

**1 SCOPE OF APPLICATION**

- 1.1) These Terms and Conditions apply to all contracts for the temporary provision of hotel rooms for accommodation purposes, as well as to all related services provided by BLOCK Hotel & Living e.K. (hereinafter referred to as the "Hotel"). They do not apply to package travel arrangements within the meaning of Section 651a of the German Civil Code (BGB).
- 1.2) The rooms are provided exclusively for accommodation purposes. Subletting or re-letting, as well as any use for purposes other than accommodation, requires the prior consent of the Hotel in text form. Section 540 (1) sentence 2 of the German Civil Code (BGB) shall not apply. Refusal of consent does not entitle the contractual partner to terminate the contract.
- 1.3) Deviating general terms and conditions of the contractual partner shall not apply, even if the Hotel does not expressly object to them. Any counter-confirmations by the contractual partner referring to their own general terms and conditions are hereby expressly rejected.

**2 CONCLUSION OF CONTRACT, CONTRACT PARTNERS**

- 2.1) The contractual parties are the Hotel and the customer. Offers made by the Hotel are always non-binding. A contract shall only be concluded upon acceptance of the customer's offer by the Hotel. Such acceptance may be given in writing, verbally, by telephone, or electronically. In the case of online bookings, the contract is concluded by clicking the "Book" button.
- 2.2) The conclusion of the contract obliges the contractual parties to fulfil their respective obligations. The contractual partner of the Hotel shall be the respective ordering party, who shall be jointly and severally liable for all obligations arising from the contract. If the ordering party acts on behalf of a third party, the ordering party shall only be released from liability if the third party confirms the booking to the Hotel in writing. In any case of missing or insufficient authorisation by the (intended) contractual partner, the ordering party shall be liable for the performance interest, irrespective of the degree of its own fault.

**3 SERVICES, PRICES, PAYMENT, SECURITY, OFFSETTING**

- 3.1) The agreed prices are in euros, including the statutory value added tax. In the event of a change in the statutory value added tax or the introduction, change or abolition of local taxes on the object of performance after conclusion of the contract, the prices shall be adjusted accordingly.
- 3.2) The customer is obliged to pay the hotel's applicable or agreed prices for the provision of rooms and other services utilised by the customer. This also applies to services ordered by the customer directly or via the hotel, which are provided by third parties and disbursed by the hotel.
- 3.3) In the case of foreign means of payment, exchange rate fluctuations, bank charges and all additional costs and expenses shall be borne by the business partner.
- 3.4) The hotel is entitled to demand a reasonable advance payment or security deposit, e.g. in the form of a credit card guarantee, from the customer upon conclusion of the contract. A reasonable amount is deemed to be 50% of the agreed service price. The statutory provisions shall apply if the customer is in default of payment. In justified cases, e.g. payment arrears of the customer or extension of the scope of the contract, the hotel is entitled, even after conclusion of the contract up to the beginning of the stay, to demand an advance payment or security deposit up to the full agreed charge.
- 3.5) Furthermore, the hotel is entitled to demand a reasonable advance payment or security deposit from the customer at the beginning and during the stay within the meaning of the above clause 3.4 for existing and future claims arising from the contract.
- 3.6) In the case of new customers, groups, events or contract partners who are not resident or domiciled in Germany, the hotel may demand an advance payment and security deposit in the full amount of the price.
- 3.7) If the contract partner should modify his booking later (e.g. change in the number of rooms booked, in the length of stay, in the number of guests per room, etc.), the hotel is no longer bound to the originally agreed price but may change it. Furthermore, the hotel may **charge a rebooking fee of €15 per change.**
- 3.8) The hotel's claims are due for payment without any deduction within 7 days of the invoice date. In the case of late payment, the hotel is also entitled to cancel the contract and resell the agreed rooms.
- 3.9) Receivables of the hotel are to be paid immediately upon presentation of the invoice on site and without deduction. This also applies to interim invoices or invoices for advance payments and security deposits. In the event of default in payment of even a single invoice amount, the hotel is entitled to cancel all existing contracts and to stop all further and future services for the customer; this also applies to advance payments made by the hotel. The contract partner shall have no right of retention in respect of claims due to the hotel. He may only offset his own claims against claims of the hotel to the extent that his claims are undisputed or have been recognized by final judgement.
- 3.10) If the contract partner uses a credit card for the payment of BLOCK Hotel & Living services with prepayment obligation (e.g. orders with prepayment or fixed rate) without physically presenting it (e.g. via telephone, OTA, Internet or similar), the contract partner is not authorized in relation to the Hotel to cancel this charge vis-à-vis its credit card company.
- 3.11) Should the hotel be faced with claims for compensation (e.g. due to theft, lost minibar, damage to hotel equipment, etc.) of any kind by the contract partner, the hotel is entitled to withhold the security deposit and/or to charge the deposited credit card without physically presenting it. Even in this case, the contract partner is not authorized to revoke this charge vis-à-vis his credit card company.
- 3.12) If the contract partner refuses to pay the agreed payment or is in default of payment, BLOCK Hotel & Living e.K. shall be entitled to the legal right of retention and the legal right of lien on the items brought in by the contract partner.
- 3.13) The place of fulfilment for payment obligations is Ingolstadt, the registered office of BLOCK Hotel & Living e.K., even if the claims are credited on the basis of special agreements or only become due later on the basis of agreed invoicing.
- 3.14) Refunds or refunds for services not utilized are not possible.
- 3.15) The customer agrees that the invoice can be sent electronically.

**4 WITHDRAWAL/CANCELLATION (CANCELLATION) BY THE CUSTOMER, NO SHOW OF THE HOTEL SERVICE**

- 4.1) The customer may only unilaterally cancel the contract concluded with the hotel if a right of cancellation has been agreed in the contract.
- 4.2) If the hotel and customer have agreed on a date for free withdrawal from the contract, the customer may withdraw from the contract up to that date without incurring payment claims by the hotel. The customer's right of cancellation expires if he does not exercise it in text form vis-à-vis the hotel by the agreed date.
- 4.3) The contract partner is obliged to pay the full contractually agreed price even if he does not make use of the hotel's services. The right of the owner to receive payment of the agreed price for the agreed service is not a claim for damages, but a claim for fulfilment of the contract. For the fulfilment claim, it is legally irrelevant for which reasons the guest could not make use of the reserved room. Cancellations, cancellations and changes to the original reservation of hotel rooms are only valid for the guest or the customer in written form and will be charged with the following cancellation rates of the booked arrangement/total amount:

| <u>Regular cancellation</u>   | <u>Cancellation during trade fairs</u>                |
|---|---|
| 3 days before arrival free of charge  | Up to 40 days before arrival 80% of the total amount  |
| 2 days before arrival 50% of the total amount   | 39 to 00 days before arrival 100% of the total amount |
| 1 day before arrival 100% of the total amount (1 day before = from 3pm the day before = 100%) |   |

In the event of early departure or no show, 100% of the total amount is due.

- 4.4) It is strongly recommended that you take out travel cancellation insurance.
- 4.5) **Fixed Rate / Non-Refundable Bookings.** Bookings made at a fixed rate / non-refundable rate are binding special offers and are neither free of charge cancellable nor rebookable. Fixed means fixed. Cancellation, rebooking, shortening of the stay, name changes, or any other contractual amendments are excluded. In the event of cancellation, non-arrival (no-show), early departure, or non-utilisation of the services, 100% of the agreed total price shall become immediately due and payable. No exceptions apply, in particular not in cases of: illness (even with a medical certificate), flight, rail or other transport disruptions, private or professional reasons, or force majeure on the part of the guest.

**5 CANCELLATION BY THE HOTEL**

- 5.1) If it has been agreed that the customer can withdraw from the contract free of charge within a certain period of time, the hotel is entitled to withdraw from the contract during this period if there are requests from other customers for the contracted rooms and the customer does not waive his right of withdrawal upon enquiry by the hotel within a reasonable period of time. This applies accordingly if an option is granted, if other enquiries are received and the customer is not prepared to make a firm booking upon enquiry by the hotel within a reasonable period of time.
- 5.2) If an advance payment or security deposit agreed or demanded in accordance with Clause 3.4 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.
- 5.2) If an advance payment or security deposit agreed or requested in accordance with Clause 3.4 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.

- 5.3) Furthermore, the hotel is entitled to extraordinary cancellation of the contract for objectively justified reasons, for example if
- force majeure or other circumstances for which the hotel is not responsible make fulfilment of the contract impossible
  - rooms or spaces are booked on the basis of culpably misleading or false information or if essential facts are hidden; essential facts may include the identity of the customer, the ability to pay or the purpose of the stay;
  - the hotel has reasonable cause to believe that the use of the hotel's services may pose a threat to the smooth running of the business, the security or the public reputation of BLOCK Hotel & Living e.K.;
  - the room has been sublet to third parties or has been made available to third parties, or there is a breach of the above-mentioned clause 1.2.
  - the purpose or reason for the stay is against the law;

5.4) In the event of a justified cancellation by the hotel for one of the reasons stated in Clauses 5.2 to 5.3, the contract partner shall have no claims for damages or other claims.

## **6 ROOM PROVISION, HANDOVER AND RETURN**

6.1) The customer does not acquire any claim to the provision of specific rooms. He also has no right to have a say with regard to the occupancy of the other hotel rooms and premises.

6.2) All rooms of the hotel are individually furnished and differ in size and furnishings; the photos and floor plans shown are only examples.

6.3) The contractual partner must adapt his behavior in the hotel to the posted BLOCK Hotel & Living e.K. guidelines ("house rules").

6.4) Booked rooms are made available from 15:00 on the agreed day of arrival. The customer is not entitled to earlier availability.

6.5) On the agreed day of departure, the rooms must be vacated and made available to the hotel by 11.00 a.m. at the latest. After this time, the hotel will charge 30 euros for the continued use of the room until 2.00 p.m., which will be invoiced additionally; after 2.00 p.m., 100% of the daily rate will be charged.

6.6) **NON-SMOKING ROOMS, SMOKING PROHIBITION & CANNABIS CONSUMPTION PROHIBITED:** The BLOCK Hotel & Living e.K. is a non-smoking hotel, smoking and the consumption of cannabis are expressly prohibited. If you smoke or consume cannabis/drugs in your room, a special cleaning fee of €150 will be charged and added to your total bill, and the police will be informed if necessary (in accordance with the ban on drugs in Bavaria, § 5 Para. 1 KCanG). Please note that the entire hotel is connected to the Ingolstadt fire brigade for fire protection purposes. Fire alarms triggered by cigarette smoke, cigars, e-cigarettes and other vapors and/or by illegal manipulation of the smoke detector will result in the fire brigade being called out immediately! The hotel can NO LONGER STOP a fire alarm "accidentally triggered by the guest", the fire brigade will come! The costs in the event of a false alarm can be up to 800€ for the fire brigade, plus resetting the fire alarm system by the expert, depending on the dimensions and damage, well over 1000€! These costs will be charged to the guest if they are at fault. The triggered fire alarm can and must be located!

6.7) Animals may only be brought into the hotel with advance permission and for a special fee. The Contractual Partner bringing an animal is obliged to keep or supervise this animal properly during the stay or to have it supervised by a suitable third party at its own expense. Animals are not permitted in the common rooms and wellness areas. The contractual partner who brings an animal must have appropriate animal or personal liability insurance that also covers possible damage caused by animals. The Contractual Partner or its insurer shall be jointly and severally liable to the Hotel for any damage caused by animals brought along. In particular, the damage also includes any compensation payments that the hotel has to make to third parties.

## **7 LIABILITY & GENERAL INFORMATION**

7.1) The hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it is liable for other damages that are based on an intentional or grossly careless breach of duty by the hotel or on an intentional or careless breach of typical contractual duties of the hotel. Typical contractual obligations are those obligations which make the proper fulfilment of the contract possible in the first place and on the fulfilment of which the customer relies and may rely. A breach of duty by a legal representative or vicarious agent is equivalent to a breach of duty by the hotel. Further claims for damages are excluded, unless otherwise regulated in this clause 7. Should disruptions or defects occur in the hotel's services, the hotel shall endeavor to remedy such upon knowledge thereof or upon immediate complaint by the customer. The customer is obliged to make reasonable efforts to remedy the disruption and minimise any possible damage.

7.2) The hotel is liable to the customer for items brought into the hotel in accordance with the legal requirements. The hotel recommends the use of the hotel or room safe. If the customer wishes to bring in money, securities and valuables with a value of more than 800 euros or other items with a value of more than 3,500 euros, this requires a separate storage agreement with the hotel. If the contract partner fails to notify BLOCK Hotel & Living e.K. immediately of the loss or destruction/damage of his property, this shall result in a loss of his claim for compensation (§ 703 sentence 1 BGB)

7.3) Objects and materials left in rooms of the hotel accessible to the contractual partner shall be deemed not to have been brought in if they have not been expressly taken into the care of an authorised person.

7.4) The contractual partner shall be responsible for the proper insurance of items brought along, in particular, for example, exhibition items.

7.5) The limitation period for all claims of the customer is six months. This limitation of liability and short limitation period shall apply in favour of the hotel.

7.6) If the customer is provided with a parking space in the hotel garage or in the hotel car park, even for a fee, this does not constitute a safekeeping agreement. No liability is assumed for loss of or damage to motor vehicles parked or manoeuvred on the hotel property.

7.7) The contractual partner/guest shall be liable to BLOCK Hotel & Living e.K. for any loss or damage caused by him and/or his fellow travelers, as well as for any loss or damage caused by himself.

7.8) The hotel is not liable for accidents during leisure programmes of any kind, unless the hotel acts with gross negligence or intent.

7.9) Wake-up calls are carried out by the hotel with the utmost care. However, no liability is accepted for incorrect or non-executed wake-up calls. Claims for damages are excluded.

7.10) Food and drinks must be purchased from the hotel and may not be brought into or consumed in public areas. In special cases (national specialities, etc.) a written agreement can be made. In these cases, a service charge or corkage fee will be charged.

7.11) Tourist information and information of all kinds is provided by the hotel to the best of its knowledge, but without guarantee. Personal data is subject to the Data Protection Act, and the hotel will not provide any information in this regard.

7.12) Lost property will only be forwarded carriage forward on request. They will be kept at the hotel for six months. At the end of this period, items of obvious value will be handed over to the local lost property office.

7.13) The hotel shall handle messages, mail and consignments of goods for guests with the greatest possible care. The storage, delivery and forwarding will be undertaken against reimbursement of costs and upon express request. This is not an essential contractual obligation of the hotel; liability for loss, delay or damage is excluded.

## **8 FINAL CLAUSES**

8.1) Amendments and additions to the contract, the acceptance of the application or these General Terms and Conditions should be made in text form. Unilateral amendments or additions are invalid. The latest price changes and the latest version of our General Terms and Conditions shall apply.

8.2) If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction is the registered office of BLOCK Hotel & Living e.K. Ingolstadt. However, the hotel may also choose to sue the customer at the customer's place of business. The same applies to customers who do not fall under sentence 1 if they do not have their registered office or place of residence in an EU member state.

8.3) German law, the law of the Federal Republic of Germany, shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

8.4) In accordance with the legal obligation, the hotel points out that the European Union has set up an online platform for the out-of-court settlement of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/> However, the hotel does not participate in dispute resolution proceedings before consumer arbitration boards.

### **Information on data protection:**

We would like to point out that BLOCK Hotel & Living e.K. stores the data collected in the course of business transactions. This data is collected, processed and used for the fulfilment of the contractual relationship. Furthermore, we use your name, your address and possibly your e-mail address to send you interesting information about our range of services. Of course, we will not do this if you object to this use of your data. BLOCK Hotel & Living e.K. attaches the utmost importance to the strict confidentiality of all personal data.

**Juni, 2024 - BLOCK Hotel & Living e.K., H.-P. Müller Str. 15, D-85055 Ingolstadt, Bayern.**