Hotel, the Customer is obligated, in the case of rooms not claimed, to pay 90% of the contractually agreed price for overnight stays with or without breakfast. The Customer is free to provide evidence that the abovementioned claim has not arisen or has not arisen to the amount claimed.
2. Provided that a date for rescission of the contract free of costs has been agreed between the Hotel and the Customer, the Customer can rescind the contract up to that time without producing claims for payment or compensation for damages from the Hotel. The Customer's right of rescission expires if he does not exercise his right of rescission vis-à-vis the Hotel up to the agreed date.
3. Services through third parties or special services (e.g. cakes, flowers, etc.) which become useless as a result of cancellation are to be paid by the Customer in full.

VI. Rescission by the Hotel

1. Provided that a right of rescission of the Customer free of costs within a particular period has been agreed, the Hotel is likewise entitled to rescind from the contract in this period.
2. If an agreed advance payment of payments requested on the basis of these General Terms and Conditions is not paid on the due date, the Hotel is likewise entitled to rescind the contract. Moreover, the Hotel can claim compensation for damages from the Customer.
3. The Hotel is entitled to rescind the contract with immediate effect if, for example
 - force majeure and other circumstances which the Hotel is not responsible for make the fulfilment of the contract impossible;
 - rooms and premises are culpably booked under misleading or false statements regarding facts material to the contract, e.g. the identity of the Customer or the purpose of the stay;
 - the Hotel has justified reason to assume that the claim to Hotel services can put at risk the smooth operation of business, security or the public reputation of the Hotel, without this being attributable to the Hotel's sphere of responsibility;
 - the purpose or respectively the reason of the stay is illegal;
 - there is a breach of II. 2. of these General Terms and Conditions;
 - the Hotel is closed.

VII. Liability of the Hotel

1. The Hotel is liable for its obligations arising from the contract. Claims by the Customer for compensation for damages are excluded. Damages arising from injury to life, body or health if the Hotel is responsible for the breach of obligation, other damages which are based on an intentional or grossly negligent breach of obligation by the Hotel and damages which are based on an intentional or negligent breach of duties typical to the contract by the Hotel are excluded from this. There is breach of duty by the Hotel if it is committed by its legal representatives or persons assisting in the performances of obligations. Should there be disruptions or faults in the services of the Hotel, the Hotel

DG Steinplatz Hotelgesellschaft mbH
Amtsgericht Charlottenburg – HRB 143445B – UID 272489839
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Geschäftsführer: Dr. Hans Karl Fischer



shall endeavour to find a remedy from the time it knows of the disruption or fault or upon being informed immediately by the Customer. The Customer is obligated to contribute what is reasonable to remove the disruption and to keep possible damages as low as possible.

2. The Hotel is liable for things brought in according to the statutory provisions. Money, bonds and valuables can be kept safe in the Hotel safe in accordance with the agreement on holding valuables up to a highest value of 25,000 €. The Hotel recommends that this opportunity is used.
3. Insofar as the Customer is provided with a parking place in the Hotel garage or at a Hotel parking place - also for payment - no contract of safe custody comes into effect as a result. In the case of loss or damage to the Hotel property by parked or shunted vehicles and their contents, the Hotel is not liable except in the case of intent or gross negligence. For the exclusion of the claims for compensation for damages by the Customer, the provisions of VII 1 of these General Terms and Conditions apply accordingly.
4. Wake-up calls shall be carried out by the Hotel with the greatest care. Messages, post and shipment of goods for the guests shall be treated with care. The Hotel takes over the delivery, safekeeping and – on request – the forwarding of the same against payment. VII 1 of these General Terms and Conditions apply accordingly for the exclusion of the Customer's claim for compensation for damages.
5. All claims against the Hotel prescribe fundamentally in one year from the beginning of the regular prescription period of § 199 Para. 1 BGB [German Civil Code] dependent on knowledge. Claims for compensation for damages prescribe irrespective of knowledge in five years from the time of the damaging event. The prescription period is not shortened in the case of claims based on an intentional or grossly negligent breach of obligation by the Hotel or its persons assisting in the performance of obligations, or injury to life, body or health.

VIII. Final provisions

1. Changes or additions to these General Terms and Conditions for accommodation at the Hotel am Steinplatz require the written form. This also applies for the annulment of this requirement of written form. Unilateral changes or additions by the Customer are ineffective.
2. The place of performance and payment is Berlin.
3. The exclusive court of jurisdiction – also for disputes concerning cheques and bills of exchange – is Berlin for business dealings. If a Contract Partner satisfies the requirements of § 38 Para. 2 ZPO [German code of civil procedure] and has no general court of jurisdiction domestically, Berlin is the place of jurisdiction.
4. German law applies exclusively. The UN CISG and law of conflicts do not apply.
5. There is a strict smoking ban in the entire Hotel and its rooms, as well as public spaces. If this is breached, the Hotel is entitled to claim a contract penalty amounting to € 500.00.

Should individual provisions of these General Terms and Conditions be or become ineffective or void for the Hotel stay, the effectiveness of the remaining provisions shall not be affected by this. Apart from this the statutory provisions apply.

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