

## I. SCOPE OF APPLICATION

a) These Terms and Conditions apply to contracts for the rental of hotel rooms for accommodation as well as all other services and deliveries provided by Schulz Hotels GmbH for the customer in this context. The term "contract" includes and replaces the following terms: hotel accommodation, guest accommodation, lodging, hotel and hotel room contract. The term "customer" is used uniformly for guest, customer, tenant, organizer, agent, etc. These Terms and Conditions apply to services and deliveries of Schulz Hotels GmbH under the following names:

These Terms and Conditions apply to the operating company:

KGR Schulz Hotel Berlin 1 GmbH Hohenzollerndamm  
3, 10717 Berlin, Germany

and its permanent establishment:

Schulz Hotel Berlin Eastside Gallery  
Stralauer Platz 36, 10243 Berlin, Germany

whereby "Schulz Hotel GmbH" refers in the following to the respective operating company or permanent establishment acting as contractual partner.

b) The customer's terms and conditions of business shall only apply if this has been previously agreed in writing; furthermore, the present Terms and Conditions shall apply exclusively.

c) The subletting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, require the prior written consent of the respective Schulz Hotel GmbH.

## II. CONTRACT CONCLUSION, CONTRACTUAL PARTNER

a) The contract is concluded upon acceptance of the customer's request by Schulz Hotel GmbH. The acceptance takes place via a booking confirmation of the hotel. The booking confirmation can be made in text form. If payment or authorisation of the payment method fails when booking through the hotel's website ([www.SchulzHotels.com](http://www.SchulzHotels.com)), no booking will be made. In this case, a contract is not concluded.

b) The contractual partners are Schulz Hotel GmbH and the customer. If a third party registers the hotel booking on behalf of the customer, the third party and the customer are jointly and severally liable to the hotel for the obligations arising from the contract, insofar as a corresponding declaration of the third party is available to the hotel. Irrespective of this, the third party is obliged to pass on to the customer all contract-relevant information and Terms and Conditions.

c) Bookings may only be made by persons with unlimited legal capacity.

4. If a customer makes several bookings for individual travellers in accordance with Section IV, paragraph 1.1 for the same period, although it would also be possible to book a group trip in accordance with Section IV, paragraph 1.2, Schulz Hotel GmbH is free to combine the bookings as a group booking and to treat them in accordance with the corresponding rules.

5. The current version of the House Rules are also an integral part of the contract. The House Rules can be downloaded from the Schulz Hotel GmbH website ([www.SchulzHotels.com](http://www.SchulzHotels.com)) and can be viewed there or at the hotel.

### III. SERVICES, PRICES, PAYMENT, SET-OFF, FEES

- a) Schulz Hotel GmbH is obliged to keep the rooms booked by the customer ready and to provide the agreed services.
- b) If an important reason exists, in particular if accommodation in the reserved hotel is not possible, Schulz Hotel GmbH is entitled to accommodate the customer at the booked price in another hotel with comparable facilities and services, without this giving rise to claims against the hotel.
- c) The customer is obliged to pay the agreed or valid prices of Schulz Hotel GmbH for the provision of rooms and the additional services booked or used by him. This shall also apply to services and expenditure of Schulz Hotel GmbH to third parties arranged for the customer.
- d) Schulz Hotel GmbH does not accept 500 Euro notes or payments by cheque to fulfil the customer's payment obligation.
- e) The agreed prices include the taxes and local charges applicable at the time the contract is concluded. If the value added tax or local taxes increase, Schulz Hotel GmbH is entitled to adjust the contractually agreed price in the amount of the increase.  
The same applies to the introduction or increase of taxes and duties directly related to the overnight stay.
- f) Since 01 January 2014 an overnight tax (City Tax) of 5% on the overnight price is levied in Berlin. Persons who travel for professional reasons are excluded from this tax. The same applies to school and class trips approved by the school management and which comply with the implementation regulations for school events defined by the Berlin Senate Administration for Education, Youth and Science. Schulz Hotel GmbH has to be presented with a corresponding proof. Otherwise, the City Tax will be charged.
- g) Prices may also be changed by Schulz Hotel GmbH if the customer subsequently wishes to change the number or category of booked rooms, beds, other services of Schulz Hotel GmbH or the length of stay and Schulz Hotel GmbH agrees to the changes.
- h) Schulz Hotel GmbH is entitled to demand an appropriate advance payment or security upon conclusion of the contract. The amount of the advance payment, the type of security and the payment dates can be contractually agreed in written form.
- i) In justified cases, e.g. if the customer is in arrears with payment or if the scope of the contract is extended, Schulz Hotel GmbH shall be entitled, even after conclusion of the contract, to demand an advance payment or provision of security within the meaning of Section 8 above or an increase in the contractually agreed advance payment or provision of security up to the amount of the agreed remuneration.
- j) The customer may only offset or reduce a claim of Schulz Hotels GmbH with an undisputed or legally established claim.
- k) Unless otherwise agreed, the total price less any advance payments already made must be paid at the latest on arrival during check-in.
- l) Furthermore, Schulz Hotel GmbH is entitled to demand an appropriate advance payment or security from the customer at the beginning and during the stay for existing or future claims from the contract, insofar as such has not already been made in accordance with the previous paragraphs.
- m) In the event of return debits, any bank charges and costs incurred shall be reimbursed to Schulz Hotel GmbH by the customer.

n) Unless agreed otherwise, groups according to Section IV, paragraph 1.2, shall make an initial advance payment of 10 percent of the total booking price immediately after confirmation of the booking. The remaining amount is due in advance at the latest 8 weeks before arrival without any further request for payment on the part of Schulz Hotel GmbH, except where otherwise agreed. For short-term group bookings, the partial advance payment may be waived and the entire booking price shall be due in full as an advance payment immediately after confirmation of the booking.

o) Invoices of Schulz Hotel GmbH are due for payment immediately upon receipt by the customer without deduction. The customer is in default at the latest 14 days after receipt of an invoice, unless the payment has been effected. In the event of default in payment, Schulz Hotel GmbH shall be entitled to charge the applicable statutory default interest. Schulz Hotel GmbH reserves the right to prove higher damages. The hotel may also charge an appropriate reminder fee for each reminder after the occurrence of default.

#### **IV. WITHDRAWAL OF THE CUSTOMER (CANCELLATION), NON-UTILISATION OF BOOKED SERVICES OF SCHULZ HOTEL GMBH**

a) Schulz Hotel GmbH grants the customer a right of withdrawal under the following conditions:

a.1. Individual travellers:

a. Bookings in private rooms (single room, double room) either under 10 persons or under 5 room units are treated as individual travellers.

b. The following regulations regarding the withdrawal of the customer or non-utilisation of booked services apply subject to other contractual provisions. For special offers, the Hotel can set a different regulation upon booking.

c. Unless otherwise agreed, free cancellations are possible until 6 p.m. (local time of the hotel) on the day of arrival.

d. Notwithstanding the above provisions, bookings offered with the label "non-refundable" cannot be cancelled free of charge. A refund in case of cancellation is therefore not possible, the deduction for saved expenses is already taken into account in the price. These terms apply unless otherwise stated in the product offer.

e. If a booking has been made with the status "guaranteed booking" (hereinafter: guaranteed booking), a cancellation fee of 90 percent of the contractually agreed accommodation price of the first overnight stay will be charged in the event of cancellation after 6 p.m. on the day of arrival or non-utilisation of the service.

f. The customer shall be free to provide proof that the aforementioned claim did not arise or that it did not arise to the extent claimed.

g. For bookings via third parties (e.g. tour operators) the respective cancellation conditions shall apply.

a.2. Groups:

a) Bookings in private rooms (single room, double room) either from 5 room units or from 10 persons are recorded as group travellers on a "private room basis".

b) Bookings from 12 persons in a multi-bed room with or without an attendant room are recorded as group travellers on a "multi-bed room basis".

c) In the event of withdrawal after expiry of the corresponding periods, cancellation fees must be

paid in accordance with the following conditions. Decisive are the number of persons and the booked room categories in the booking process.

On the basis of a private room (SR   DR) <u>from 5 rooms or 10 guests</u>	On the basis of multi-bed rooms <u>from 12 guests</u>
Up to 45 days before arrival free of charge	Up to 90 days before arrival free of charge
30 to 44 days before arrival 30% of the agreed total booking price	60 to 89 days before arrival 30% of the agreed total booking price
14 to 29 days before arrival 50% of the agreed total booking price	30 to 59 days before arrival 50% of the agreed total booking price
1 to 13 days before arrival 80% of the agreed total booking price	1 to 29 days before arrival 80% of the agreed total booking price
In the event of cancellation on the day of arrival or non-utilisation of the service, 90% of the agreed total booking price will be invoiced or charged.	

- d. These periods also apply if the contract was only concluded within the respective cancellation period.
- e. Booked catering services can be cancelled free of charge up to 8 days before arrival. Thereafter, a cancellation fee of 100 percent of the agreed price will be charged.
- f. Schulz Hotel GmbH recommends that the customer take out travel cancellation insurance.
- g. The above provisions on cancellation periods and flat rates apply subject to other contractual provisions.
- h. The customer's right of withdrawal must be exercised in writing, e.g. by e-mail, fax or letter.

## 2. Declaration of revocation

The right of revocation, unless the parties have agreed otherwise, applies not in the following contracts:

- a) provision of services in the field of accommodation for purposes other than habitation, food and drink, and other services regarding leisure activities, if the contract requires the provision of services for a specific date or period.

If, for certain bookings, there is nevertheless a voluntary possibility of cancellation, this will be indicated transparently in the respective product description or in our general terms and conditions.

## V. WITHDRAWAL OF THE HOTEL

- a. If there is an agreement that the customer can withdraw from the contract free of charge within a certain period, then Schulz Hotel GmbH is entitled to withdraw from the contract within the same period, if requests from other customers for the contractually booked room are received and the customer does not waive his right of withdrawal upon request of Schulz Hotel GmbH by setting a reasonable deadline.
- b. If an advance payment or provision of security agreed or demanded in accordance with Section III paragraph 8, 9 and 1 2 is not made even after a reasonable period of grace set by Schulz Hotel GmbH has elapsed, Schulz Hotel GmbH shall be entitled to withdraw from the contract.

c. Furthermore, Schulz Hotel GmbH is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, in particular in the event that

- force majeure or other circumstances for which Schulz Hotel GmbH is not responsible make it impossible to fulfil the contract;

- the rooms cannot be released due to an official order;

- rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose of the stay;

- Schulz Hotel GmbH has reasonable grounds to assume that the use of the hotel services may endanger smooth business operations, security or public reputation of Schulz Hotel GmbH, without this being attributable to the management or organisation of Schulz Hotel GmbH;

d. If the booked room is not available, Schulz Hotel GmbH reserves the right to book the customer into another hotel within the same city, taking into account the standard of the room originally booked, and to inform the customer in a timely manner. In this case, the customer shall be entitled to withdraw from the contract free of charge.

e. The customer is not entitled to damages in the event of a justified cancellation by Schulz Hotel GmbH.

## **VI. AVAILABILITY, HANDOVER AND RETURN OF ROOMS, OTHER PROVISIONS RELATING TO THE STAY IN THE HOTEL**

1. The customer does not acquire any entitlement to the provision of particular rooms, unless Schulz Hotel GmbH has confirmed the provision of selected rooms in writing.

2. For group bookings based on multi-bed rooms, Schulz Hotel GmbH shall determine the room allocation.

3. Booked rooms are available to the customer from 3 p.m. on the agreed day of arrival. The customer has no claim to an earlier provision.

4. Booked rooms shall be occupied by the customer by 06:00 pm at the latest on the arrival day (check-in). If there is no guaranteed booking which was ensured through a prepayment or security, Schulz Hotel GmbH has the right to otherwise allocate the rooms after 06:00 pm, without this giving rise to claims of compensation by the customer. With regard to the claim for remuneration of Schulz Hotel GmbH, the provisions of the previous Section IV shall apply.

5. On the agreed day of departure, the rooms must be vacated and made available to Schulz Hotel GmbH by

- 11.00 a.m. for individual travellers

- 10.00 a.m. for groups.

In the event of a late departure booked in advance, the time of return of the vacated room on the day of departure will be extended to 14.00 hrs. If the room is returned at a later time, Schulz Hotel GmbH may charge 100 percent of the full accommodation price (valid online price at [www. SchulzHotels.com](http://www.SchulzHotels.com)) as usage fee if the room is returned after 6 p.m. on the day of departure. If the room is returned between 2 p.m. and 6 p.m., 50% of the full valid accommodation price will be charged as usage fee. Contractual claims of the customer shall not be established hereby. The customer is at liberty to prove that Schulz Hotel GmbH incurred no claim or a much lesser claim to

usage damages.

6. For groups of 12 or more persons in multi-bed rooms, a list of all participants with their full name, date of birth and gender must be handed over to Schulz Hotel GmbH before the booked room(s) is/are handed over.

7. Guests are not entitled to accommodation if the total number of persons arriving exceeds the contractually agreed number of persons.

8. Persons under 18 years of age are not allowed to stay overnight in the dormitory (dorm), which can be booked individually by different guests. Minors may only stay in private rooms if accompanied by at least one legal guardian or with the consent of a legal guardian, including a copy of the identity card of the respective person. Group travellers accompanied by an adult person authorized by a parent or guardian are excluded from this regulation.

9. Animals must always be registered in advance with the Schulz Hotel GmbH. The accommodation of animals may be refused in individual cases. Animals or noisy large medical equipment can only be accommodated in private rooms. Animals are not allowed in the dining rooms.

10. Schulz Hotel GmbH offers each guest a maximum of 14 nights in a dormitory within four weeks. A longer stay may be refused by Schulz Hotel GmbH.

11. If a breakfast is booked, it will be served to the customer after the overnight stay. If half or full board is booked, dinner will be served as the first meal on the day of arrival. Deviating agreements may be made. Meal times will be agreed with Schulz Hotel GmbH at the latest on arrival of the customer or group.

## **VII. LIABILITY AND LIMITATION PERIOD**

1. The customer is liable for deliberately or negligently caused inventory damage or gross contamination. In the case of a group booking in a multi-bed room, the person(s) who have made the group booking are jointly and severally liable for damage in the multi-bed room if the person who has caused the damage cannot be determined with reasonable effort.

2. Schulz Hotel GmbH shall be liable for its obligations under this contract with the diligence of a prudent businessman. Customer claims for compensation are excluded. This does not apply to damages resulting from injury to life, body or health, freedom and sexual self-determination if the hotel is responsible for the breach of duty, other damages based on an intentional or grossly negligent breach of duty by Schulz Hotel GmbH and damages based on an intentional or grossly negligent breach of typical contractual duties of the hotel. A breach of duty by Schulz Hotel GmbH is equal to that of a statutory representative or a vicarious agent. Further claims for damages are excluded, unless otherwise agreed below.

3. Schulz Hotel GmbH reserves the right to demand a deposit of up to EUR 500.00 per booking on arrival or during the stay, which will be refunded on departure, provided that Schulz Hotel GmbH has not been able to detect any damage or gross contamination caused by the customer or the group. Damage or costs for the removal of coarse impurities that exceed the amount of the deposit must be paid directly on site or will be invoiced subsequently if Schulz Hotel GmbH is charged for costs for e.g. fire brigade or other rescue operations by third parties. The latter also applies to damage and coarse impurities, which are only discovered after the departure of the customer or the group.

4. Smoking is strictly prohibited in all areas of the hotel. In the event of a violation, Schulz Hotel GmbH will charge a fee of EUR 300.00. The same applies to the manipulation of smoke alarms or the unauthorized opening of emergency doors. Schulz Hotel GmbH reserves the right to claim higher damages if, for example, it is charged for a fire brigade mission or if fire damage to the hotel property caused by unauthorized smoking has occurred.

5. Schulz Hotel GmbH shall be liable for items brought in by the customer in accordance with the statutory provisions of §§ 701 ff. BGB (German Civil Code) up to the amount of EUR 3,500.00. For money, securities and valuables it shall be liable up to the amount of EUR 800.00.

6. Insofar as 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 exchanged. In the event of loss or damage to motor vehicles (or their contents) parked or manoeuvred on the hotel property, Schulz Hotel GmbH

shall only be liable in accordance with the above paragraph 2). In this case, the damage must be claimed from Schulz Hotel GmbH at the latest when leaving the hotel property.

7. Messages, mail and goods for customers will be handled with care. Schulz Hotel GmbH takes over the delivery, storage and - on request - the forwarding of the same as well as the forwarding of found items for a fee if requested. Schulz Hotel GmbH is entitled to hand over the aforementioned items to the local lost and found office after a storage period of one month at the latest, subject to a reasonable charge.

8. The customer's claims for damages shall become statute-barred no later than two years after the time at which the customer becomes aware of the damage or, irrespective of this knowledge, no later than three years after the time of the damaging event. Excluded from this is the liability of Schulz Hotel GmbH for damages from injury to life, body or health as well as for other damages which are based on an intentional and grossly negligent breach of duty by Schulz Hotel GmbH, a legal representative or vicarious agent of the hotel. The statutory limitation period shall apply here.

9. The improper use of rooms, beds and galleries are strictly prohibited. Schulz Hotel GmbH accepts no liability for damage or injury caused by improper use of bunk beds, stairs in the galleries or the galleries themselves.

10. Proper attire is required in the public areas of the hotel. This includes wearing shoes, tops and bottoms. Visitors over age 12 are prohibited from wearing costumes and masks (except on medical grounds). Schulz Hotels reserves the right, at any time and at our sole discretion, to escort out of the hotel area any persons wearing clothing that may disturb other visitors or to charge a sum of 300 Euro from the guest.

#### **VIII. FINAL PROVISIONS, DISPUTE RESOLUTION, PLACE OF JURISDICTION**

1. Amendments or supplements to the contract, the acceptance of the application or these Terms and Conditions shall be made in text form. Unilateral changes or additions by the customer are invalid.

2. Place of performance and payment is the registered office of Schulz Hotel GmbH.

3. Information in accordance with § 36 VS BG (German Consumer Dispute Resolution Act) on participation in consumer arbitration proceedings:

We voluntarily participate in the consumer arbitration proceedings. Responsible body: Allgemeine Verbraucherschlichtungsstelle des Zentrums für Schlichtung e.V.

Straßburger Str. 8, 77694 Kehl

Phone: +49 7851 7957940

Fax: +49 7851 7957941

Internet: [www.verbraucher-schlichter.de](http://www.verbraucher-schlichter.de) E-

mail: [mail@verbraucher-schlichter.de](mailto:mail@verbraucher-schlichter.de)

This arbitration body is a "general consumer arbitration body" in accordance with § 4 paragraph 2 sentence 2 VS BG.

4. Information on Online Dispute Resolution

In addition to the possibility of contacting us directly and resolving disputes in this way, the European Commission has provided, in accordance with Art. 14 (1) ODR Regulation, a platform for online dispute resolution under the following link: [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)

5. The exclusive place of jurisdiction - also for cheques and bills of exchange disputes - is Berlin. If a contractual partner has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of Schulz Hotel GmbH under company law.

6. German law shall apply.

7. Should individual provisions of these Terms and Conditions for Hotel Accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. Otherwise, the statutory provisions apply.

8. Schulz Hotel GmbH distances itself in every respect from discrimination, radicalism, violence and xenophobia.