



THE FLORIS
Your Place to Bloom.

GENERAL TERMS AND CONDITIONS FOR THE HOTEL ACCOMMODATION CONTRACT (AGBH 8.1)

1 SCOPE OF APPLICATION

1.1 These General Terms and Conditions apply to contracts for the rental of hotel rooms for accommodation purposes, as well as to all other services and supplies provided by the Hotel to the Customer in connection therewith (Hotel Accommodation Contract). They do not apply to package travel arrangements within the meaning of Section 651a of the German Civil Code (BGB).

The term "Hotel Accommodation Contract" encompasses and replaces the following terms: accommodation contract, guest accommodation contract, hotel contract and hotel room contract.

1.2 The subletting or further letting of the rooms provided, as well as their use for purposes other than accommodation, shall require the Hotel's prior consent in text form. The right of termination pursuant to Section 540 (1), sentence 2 of the German Civil Code (BGB) is excluded to this extent.

THE FLORIS reserves the right to prohibit political events from being held on its premises. Pursuant to Sections 903 and 903a of the German Civil Code (BGB) and the relevant case law of the German Federal Court of Justice (BGH), the Hotel may exercise its right to determine who may use its premises in order to maintain peace and order and to ensure the proper operation of the Hotel.

Accordingly, political gatherings, meetings or similar activities involving political content or discussions are prohibited without the express prior approval of Hotel Management. This provision serves to protect the privacy of our guests and to maintain a pleasant atmosphere within the Hotel.

1.3 The Customer's general terms and conditions shall apply only if this has been expressly agreed in text form.

2 CONTRACT CONCLUSION, CONTRACTING PARTIES

The contracting parties are the Hotel and the Customer. The contract shall be concluded upon the Hotel's acceptance of the Customer's request. In the event of a booking made via the Hotel's own booking platform on its website, the contract shall be concluded by clicking the button "YES, BOOK WITH OBLIGATION TO PAY".

3 SERVICES, PRICES, PAYMENT, SET-OFF

3.1 The Hotel shall be obliged to make available the rooms booked by the Customer and to provide the agreed services.

3.2 The Customer is obliged to pay the hotel's agreed or applicable rates for the accommodation and any additional services used by the Customer. This also applies to services provided by third parties that are commissioned either directly by the Customer or through the Hotel and paid for by the Hotel on the Customer's behalf.

3.3 The agreed prices include the taxes and local charges applicable at the time the contract is concluded. They do not include local charges payable directly by the guest under the applicable municipal regulations, such as a tourist tax.

If the statutory VAT rate is changed, or if local charges relating to the services are introduced, amended or abolished after the contract has been concluded, the prices shall be adjusted accordingly. In contracts with consumers, this shall apply only if the period between the conclusion of the contract and the performance of the contract exceeds four months.

3.4 If payment by invoice has been agreed, payment shall, unless otherwise agreed, be made without deduction within ten days of receipt of the invoice.

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3.5 The Hotel shall be entitled to require the Customer, upon conclusion of the contract, to make a reasonable advance payment or provide security, for example in the form of a credit card guarantee. The amount of the advance payment and the payment dates may be agreed in text form in the contract. In the event of late payment by the Customer, the statutory provisions shall apply.

3.6 In justified cases, for example in the event of payment arrears on the part of the Customer or an extension of the scope of the contract, the Hotel shall be entitled, even after conclusion of the contract and up to the commencement of the stay, to require an advance payment or security deposit as referred to in Section 3.5 above, or to increase the advance payment or security

deposit agreed in the contract up to the full agreed remuneration.

3.7 The Hotel shall also be entitled, at the beginning of and during the stay, to request from the Customer a reasonable advance payment or security deposit within the meaning of Section 3.5 above in respect of existing and future claims arising from the contract, insofar as such payment or security deposit has not already been provided pursuant to Section 3.5 and/or Section 3.6 above.

3.8 The Customer may only set off or offset claims against claims of the Hotel if the Customer's claims are undisputed or have been finally adjudicated.

3.9 The Customer agrees that the invoice may be sent to them electronically.

4 WITHDRAWAL/CANCELLATION BY THE CUSTOMER / NON-UTILISATION OF THE HOTEL'S SERVICES ("NO-SHOW")

4.1 The Customer may only unilaterally withdraw from the contract concluded with the Hotel if a right of withdrawal has been expressly agreed in the contract or if the Customer has a statutory right of withdrawal or termination.

4.2 If the Hotel and the Customer have agreed on a deadline up to which the Customer may withdraw from the contract free of charge, the Customer may withdraw from the contract until that deadline without triggering any payment or claims for damages on the part of the Hotel. The Customer's right of withdrawal shall lapse if the Customer does not exercise it vis-à-vis the Hotel in text form by the agreed deadline.

4.3 If no right of withdrawal has been agreed, or if such right has already expired, and there is also no statutory right of withdrawal or termination, the

Hotel shall remain entitled to the agreed remuneration even if the services are not used. The Hotel shall deduct any income generated from the rooms being rented to other guests, as well as any expenses saved as a result of the cancellation.

If the rooms are not rented to other guests, the Hotel may calculate the deduction for saved expenses as a lump sum. In this case, the Customer shall be obliged to pay 90% of the contractually agreed price for accommodation with or without breakfast and for package arrangements including third-party services, 70% for half-board arrangements and 60% for full-board arrangements.

The Customer shall be entitled to provide evidence that the claim has been reduced or that no loss has been incurred.

5 HOTEL'S RIGHT OF WITHDRAWAL

5.1 If the Customer has been granted the right to withdraw from the contract free of charge within a specified period, the Hotel shall likewise be entitled to withdraw from the contract during this period if other customers have made enquiries regarding the rooms contractually booked by the Customer and the Customer, upon request by the Hotel and subject to a reasonable deadline, does not waive their right to withdraw.

The same shall apply where an option has been granted if other enquiries are received and the Customer, upon request by the Hotel and subject to a reasonable deadline, is not prepared to make a firm booking.

5.2 If an advance payment or security deposit agreed or requested pursuant to Sections 3.5 and/or 3.6 is not paid even after the expiry of a reasonable grace period set by the Hotel, the Hotel shall likewise be entitled to withdraw from the contract.

5.3 Furthermore, the Hotel shall be entitled to withdraw extraordinarily from the contract for objectively justified reasons, in particular if force majeure or other circumstances for which the Hotel is not responsible make the performance of the contract impossible:

- rooms or accommodation are booked with culpably misleading or false information or by withholding material facts; material facts may include the identity of the customer, the customer's ability to pay, or the purpose of the stay;
- the Hotel has reasonable grounds to believe that the use of its services may jeopardise the smooth operation of the Hotel, its security or its reputation in the public sphere, provided that this is not attributable to the Hotel's sphere of responsibility or organisation;
- the purpose or reason for the stay is unlawful;
- there is a breach of the provision set out above in Section 1.2.

5.4 The Hotel's justified withdrawal does not give rise to any claim for damages on the part of the Customer. If, in the event of a withdrawal pursuant to Sections 5.2 or 5.3 above, the Hotel has a claim for damages against the Customer, the Hotel may quantify such damages as a lump sum. Section 4.3 shall apply accordingly in this case.

6 ROOM PROVISION, CHECK-IN AND RETURN OF ROOMS

6.1 The Customer shall have no entitlement to the provision of a specific room unless this has been expressly agreed in text form.

6.2 Booked rooms shall be available to the Customer from 3:00 p.m. on the

agreed arrival date. The Customer shall have no right to earlier availability.

6.3 On the agreed departure date, rooms must be vacated and made available to the Hotel no later than 12:00 noon. In the event of late vacating of the room, the Hotel may charge 50% of the full accommodation rate (rate according to the applicable price list) for use beyond the agreed contractual period until 6:00 p.m., and 90% from 6:00 p.m. onwards. This shall not give rise to any contractual claims on the part of the Customer. The Customer shall be entitled to prove that the Hotel has incurred no claim for a usage fee or only a substantially lower claim.

7 LIABILITY OF THE HOTEL

7.1 The Hotel shall be liable for damage resulting from injury to life, body or health insofar as such damage is attributable to the Hotel. The Hotel shall also be liable for other damage resulting from an intentional or grossly negligent breach of duty by the Hotel, or from an intentional or negligent breach by the Hotel of obligations that are essential to the proper performance of the contract. Such essential contractual obligations are obligations whose fulfilment is necessary for the proper performance of the contract and on whose fulfilment the Customer may reasonably rely. A breach of duty by a legal representative or vicarious agent of the Hotel shall be deemed equivalent to a breach of duty by the Hotel itself.

Unless otherwise provided for in this Section 7, any further claims for damages shall be excluded.

Should any disruptions or deficiencies occur in the services provided by the Hotel, the Hotel shall, upon becoming aware of such disruptions or deficiencies or upon receiving an immediate complaint from the Customer, make reasonable efforts to remedy them. The Customer shall be obliged to take all

reasonable steps to remedy the disruption and to keep any potential damage to a minimum.

7.2 The Hotel shall be liable for items brought onto the premises by the Guest in accordance with the applicable statutory provisions. The Hotel recommends using the hotel safe or the safe provided in the Guest's room. If the Guest wishes to bring in money, securities or valuables with a value exceeding EUR 800, or other items with a value exceeding EUR 3,500, this shall require a separate safekeeping agreement with the Hotel.

7.3 If the Guest is provided with a parking space in the hotel garage or on the hotel car park, whether free of charge or for a fee, this shall not constitute a contract of safekeeping. In the event of loss of or damage to motor vehicles parked or manoeuvred on the Hotel's premises, or to their contents, the Hotel shall only be liable in accordance with Section 7.1, sentences 1 to 4 above.

7.4 Wake-up calls will be carried out by the Hotel with the utmost care.

Messages for guests will be handled with due care. Subject to prior agreement with the guest, the Hotel may accept and store mail and parcels and, upon request and for an additional charge, arrange for their forwarding. The Hotel shall be liable in this respect only in accordance with Clause 7.1, sentences 1 to 4, above.

8 FINAL PROVISIONS

8.1 Any amendments or supplements to the agreement, the booking confirmation or these General Terms and Conditions shall be made in text form. Unilateral amendments or supplements shall be invalid.

8.2 If the Customer is a commercial enterprise (Kaufmann) or a legal entity under public law, the exclusive place of jurisdiction shall be the registered office of THE FLORIS GmbH, Sophienstraße 14, 76530 Baden-Baden, Germany. The Hotel shall, however, also be entitled, at its discretion, to bring proceedings against the Customer at the Customer's registered office or place of residence. The same shall apply to Customers who do not fall within the scope of the first sentence if their registered office or place of residence is not located in a Member State of the European Union.

8.3 German law shall apply. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

8.4 In accordance with its statutory obligations, the Hotel hereby informs the Guest that the European Union has established an online platform for the out-of-court settlement of consumer disputes (the "ODR Platform"): <http://ec.europa.eu/consumers/odr/>

However, the Hotel does not participate in dispute resolution proceedings before consumer arbitration boards.

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