

## General Terms and Conditions of Madison Hotel GmbH

### § 1 Area of Application

- 1) The present General Terms and Conditions shall apply to any agreements that are concluded with Madison Hotel GmbH, Hamburg. In individual cases other terms and conditions which have been negotiated and specified in writing shall take priority.

### § 2 Contract Conclusion, Contracting Parties, Liability, Statutory Limitation

- 1) Conclusion of the agreement shall oblige the contracting parties to fulfillment. If the party placing the order is at the same time the organizer or user and places an order for the former or one of them, then the party placing the order shall be liable as the client if the third party for whom the order has been placed fails to confirm the order in writing. Legal provisions shall apply in the event of delay and/or impossibility unless otherwise indicated in these General Terms and Conditions or individual agreements.
- 2) The hotel shall be responsible for its obligations arising out of the present agreement. In areas that are not typical for performance liability shall be limited to intent and gross negligence on the part of the hotel.
- 3) The period of limitation shall amount to six months for any customer claims.
- 4) This limitation of liability and the short period of limitation shall apply to the benefit of the hotel even in the case of violation of any obligations during contract preparation and positive violation of contractual duty.

### § 3 Prices, Payment, Set-off

- 1) The prices agreed for the services of Madison Hotel GmbH shall include the respective legally valid value added tax. If the value added tax included in the prices are increased through legal provisions, then the hotel shall be entitled to adjust the agreed prices accordingly without previous and separate agreement on the part of the customer.
- 2) Madison Hotel GmbH shall be authorized to carry out an appropriate retroactive increase of the contractually agreed price – maximum 10% – if more than four months have elapsed between contract conclusion and performance of a contract and the price generally charged by Madison Hotel GmbH for such services has increased by at least the same amount.
- 3) Furthermore, prices may be changed by Madison Hotel GmbH if the customer subsequently wishes to change the number of booked rooms, the hotel services or the length of stay of the guests and the hotel agrees.
- 4) Madison Hotel GmbH shall be authorized both upon conclusion of the contract and thereafter to require payment in advance and an appropriate security. A total amount of at least 50% of the agreed service price shall be considered as appropriate.
- 5) If the contracting party does not have a domicile and/or principal place of business within Germany, then Madison Hotel GmbH may in any case require at least a security in the full amount of the price.
- 6) Accounts receivable by Madison Hotel GmbH shall be payable without deduction within ten days of receipt of the invoice; four weeks after service has been performed by Madison Hotel GmbH at the latest.
- 7) Advance payments and securities shall be payable four weeks at the latest prior to the agreed start of the services rendered by Madison Hotel GmbH.

If the sum of payment demands not yet due to Madison Hotel GmbH for services already rendered exceeds an amount of EUR 250.00 or if services are employed for a period which exceeds one week, then Madison Hotel GmbH shall be authorized to make accumulated amounts due by way of intermediate invoices.

Each Madison Hotel GmbH invoice shall be immediately paid in cash and without deduction of any discounts whatsoever upon its submission. In the event of delay of payment of even only one invoice amount the hotel shall be authorized to cancel any existing contracts and to cease any further and future service for the customer; the same shall also apply to advance deliveries or payments.

The contracting party shall not have a right of retention for payment demands due to the hotel. The contracting party may set off his or her own demands for payment against those of the hotel only insofar as they are undisputed or legally enforceable.

Reference to any absorption of costs vis-à-vis Madison Hotel GmbH shall require verification in written form.

### § 4 Cancellation by the Customer

- 1) Cancellation and/or modification of the original reservation of hotel rooms and evening accommodations shall be free of charge for the guest and/or the party placing the order only if the following deadlines are complied with:

Cancellation regular	of 1 to 3 rooms	up to 24 hours prior to the date of arrival
	of 4 to 8 rooms	up to 7 days prior to the date of arrival
	of 9 to 14 rooms	up to 4 weeks prior to the date of arrival
	of more than 14 rooms	up to 6 weeks prior to the date of arrival
cancellation group while high season	of 1 to 2 rooms	up to 3 days prior to the date of arrival
	of 3 to 5 rooms	up to 7 days prior to the date of arrival
	of 6 to 8 rooms	up to 2 weeks prior to the date of arrival
	of 9 to 14 rooms	up to 4 weeks prior to the date of arrival
	of more than 14 rooms	up to 6 weeks prior to the date of arrival

The valid legal provisions shall apply for cancellation by the contracting party due to culpable violation of duty by Madison Hotel GmbH.

- 2) If either of the contracting parties desires to withdraw from the present agreement either in part or as a whole after it has been concluded, then in all other respects this shall as a rule require the written consent of the respective other contracting party for cancellation of the agreement.
- 3) Should Madison Hotel GmbH not agree to the desired partial or complete rescission of contract by one of the contracting parties and the contracting party

nevertheless declares its unwillingness to take advantage of the agreed services, Madison Hotel GmbH shall remain entitled to demand the agreed remuneration.

- 4) However, Madison Hotel GmbH shall take the amount saved as a result of the unclaimed service(s) into consideration.
- 5) A blanket amount of 20% of the agreed price of the respective service shall be considered as the amount of the expenditures saved, whereas it is up to the contracting parties to prove any substantially deviating amount.
- 6) Moreover, Madison Hotel GmbH shall take any benefit which it acquires as a result of other use of its service(s) into account. In this regard Madison Hotel GmbH shall be obliged to put the service(s) on offer again in the usual manner within the scope of its entire range of products and services; however, Madison Hotel GmbH may negotiate its other services in the first instance.

#### **§ 5 Cancellation by the Hotel**

- 1) By agreeing on an option the contracting party shall acquire the right to priority booking for the agreed optional service(s) vis-à-vis third parties for the period of the option.
- 2) Should third parties inquire about the optional service(s), then Madison Hotel GmbH may then request that the contracting party place a binding order for the optional service(s).
- 3) The optional right shall expire if the contracting party then fails to place an immediate binding order for the optional service(s).
- 4) Furthermore, Madison Hotel GmbH shall be authorized to cancel the agreement without notice for objectively justified reasons; for example, if
  - > force majeure or any other circumstances which make performance of the contract impossible and for which the hotel may not be held responsible,
  - > rooms are booked under misleading or incorrect provision of essential information, e.g. with regard to the intended use or the identity of the contracting party or guest,
  - > Madison Hotel GmbH has justified cause to assume recourse to the hotel service(s) may put the smooth operation of business, the security or the public reputation of Madison Hotel GmbH at risk.

#### **§ 6 Provision of Rooms, Delivery, Return**

- 1) Rooms are let exclusively for the purpose of providing accommodations and exclusively to the contracting party or the guest. Neither the guest nor the contracting party shall be permitted to pass on rooms to any other persons or to use the rooms for purposes other accommodations without the prior written consent of Madison Hotel GmbH. Refusal of such permission shall not serve as grounds for cancellation.
- 2) The contracting party and/or the guest shall neither acquire a claim to provision of a particular room and nor have a say with regard to allocation of the other hotel rooms and premises.
- 3) Reserved rooms shall be made available starting at 2:00 p.m. on the agreed date of arrival. The contracting party and/or guest shall not have a right to earlier availability unless the rooms are reserved with the preceding day included.
- 4) Rooms shall be made available at 12:00 noon at the latest on the agreed day of departure. Afterwards, the hotel may charge 50% of the full price of the respective accommodations (list price) beyond any damage incurred for additional use of the room up to 6:00 p.m. and 100% as of 6:00 p.m.

#### **§ 7 Hotel Liability**

- 1) Items and materials which are to be left in areas accessible to contracting parties and in the event facilities of the hotel shall not be considered as having been deposited if they have not been expressly accepted into the care of a person entitled to do so.
- 2) Objects of value such as a jewelry, fur coats and money must be deposited at the reception desk. The hotel shall accept liability for the loss of objects of value such as jewelry, fur coats and money only in cases in which a separate contract of deposit has been concluded for this purpose is and only in accordance with the stipulations of such a contract.
- 3) The extent of the hotel's liability for deposited items shall in any case be limited except in the case of intent or gross negligence to a maximum of EUR 3,000.00. The hotel shall not be held liable objects of value that have not been deposited for safekeeping.
- 4) Orders for waking calls are carried out by the hotel with the greatest of care. Any claims to compensation for damages except due to gross negligence or intent shall be excluded.
- 5) Messages, mail and consignments of goods for guests are treated with care. The hotel takes over the delivery, storage and if desired forwarding of the same for a fee. Any claims to compensation for damages except due to gross negligence or intent shall be excluded.

#### **§ 8 Final Provisions**

- 1) Any amendments or modifications to the present agreement, acceptance proposal or these General Terms and Conditions for hotel admission shall be made in writing. Unilateral amendments or modifications made by the customer shall be ineffective.
- 2) The place of payment and performance shall be the principal place of business of Madison Hotel GmbH.
- 3) The exclusive place of jurisdiction for commercial transactions, in particular also in the case of disputes involving checks and/or bills of exchange shall be the principal place of business of Madison Hotel GmbH. In all other respects the principal place of business of Madison Hotel GmbH shall be the exclusive place of jurisdiction within the limits of Section 40 of the German Code of Civil Procedure [ZPO] if the customer does not have a general place of jurisdiction in Germany or the customer's domicile or customary place of residence has been moved abroad or is unknown at the time that action is brought.
- 4) The law prevailing in the Federal Republic of Germany shall apply.
- 5) Should one or more of the aforementioned provisions of these General Terms and Conditions be invalid in part or as a whole or subsequently prove to be incapable of being implemented, then the validity of the remaining provisions shall not be affected.

#### **Information on Data Protection**

We hereby draw reference to the fact that Madison Hotel GmbH stores any information that is collected in the normal course of business. Such information is gathered, processed and used for implementation of the respective contractual relationship.

Moreover, we use your name, your address and, if required, your e-mail address in order to provide you with interesting information about our range of products and services.

Of course we shall refrain from doing so should you object to this use of your data.

The strict confidentiality of all personal data is a top priority for Madison Hotel GmbH.

