

## TERMS AND CONDITIONS – GERMANY

### I. SCOPE

- I.1** These terms and conditions apply to contracts for the letting of hotel rooms for accommodation and all other customer-related activities and services provided by the respective Frasers Hospitality Group hotel in Germany (“**hotel**”) that is referred to in the respective contract to customers, unless otherwise notified by the hotel to the customer, and the hotels and their respective operators are as follows:
- I.1.1** Capri by Fraser Berlin, which is operated by Frasers Hospitality Berlin GmbH, Scharrenstraße 22, 10178 Berlin, Germany, registered in the commercial register under HRB 180540;
- I.1.2** Capri by Fraser Frankfurt, which is operated by Frasers Hospitality Frankfurt GmbH, Europa-Allee 42, 60327 Frankfurt, Germany, registered in the commercial register under HRB 100989;
- I.1.3** Capri by Fraser Leipzig, which is operated by Frasers Hospitality Leipzig GmbH, Brühl 76, 04109 Leipzig, Germany, registered in the commercial register under HRB 33616; and
- I.1.4** Fraser Suites Hamburg, which is operated by Frasers Hospitality Hamburg GmbH, Rödingsmarkt 2, 20459 Hamburg, Germany, registered in the commercial register under HRB 151245.
- I.2** Sub-contracting or sub-letting of rooms (or spaces or cabinets), together with their use for any purposes other than accommodation, require the prior written approval of the hotel, whereby Article 540 paragraph 1 clause 2 of the German Civil Code (“**BGB**”) will be waived in so far as the customer is not a consumer.
- I.3** The customer’s terms and conditions shall apply only if these are previously expressly agreed in writing.
- I.4** For the purpose of these terms and conditions, a customer shall be understood as a consumer or an entrepreneur for the purposes of Articles 13 and 14 of the BGB.

### 2. CONTRACT, PARTIES AND LIMITATIONS

- 2.1** The hotel and the customer are the contracting parties. The contract shall come into force upon the hotel’s acceptance of the customer’s offer. At its discretion, the hotel may confirm the room reservation in writing.
- 2.2** If a third party makes the reservation for the customer (for example, an online booking agent), it is liable to the hotel as the booking party together with the customer as joint debtor in so far as is permitted by law.
- 2.3** Claims made by the customer and/or the third party against the hotel shall lapse one (1) year after their commencement pursuant to the limitation period set out in Article 199 paragraph 1 of the BGB regardless of whether or not knowledge of them is received. In the event of material and financial damages caused by negligence, these limitation restrictions shall not apply in cases where a fundamental contractual duty has been breached.

### **3. SERVICES, PRICES, PAYMENT AND SET-OFF**

- 3.1** The hotel is obliged to make available the rooms that the customer has reserved and to provide the services that have been agreed unless otherwise set out in these terms and conditions.
- 3.2** The customer is obliged to pay the agreed or applicable hotel prices for use of the hotel room and any other services he has made use of. This also applies to services ordered by the customer directly or via the hotel, which a third party provides and the hotel disburses. The agreed prices shall be understood to include taxes and local duties at the rates applicable at the time the contract was agreed. This does not include local duties, such as visitors' tax, which, in accordance with the respective local legislation, the customer is liable to pay personally. In the event of an increase, subsequent to the contract, in the statutory rate of turnover tax or the new introduction, alteration or repeal of local taxes or duties relating to the subject of the agreement, then the contractually agreed price may also be increased proportionately. In cases of contracts with consumers, this shall only apply if the period between the agreement of the contract and its fulfilment exceed four (4) months.
- 3.3** The hotel may increase the room rate or the cost of other hotel services when determining whether or to what extent to concur with customer's wishes for a reduction in the number of rooms or hotel services and/or the length of period booked by the customer. For example (and by way of illustration only), if the customer books a room for thirty (30) nights at a long stay rate of EUR200 per night and seeks to reduce their reservation period to fifteen (15) nights, then the hotel may in its absolute discretion as a condition of agreeing to the customer's request increase the rate from the long stay rate of EUR200 per night to the short stay rate of EUR300 per night for the entire reservation period of fifteen (15) nights.
- 3.4** The hotel's invoice is payable immediately by the customer without any deduction or set-off upon receipt of the invoice unless other payment terms are expressly agreed by the parties in writing. The statutory rules concerning the consequences of default of payment apply. The hotel reserves the right to prove greater damages. If payment is delayed, the hotel is entitled to claim interest. The hotel may also charge the customer a fee of EUR5.00 for every reminder on payment arrears that it sends to the customer.
- 3.5** When the contract is agreed, or subsequently in accordance with the legal regulations governing package holidays, the hotel is entitled to request an appropriate advance payment, security deposit or credit card guarantee. The amount of any such security and the payment deadlines may be agreed in writing in the contract. The statutory rules concerning the consequences of default of payment apply.
- 3.6** The hotel may also make a "pre-authorisation" (a temporary hold) of the customer's credit or debit card up to the full amount of the reservation upon the customer's arrival as security for the charges that may be incurred during their stay. The release of this pre-authorisation depends on the card issuer exclusively and the hotel shall not have any liability or responsibility for any delay in this regard.
- 3.7** If the hotel cannot provide the customer with the rooms and services booked by the customer, then the hotel shall arrange for alternative rooms and services of an equivalent standard.
- 3.8** Invoices are issued in Euros. In the event of payment with foreign currency, the exchange rate differences and bank charges are to be borne by the party obligated to pay.

- 3.9** Items that are left behind will be sent on only upon request and may incur further charges for the customer. The hotel retains items left behind for six months. After six months, such items are taken to the local lost property office. The hotel shall not be liable to the customer by reason of any storage, sending or disposal of such items.

#### **4. CUSTOMER – WITHDRAWAL, CANCELLATION AND “NO-SHOW”**

- 4.1** The customer’s withdrawal from a contract agreed with the hotel is only possible if such right of withdrawal is expressly agreed in the contract, if a statutory right of withdrawal applies, or if the hotel expressly agrees to the withdrawal of the contract. The agreement of a right to withdrawal and any such agreement to the cancellation of the contract should each be submitted in writing.
- 4.2** In so far as the hotel and customer have agreed upon a date for a withdrawal from the contract at no cost, the customer may withdraw from the contract up to that date without incurring payment claims by the hotel. The customer’s right of withdrawal shall expire if he does not exercise his right of withdrawal with the hotel by the agreed date. Services performed or to be performed by third parties or special services (e.g. flowers upon arrival) the cost of which have already been incurred by the hotel are to be paid for by the customer.
- 4.3** If the customer wishes to cancel its reservation, then for stays of:
- 4.3.1** Fewer than or equal to twenty-seven (27) nights, the customer must notify the hotel at the latest by 14:00pm local hotel time on the day before the specific arrival date. In the event that the customer fails to notify the hotel by this time, then the customer must pay a cancellation fee of 90% of the total contractually agreed rate for the entire reservation period plus any other non-refundable extras; and
- 4.3.2** Twenty-eight (28) nights or more, the customer must notify the hotel at the latest by 14:00pm local hotel time seven (7) days before the specific arrival date. In the event that the customer fails to notify the hotel by this time, then the customer must pay a cancellation fee of 90% of the total contractually agreed rate for the entire reservation period plus any other non-refundable extras.

However, the hotel reserves the right to alter or amend its cancellation policy upon notice to the customer via the booking confirmation.

- 4.4** If a contractual right of withdrawal was not agreed or has expired, a statutory right of withdrawal or cancellation is not given and the hotel does not give its consent to the cancellation of the contract the agreed hotel services shall be paid regardless of whether the customer avails himself of the contractual services.
- 4.5** In so far as the hotel calculates its actual losses, the maximum amount of compensation shall equal the contractually agreed price of the services to be supplied by the hotel less the value of the expenditure saved by the hotel together with the amount that the hotel acquires through the alternative use of the hotel’s services. The compensation regulations shall apply accordingly if the customer does not claim the room or services he has reserved without informing the hotel of this in good time (no-show).

## **5. HOTEL – WITHDRAWAL**

- 5.1** In so far as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, the hotel is entitled for its part to withdraw from the contract during this period of time.
- 5.2** The hotel is entitled to effect extraordinary withdrawal from the contract for a materially justifiable cause, in particular if (without limitation):
- 5.2.1** force majeure or other circumstances beyond the hotel's control render the fulfilment of the contract impossible;
  - 5.2.2** rooms or spaces are reserved with culpably misleading or false information or concealment regarding essential facts; the identity or solvency of the customer or the purpose of his stay can constitute essential facts;
  - 5.2.3** the hotel has justified cause to believe that the customer's use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
  - 5.2.4** the purpose or the cause of the stay is illegal;
  - 5.2.5** the hotel is closed;
  - 5.2.6** proper accommodation and/or proper facilities for an event are not guaranteed because the hotel is being renovated; and
  - 5.2.7** there is a breach of clause 1.2.
- 5.3** If an advance payment or security deposit or credit card guarantee is not made within the agreed period set out in clause 3, the hotel may withdraw from the contract and claim compensation for damages.
- 5.4** The justified withdrawal by the hotel (examples of which are contained in this clause 5) constitutes no claims for damages for the customer.

## **6. ROOM AVAILABILITY, DELIVERY AND RETURN**

- 6.1** Unless otherwise expressly agreed in writing, the customer has no right to demand the provision of specific rooms.
- 6.2** Rooms are available from 14.00pm local hotel time on the specified arrival date. An earlier arrival time may subject to availability be possible upon request and at an additional charge as notified by the hotel to the customer.
- 6.3** Rooms must be vacated by 11:00am local hotel time on the day of departure. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 50% of the full accommodation rate (list price) for the additional use of the room until 15:00pm, 75% of the full accommodation rate (list price) for the additional use of the room between 15:01pm and 17:59pm, and 100% of the full accommodation rate (list price) for the additional use of the room after 18:00pm. Contractual claims of the customer shall not be established hereby. The customer is at liberty to prove that the hotel has no or a

much lower claim for charges for use of the room. Possible further claims for compensation for damages by the hotel are reserved.

## **7. LIABILITY OF THE HOTEL**

- 7.1** The hotel is required to carry out its contractual duties with the diligence of a prudent businessperson. All claims by the customer for compensation for damages are excluded to the extent permitted by law, other than liability which arises from the hotel's negligence. If the hotel breaches these terms and conditions for reasons within its control it shall only be liable for losses that are direct losses and are a reasonably foreseeable consequence of such breach.
- 7.2** If any faults or shortcomings arise in the services provided by the hotel, the hotel will exercise reasonable endeavours to correct this if the customer has brought these to its attention or made his objections promptly known. The customer is obliged to exercise its best endeavours to rectify any fault or minimise any possible loss or damage, and to bring any faults or damage immediately to the hotel's attention.
- 7.3** The hotel is liable to the customer for property brought into the hotel in accordance with the BGB. The hotel expressly recommends the use of the hotel or room safe by the customer. If the customer wishes to bring with him money, securities, stocks, bonds or valuables with a value of more than 800 EUR or other things with a value of more than 3500 EUR, a separate safekeeping agreement is required.
- 7.4** 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 exchanged.
- 7.5** Claims by the customer against the hotel expire after a year from knowledge of the facts upon which that claim is based. Claims for compensation for damages expire after 5 years whether or not knowledge of them is received. This shortening of the statutory periods of prescription does not apply in the case of culpable death, injury to body or in the case of liability under the product liability law.

## **8. LIABILITY OF THE CUSTOMER**

If the customer causes damage or loss of any kind to the hotel, other guests or their property, the customer will be responsible for that damage or loss and shall be liable to pay to the hotel on demand the amount required to make good or remedy such damage or loss.

## **9. GROUP RESERVATIONS**

A reservation of ten rooms or more is considered a group booking, although the hotel may vary this from time to time. Additional terms and conditions apply to group bookings, and the hotel may require the customer to pay a deposit to secure the rooms and/or require prepayment in full in advance of the stay.

## **10. OTHER**

- 10.1** Any oral agreements or side agreements whatsoever affecting these terms and conditions are invalid unless made in writing, except where a different intent of the Parties has clearly been expressed. The same applies to changes and amendments as well as the cancellation of these terms and conditions or the written form requirement.

- 10.2** The place of fulfilment and payment is the registered office of the hotel. The place where the hotel has its registered office is the exclusive jurisdiction for commercial issues. Provided that a party to the contract has fulfilled the requirements of § 38 para. 2 ZPO (German Code of Civil Procedure) and has no general jurisdiction at in the country, the jurisdiction of the hotel's registered office applies.
- 10.3** The hotel keeps customers' personal data safe and secure. Full details about how the hotel uses personal data are set out in the hotel's privacy policy, a copy of which is available at <https://www.frasersproperty.com/privacy-policy>.
- 10.4** The contract is governed by and shall be construed in accordance with German law.
- 10.5** The UN Convention on the International Sale of Goods does not apply.
- 10.6** Should individual provisions of these general terms and conditions be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.

*These terms and conditions have been issued in English and German,  
but only the German version is binding.*