



## General Terms and Conditions

### I. Scope

1. These terms and conditions apply to all contracts for the rental use of hotel rooms for accommodation, of conference rooms, banquet rooms and function rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all for all related services and deliveries provided to the customer by Odyssey Düsseldorf I GmbH, hereinafter referred to as the Hotel.
2. The service is provided solely on the basis of these Hotel Terms and Conditions; we do not accept conflicting or deviating terms and conditions of the Customer unless we have expressly agreed to their validity.

### II. Conclusion of contract & partner, subletting

1. The contract is concluded upon a booking request by the customer after the corresponding booking confirmation by the hotel.
2. If the content of this reservation confirmation differs from the content of the customer's request, the deviating content of the reservation confirmation becomes binding for the customer and the hotel if the customer does not object in writing within 4 weeks of their receipt. The hotel undertakes to draw the customer's attention to this at the beginning of the period.
3. The contractual partners are the hotel and the customer. If a third party has ordered for the customer, it shall be liable to the hotel together with the customer as joint debtor for all obligations arising from the hotel accommodation or event contract, provided that the hotel has an express and separate declaration from the third party.
4. The subletting or reletting of the rooms, spaces, areas or showcases, as well as the invitation to interviews, sales or similar events require, the written consent of the hotel. § 540 para. 1 Sentence 2 BGB shall be expressly waived insofar as the customer is an entrepreneur.

### III. Services, prices, payment terms

1. The hotel is obliged to reserve the rooms or spaces booked by the customer. to provide conference, banquet and event rooms in accordance with these General Terms and Conditions and to provide the agreed services.
2. The customer is obliged to pay the agreed or usual hotel prices for the room/space rental and the other services he has used. This also applies to services and expenses of the hotel to third parties instigated by the customer, in particular also to claims of copyright management companies.

The agreed prices include taxes and local charges applicable at the time of conclusion of the contract. Not included are local taxes, which are owed according to the respective local law of the guest himself, such as tourist tax. In the event of a change in the statutory value-added tax or the introduction, modification or abolition of local taxes on the service item after the conclusion of the contract, the prices will be adjusted accordingly. In the case of contracts with consumers, this only applies if the period between the conclusion of the contract and the fulfilment of the contract exceeds 4 months.

3. The agreed prices include the respective statutory value added tax. If the period between the conclusion of the contract and the performance of the contract exceeds 4 months and if the price generally charged by the hotel for such services increases, the hotel may raise the contractually agreed price accordingly, but by a maximum of 5%.

4. Invoices of the hotel without due date are within 10 days from receipt of the invoice payable without deduction. The hotel is entitled to make outstanding claims payable at any time and to demand payment without delay. In case of late payment, the hotel is entitled to interest of 8% points, or to charge 5% points above the basic interest rate for transactions in which a consumer is involved. The hotel expressly reserves the right to prove a higher level of damage.

5. A reminder fee of EUR 2. 50 shall be charged for each reminder after the delay has occurred. Customers are free to prove that they did not or did not occur at the required amount.

6. The hotel is entitled, at the conclusion of the contract or thereafter, to demand an adequate advance payment or security, taking into account the legal provisions for package tours. The amount of the advance payment and payment dates may be agreed in writing in the contract.

7. The customer can only set off against undisputed, legally binding or decisive claims against the hotel. If the customer is a businessman, he can only reduce the rent if the right to reduce the rent is undisputed, legally binding or ready for a decision.

### IV. Room provision, handover, and return

1. The customer is not entitled to the provision of specific rooms unless other agreements exist.
2. Booked rooms shall be available to the customers from 15:00 p.m. on the agreed date of arrival. The customer shall not be entitled to earlier provision.
3. Contractual claims of the customer are not justified hereby. Is at liberty to prove that the Hotel incurred no or much lesser claim arose user fees. Rooms must be vacated and made available to the Hotel no later than 12 o'clock on the agreed date of departure. After that time, the Hotel may charge 50% of the full accommodation rate for the non-contractual use of the room until 18 o'clock, and if the room is vacated after 18 o'clock: 100 percent. This does not create any contractual remedies for the customer. The Guest is free to prove to the Hotel that no damage or a considerably lower damage was incurred to the Hotel.

### V. Rescission by the customer, cancellation



1. A withdrawal of the customer from the contract concluded with the hotel requires the written consent of the hotel. If this is not done, the agreed price from the contract is to be paid even if the customer does not make use of the contractual services. This does not apply if the customer is no longer to be expected to adhere to the contract due to a violation of the hotel's obligation to take his rights, legal interests and interests into account, or if he is entitled to another legal or contractual right of withdrawal.

2. If the hotel and the customer have agreed on a date for a free withdrawal from the contract in writing, the customer can withdraw from the contract by then without triggering payment or compensation claims by the hotel. The customer's right of withdrawal shall expire if he does not exercise his right of withdrawal in writing to the hotel by the agreed date, unless there is a case of the customer's withdrawal in accordance with section 1 sentence 3.

3. The hotel is free to demand the contractually agreed remuneration and to lump-sum the deduction for saved expenses in accordance with the following points 5 and 6.

4. In the case of rental of hotel rooms, the customer is obliged to pay 90% of the contractually agreed price for overnight stays with or without breakfast, 70% for half-board and 60% for full-board arrangements. The customer is free to prove that the above-mentioned claim did not arise or did not arise in the required amount.

5. In the case of rental of conference, banquet and event rooms of the hotel for the execution of events as well as for all related services and deliveries of the hotel to the customer, the following applies: If the customer cancels the date of the event after the conclusion of both sides of the contract, the hotel is entitled to 90% of the rental price plus 50% of the lost food turnover facturation.

The calculation of the food turnover is based on the formula: menu price - event times number of participants. If no price has yet been agreed for the menu, the most inexpensive 3-course menu of the respective valid event offer will be used.

If a conference fee per participant has been agreed, the hotel is entitled to cancel between the 8th and the 4th Week before the date of the event 60%, in case of a later cancellation to charge 90% of the conference package times the number of participants agreed.

The customer is free to prove that the above-mentioned claim did not arise or did not arise in the required amount.

## **VI. Rescission by the hotel**

1. If a free right of withdrawal of the customer has been agreed in writing within a specified period, the hotel is entitled to withdraw from the contract during this period, if requests from other customers for contractually booked rooms are received and the customer does not waive his right of withdrawal upon request of the hotel.

2. If an agreed advance payment or a payment requested in accordance with Clause III No. 6 above is not made even after a

reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

3. In addition, the hotel is entitled to exceptionally withdraw from the contract for objectively justified reasons, for example if - force majeure or other circumstances for which the hotel is not responsible make the performance of the contract impossible.

- rooms or event rooms are booked with misleading or false indications of essential facts of the contract, e. g. those which are in the person of the customer or the purpose

- the hotel has reasonable grounds to believe that the use of the hotel's services may jeopardise the smooth operation, safety or reputation of the hotel in the public eye, without this affecting the hotel's sovereignty or reputation. Organizational area of the hotel

- there is a breach of Clause II, No. 4 above

4. In the event of the hotel's justified withdrawal, the customer shall not be entitled to compensation.

## **VII. Changes in attendance and time at events**

1. A change in the number of participants by more than 5% must be communicated to the hotel no later than five working days before the start of the event; it requires the hotel's written consent.

2. A reduction of the number of participants by the customer by a maximum of 5% is recognized by the hotel at the billing. Anything beyond that. Deviations are based on the originally agreed number of participants minus 5%. The customer has the right to reduce the agreed price by the expenses saved by him due to the lower number of participants.

3. In the event of an upward deviation, the actual number of participants will be calculated.

4. In the case of deviations of more than 10% in the number of participants, the hotel is entitled to redefine the agreed prices and to exchange the confirmed rooms, unless this is unreasonable for the customer.

5. If the agreed start or end times of the event are postponed and the hotel agrees to these deviations, the hotel may charge the additional service readiness appropriately, unless the hotel is guilty of a fault.

## **VIII. Food and beverages brought in**

The customer may not bring food and beverages to events, exceptions require a written agreement with the hotel. In such cases, a contribution to cover overhead costs shall be calculated.

## **IX. Loss or damage of items brought along at events**

1. Accompanied exhibitions or other items, including personal belongings, are at the risk of the customer in the event rooms or in the event rooms. in the hotel. The hotel assumes no liability for loss, destruction or damage, including financial



damage, except in case of gross negligence or intent of the hotel. This does not apply to damage caused by injury to life, body or health. In addition, all cases where custody is an essential contractual obligation due to the circumstances of the individual case are excluded from this waiver of liability.

2. Decorative material brought in must meet the fire protection requirements. The hotel is entitled to demand official proof of this. If such proof is not provided, the hotel is entitled to remove material already brought in at the expense of the customer. Due to possible damage, the installation, and attachment of objects must be agreed with the hotel in advance. The customer is free to prove that the above-mentioned claim did not arise or did not arise in the required amount.

#### **X Technical equipment and connections**

1. Insofar as the hotel procures technical and other equipment from third parties for the customer at the customer's request, it acts in the name, in power of attorney and on behalf of the customer. The customer is liable for the care and proper return. He shall indemnify the hotel from all third-party claims arising from the provision of these facilities.

2. The use of the customer's own electrical systems using the hotel's power grid requires the customer's written consent. Disruptions or damage to the hotel's technical facilities arising from the use of these devices shall be borne by the customer insofar as the hotel is not responsible for them. The hotel may collect and charge the electricity costs arising from the use of this service on a flat-rate basis.

3. With the consent of the hotel, the customer is entitled to use his own telephone, fax and data transmission facilities. The hotel may charge a connection fee for this. The use of own mobile phones is of course free of charge and allowed. If suitable facilities of the hotel remain unused due to the connection of the customer's own facilities, a default compensation can be calculated.

4. Disruptions to the technical or other facilities provided by the hotel will be eliminated as soon as possible. Payments cannot be withheld or reduced insofar as the hotel is not responsible for these disturbances.

#### **XI. Customer's liability for damages**

1. If the customer is an entrepreneur, he is liable for all damage to buildings or inventory caused by event participants or visitors, employees, other third parties from his area or himself are caused.

2. The hotel may require the customer to provide adequate collateral (e. g. insurance, deposits, guarantees).

#### **XII. Liability of the Hotel**

1. The hotel is liable for its obligations under the contract with the diligence of a proper merchant. Claims of the customer for damages are excluded. This excludes damage resulting from injury to life, limb or health if the hotel is responsible for the

breach of duty, other damage resulting from a deliberate or grossly negligent breach of duty on the part of the hotel and damage resulting from a deliberate or negligent breach of essential contractual obligations on the part of the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. Should any disruptions or defects occur in the hotel's services, the hotel will endeavour to remedy them if the customer is aware of them or if the customer objects immediately. The customer is obliged to contribute what is reasonable to him in order to remedy the fault and to keep possible damage to a minimum.

The obligation to perform the contract no longer applies and the contract can be terminated without liability if circumstances occur that are beyond the control of the parties - such as events of force majeure, war, terrorist acts, government regulations, disasters, strikes or civil unrest - insofar as these circumstances prevent or make it impossible for the hotel to provide the hotel facilities or for groups in general to use them. The right to terminate this Agreement without liability under this paragraph shall be conditional on the other party being notified in writing of the reason for such termination as soon as reasonably practicable, but no later than ten (10) days after knowledge of the reason for termination.

2. The hotel is liable to the customer for goods brought in in accordance with the statutory provisions of §§ 701 ff. BGB up to a maximum of €3500,- and for money, securities and valuables up to €800,-. Money, securities and other treasures can be kept in the hotel or room safe up to a maximum value of €800. The hotel recommends to make use of this option. Liability claims shall be extinguished if the customer does not immediately notify the hotel after he has become aware of loss, destruction or damage (§703 BGB).

For further liability of the hotel, the preceding paragraphs 1 sentences 2 to 4 apply mutatis mutandis.

3. Insofar as the customer is provided with a parking space in the hotel garage or a hotel parking lot, also for a fee, no custody agreement is concluded. In the event of loss or damage to motor vehicles parked or maneuvered on the hotel parking lot and their contents, the hotel shall not be liable, except in cases of intent or gross negligence. Point 1 above Sentences 2 to 4 shall apply mutatis mutandis. Any damage must be reported immediately.

4 Wake-up orders are executed by the hotel with the utmost care. Messages, mail and merchandise for the guests are handled with care. The hotel takes care of the delivery, storage and – on request – the subsequent dispatch for a fee. The second to fourth sentences of point I above shall apply mutatis mutandis.

5. All claims against the hotel generally expire within one year from the beginning of the period of limitation of § 199 para. I BGB. Claims for damages shall be statute-barred without regard to knowledge or grossly negligent ignorance within 5 years of their creation. The above limitations shall not apply in the case of a violation of life, body, health or freedom, or in the case of claims based on a willful or grossly negligent breach of duty by the hotel, its legal representatives or vicarious agents.



### **XIII. Final provisions**

1. Changes or additions to the contract, the acceptance of the application or these terms and conditions shall be made in writing. Unilateral changes or additions made by the Customer are ineffective.
2. Place of performance and payment is the seat of the hotel. The exclusive place of jurisdiction – also for cheque and exchange disputes – is, if the customer is a merchant, the seat of the hotel. Insofar as a contractual partner fulfils the requirement of Section 38 para. 2 ZPO fulfilled and does not have a general place of jurisdiction in the country, the place of jurisdiction is the seat of the hotel.
3. German law shall apply. The application of the UN Sales Law and the conflict of laws law is excluded.
4. Should individual provisions of these General Terms and Conditions be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions apply.

**Odyssey Düsseldorf I GmbH**  
**Düsseldorf, 01<sup>st</sup> September 2020**