

General Terms and Conditions Concerning the Admission Contract into the Infinity Hotel GmbH („Mainbogen Hotel“)

I. Scope of Application

1. These general terms and conditions apply for the rental of hotel rooms for the accommodation (hotel admission contract) as well as all further services of the hotel towards the guest. These general terms and conditions apply irrespective of whether the guest is a consumer, a businessman or a merchant.
2. The sublease of the rented rooms as well as their use for others than accommodation purposes is subject to prior express written permission of the hotel, whereat applies § 540 clause 1 sentence 2 of the BGB, if the guest isn't consumer.
3. Terms and conditions of the guest are applicable only if their application has been agreed upon beforehand in writing.

II. Conclusion of Contract / Limitation

1. The contract becomes effective through the hotel's acceptance of the guest's request. It is up to the hotel to confirm a booking in writing, except if the guest is a businessman or a merchant (see clause 2) or if the guest desires to extend his stay (then III.9). Cancellations and similar statements are valid only if they are submitted in writing.
2. If the guest is a businessman or a merchant, only the written booking confirmation of the hotel is relevant for the booking conditions, as long as the guest does not object immediately in writing. This applies especially for oral bookings and agreements or bookings and agreements by phone. A notification to the hotel will not be considered as immediate, if it has not been received by the hotel within five days.
3. In case of groups (more than 10 persons) the organizer must forward to the hotel a list of participants not later than five days prior to their arrival. If this list isn't forwarded in due time, the hotel can't guarantee the agreed room distribution.

III. Provision and Departure

1. The booked rooms are at the disposal of the guest from 15:00 at the arrival date. If a later arrival time has not been agreed upon expressly, the hotel reserves the right to let booked rooms to someone else after 18:00.
2. There is no entitlement for the provision of specific rooms or premises.
3. The occupancy of the rooms with more than the booked person number is subject to prior written confirmation by the hotel.
4. At check-in the guest has to identify himself and to fill in completely and to sign the registration form if necessary.
5. The hotel is entitled to ask for an appropriate guarantee resp. down-payment, i.e. by a valid credit card with a coverage equal to the presumed total cost of the stay or by prepayment. The hotel is entitled to use the card used for the booking guarantee for the room reservation. This right applies especially if the guest has

already been in delay of payment or if after his arrival he extends the scope of services agreed upon in the contract.

6. The hotel is entitled to ask for an appropriate down-payment or a guarantee at the moment of the conclusion of contract according to the legal provisions for package tours. The amount of the down-payment as well as the term of payment can be agreed upon in writing in the contract.
7. Pets are allowed only after prior approval of the hotel and their stay will be charged separately.
8. The check-out time is not later than 12:00; at this time the room has to be left. If the guest doesn't leave his room until 12:00 the day of his departure, the hotel is entitled to charge 50 % of the room price for a use until 18:00. If the guest uses his room beyond 18:00 the hotel is entitled to charge 90 % of the complete room price.
9. Any extension of the stay beyond the date agreed upon in the hotel admission contract can take place only after prior agreement with the reception in due time. This agreement has to be made prior to the extension of the stay and needs written confirmation of the reception. The written confirmation is considered as extension of the contract in the sense of the hotel admission contract. There is no entitlement for the extension.

IV. Guest's Cancellation / Non-use of the Hotel's Service

1. Reservations are binding for the contracting parties. In case of cancellation of reserved rooms and/or services the following conditions apply. The payment obligation of the guest according to the hotel admission contract will not be reduced by the real cost savings of the hotel but according to the present conditions. Reference is made to number II clause 1 of the present general terms and conditions. Principally, a partial cancellation of reserved rooms and/or services is excluded.
2. Cancellations from individual guests within 48 hours upon arrival are charged with 50 % of the full room rate per night (excl. breakfast). Cancellations within 24 hours upon arrival are charged with 80 % of the full room rate as cancellation rate.
3. For reservations of up to 4 rooms a free-of-charge cancellation until 48 hours prior to beginning of the service period can be made. In order to define the service period in hours we assume 18:00 as arrival time.
4. For reservation of 5 and more rooms the cancellation fee is as follows:
 - 4 weeks before arrival, no cancellation fee
 - 4 to 2 weeks before arrival, 50 % cancellation fee
 - 2 weeks to 1 week before arrival, 65 % cancellation fee
 - less than 1 week, 80 % cancellation fee

However, in case of group reservations of 5 – 10 rooms, two can be cancelled free of charge and in case of group reservations of 11 – 20 rooms, five can be cancelled free of charge within 48 hours upon arrival.

The hotel is entitled to use the deposited guarantee, the reserved amount on the credit card indicated for the guarantee or the down-payment to cover the cancellation fees without prior notice to the guest.

5. The hotel engages itself to sell the cancelled rooms otherwise if possible, in order to minimize the loss. In this case the hotel has to balance the income from the otherwise sold room as well as the saved services. The guest shall reserve the right to provide evidence that the hotel has had a loss beneath the respective cancellation fee.

V. Hotel's Cancellation

1. If a free of charge withdrawal right of the guest within a certain period has been agreed upon in writing, the hotel has the same right to cancel the contract within the same period, if other guests have enquired the booked rooms, and if the guest upon the hotel's call back does not waive his right of withdrawal.
2. If an agreed upon down-payment is not made even after expiration of an appropriate additional respite, the hotel is also entitled to withdraw from the contract.
3. Further the hotel is entitled to withdraw from the contract for important reasons not attributable to the hotel, such as
 - an act of God, strike, disruption or other circumstances beyond the control of the hotel render the contract fulfilment impossible;
 - rooms / events having been booked by providing incorrect or misleading information, i.e. concerning the guest's identity or reason of stay;
 - the hotel has reasonable cause to believe that the use of its services could impede its smooth business operations or jeopardize its security or public image without this being attributable to the domain or the organization of the hotel.
4. In this case the hotel immediately notifies the guest in writing about its exercise of its withdrawal right. In any of the cases provided hereabove none of the contractual parties has a compensation right.

VI. Rates / Payment / Services / Offset / Cessation

1. The hotel is liable to have the booked rooms ready and to render the agreed upon services. Concerning the rooms' interior as well as other information of the hotel services the hotel is responsible only on account of its own description. Information concerning the hotel services as well as room's interior are on the homepage www.hotel-mainbogen.de resp. the hotel brochure. The hotel shall not be liable for any hotel descriptions of third parties, even if they advertise the Mainbogen Hotel.
2. The guest is liable to pay the applicable resp. the agreed upon price for the let room as well as for the further services used. This also applies for hotel services and charges for third persons that have been requested by the guest.

3. In the agreed prices the legally valid value added tax is included. If the period between the conclusion and the execution of the contract is more than four months, and if the rate charged by the hotel for such services increases, the hotel is entitled to raise the agreed upon price adequately, but not exceeding a 5 % increase.
4. The hotel is entitled to adapt the prices, if the guest retrospectively changes the number of the booked rooms, the extent and nature of the hotel services, the duration of stay or the number of guests and if the hotel has agreed.
5. Hotel invoices without due date indicated are payable within 14 days after receipt of the invoice without deductions. The hotel is entitled to make all debts to become payable at any moment and to request immediate payment. In case of late payment the hotel is entitled to demand interest at the legally valid rate above the respective base rate. The hotel is reserved the right to provide evidence of higher damages.
6. The guest may only offset or reduce an undisputed or legally binding receivable owed by the hotel against a receivable owed to the hotel.

VII. Liability of the Hotel

1. If not stated otherwise in the present general terms and conditions including the following clauses, we shall be liable in case of violation of our contractual and non-contractual obligations in accordance with the relevant legal provisions.
2. We shall be liable for damages – no matter for what legal grounds – in case of wilful intent and gross negligence. In case of ordinary negligence we will only be liable
 - a) for damages to life, body or health,
 - b) for damages resulting from violation of a major contractual duty (obligations, whose fulfilments allow the contract to be properly implemented in the first place and in whose compliance the contractual partner regularly trusts and may trust); in this case, however, our liability is limited to the replacement of the foreseeable typical damage.
3. An infringement of a duty on the part of the hotel is equal to that of a legal representative or vicarious agent. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection without undue delay by the guest. The guest shall do whatever can be expected in order to remove the disruption and to keep the possible damage to a minimum.
4. The hotel is liable to the guest for property brought into the hotel in accordance with the legal provisions of §§ 701, 702 BGB, not to exceed an amount of € 3,500.00 and for cash, securities and other valuables not exceeding an amount of € 800.00. If the guest intends to bring into the hotel cash, securities and other valuables exceeding a total amount of € 800.00 as well as other valuables exceeding a total value of € 3,500.00 a special conservation contract has to be agreed upon with the hotel. The hotel is not liable for loss or damage of property in case of gross negligence of the guest. This is especially the case, if the guest does not lock his room or forgets his property in the area of the lobby or the dining room. The hotel recommends to keep an eye on private and valuable property and not leave them unattended in public areas. Furthermore the hotel

offers the possibility to its guests to leave private property in the safe at the reception.

5. The hotel shall not be liable if the guest fails to notify the hotel immediately after becoming aware of the loss, damage or destruction of his property (cf. § 703 BGB).
6. A contract of deposit shall not materialise, if a parking space has been made available to the guest in the hotel parking lot. If vehicles are parked or placed on the hotel grounds and their content are lost or damaged, the hotel shall not be liable.
7. The hotel will perform wake-up services with the greatest care. Nevertheless, the hotel shall not be liable for consequences as a result of an omitted wake-up call. This applies also for the automatic alarm clock or other wake-up facilities of the hotel.
8. Messages, mail, and merchandise deliveries for guests are handled with care. The hotel takes care of their delivery, safekeeping and, upon request, forwarding against a surcharge.
9. Principally the hotel shall not be liable for private property of guests, that have been left/forgotten in the rooms or in the public areas. The guest has to notify the hotel immediately after becoming aware of the loss. If the hotel finds non identifiable items of guests in the room or in the public areas, these are kept for a maximum of two weeks at the collection point. The hotel is not obliged to keep the left/lost items for longer, but has the right to dispose of the items that have not been claimed.
10. Harmful substances and other polluting substances will be disposed of at the guest's expense. Principally the notified items can be shipped to the guest in case of prepayment of the shipping costs (including packaging and transport to the post office). The guest has to provide the hotel in writing with a valid shipping address. In case of an incorrect shipping address the hotel will not arrange a second shipping. The hotel will not be liable for shipping.

VIII. Place of Fulfilment / Place of Jurisdiction / Applicable Law

1. Place of fulfilment and place of payment are the hotel's seat.
2. If the customer is a merchant in the sense of the HGB, a legal person as defined in public law or special fund as defined in public law, our seat is the exclusive, also international, place of litigation for all disputes arising directly or indirectly from the contractual relationship. We shall also be entitled to file a suit at the guest's place of general jurisdiction.
3. German law shall exclusively apply, excluding the UN sales convention.

IX. General Information

The use of personal heating elements (such as electric kettle, iron, heating fan) in the hotel is prohibited. Smoking in the non-smoking areas and non-smoking rooms is not allowed. In case of unlawful actions the hotel is entitled to charge the expenses (for cleaning, ventilation, non-occupancy of the room, etc.) to the guest.

X. Severability Clause

If a regulation of the contract or of the present general terms and conditions is ineffective or becomes ineffective, the effectiveness of the remaining regulations remains unaffected. In lieu of this, the legal stipulations will apply. In no case the respective clause of the present general terms and conditions will be replaced by the guest's terms and conditions. The same shall be applicable in case of a gap in the contract or the general terms and conditions.

XI. Data Protection

In connection with the execution of hotel admission contracts we collect data of the guest. Hereby we observe the regulations of the German data protection act as well of the German Act of Protection of Data in Telecommunication Services. Without the approval of the guest data will be collected, processed and utilised as far as necessary for the execution of the contract and for the use and billing of telecommunication services.

The hotel administration

Status as of July, 2014

Regulations of the Data Protection

For us it is self-evident to handle personal data in a responsible manner. By technical and organizational measures we assure, that the regulations of the Data Protection Act of the Federal Republic of Germany are fully observed at every moment. We just save your personal data and process it for internal use from our suppliers with your approval. Therefore, you have the opportunity to grant such consent at any location on our website where personal data is collected. Below we inform you on type, extent and purpose of this collection and usage of personal data. You can read this information at any time on our website.

Type and Purpose of Information Collected During your Stay on this Website

When you access our website, for technical reasons your internet browser automatically transmits data to our web server. This includes the date and time of access, URL of the referring website, name of the accessed file, amount of transmitted data, browser type and version, operating system and your IP address. This data is stored separately from other data, that you might enter during your access on our website. An assignment of this data to a particular person will not be effected by the provider and is not possible. The above-mentioned data can be stored for statistical purposes and will afterwards be deleted.

We collect and use your personal data, when needed, in order to allow the use of our online services or for billing reasons (usage data). This includes particularly characteristics for your identification as well as indication of the beginning and end as well as the extent of use of our site.

For advertising purposes or for market research or for the design of our web pages, we may make use of pseudonyms in user profiles. You are entitled to object to this use of your data. We are not allowed to correlate the user profiles with bearer of the pseudonym.

The provider collects personal data (inventory data = name, address, telephone number) for the purposes designed in this privacy statement, especially if you and the provider concluded a contract or changed its content and the data is necessary for this purpose.

Why Data is Collected

Provision of products and services. We use personal data in order be able to provide products and services, for the processing of orders or for conclusion or modifications of a contract, in order to assure the functionality and safety of our products and services, for the identification and prevention of missuse and according investigations.

Product and services development. We use personal data for product and services development.

Customer communication. We use personal data for the communication with customers, i.e. in order to inform them about changes in products and services or to facilitate the customer to get into contact.

Marketing and advertising. We can use personal data to personalize our offers and provide customized solutions tailored to the individual needs of our customers; furthermore personal data is used for direct marketing and research purposes. When permitted by law the provider may contact the customer in order to inform him about new products and services.

Communication of the Information to Third Parties

In particular cases, we are permitted to give information regarding usage data by order of the relevant authorities, as far as needed for prosecution, protection against threats, execution of legal tasks of the Office for the protection of the Constitution of the Federation and the States, the Federal Intelligence Service or the Military Counter-Intelligence Service or for legal enforcement of intellectual property.

Duration of Data Retention and Cancellation; Recall at any Time

Personal data is stored until we have performed the service you required. Independently of this, you have the possibility to recall at any time your agreement as to collection, processing and usage of personal data. You may withdraw your consent for the future by mail or by e-mail. For withdrawal by e-mail we have installed a feature for withdrawal at the same location in our website where personal data is collected. For our address and further address details see our masthead. At this address you can enquire whether and what personal data of yours we have stored.

Sharing of Data with Third Parties

We guarantee to handle your personal data confidentially. Your data will not be shared with, e.g. sold, rented, traded or otherwise made available to third parties, unless otherwise expressly indicated at the place where the data is collected and you have agreed, or if the data is transferred to third parties authorised by order of the relevant authorities.

Security

The security of your data is of great importance for us. All personal data provided to us is encoded before being posted to the internet. We emphasize that the provider has no influence on the commitments other providers make towards data security.

Cookies

Amongst others, we use so-called „cookies“ in operating our website. These „cookies“ allow for saving certain data on your computer upon calling up our website. You can prevent cookies being stored on your computer by altering your browser settings appropriately.

Information Right

As a user of our website you are entitled to demand information from us concerning the storage of data relating to your person or your pseudonym. Upon your request you have the right to get this information electronically.

Questions and Suggestions

We are pleased to hear about your questions and suggestions relating to data security. Please feel free to contact us:

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