



**General Terms and Conditions for the Hotel Accommodation Contract of
DRESCHER Incoming & Tourismus GmbH / Aparthotels An der Frauenkirche**

I. Applicability

1. These Terms and Conditions govern contracts for the rental use of hotel rooms and / or apartments for accommodation and all the other services provided by the hotel (Hotel Accommodation Contract). The term "Hotel Accommodation Contract" comprises and replaces the following terms: accommodation, lodging, hotel, hotel room contract.
2. The subletting or re-letting of the rooms and their use for other purposes than accommodation require the prior approval of DRESCHER Incoming & Tourismus GmbH in writing, whereby § 540, para. 1 sentence is waived 2 BGB, if the customer is not a consumer.
3. Terms and conditions of the customer shall apply only if these are previously expressly agreed in writing.

II. Conclusion of Contract, Parties

1. By registration (written or oral) of the customer with the company, DRESCHER Incoming & Tourismus GmbH confirms and concludes the binding of an accommodation contract. The customer is bound to this offer 4 days.
2. The contract concludes by the acceptance of the customer's registration by the DRESCHER Incoming & Tourismus GmbH. DRESCHER Incoming & Tourismus GmbH is free to confirm the room reservation in text form.
3. The contracting parties are DRESCHER Incoming & Tourismus GmbH and the customer. If a third party placed the order on the customer he is liable together with the customer as joint debtors for all obligations from the hotel accommodation contract as long as the DRESCHER Incoming & Tourismus GmbH has a corresponding statement of the third party.

III. Services, Prices, Payment, Security, Off-Set

1. The DRESCHER Incoming & Tourismus GmbH is committed to provide the booked rooms and agreed services in accordance with the client reservation.
2. The customer is obligated, to pay for the agreed rooms provided and for other services used by him or applicable prices to DRESCHER Incoming & Tourismus GmbH. This is also valid for services and expenses DRESCHER Incoming & Tourismus GmbH ordered on behalf of the client to a third party. The agreed prices include the applicable statutory value added tax.
3. The DRESCHER Incoming & Tourismus GmbH may consent the customer's later wish to reduce the number of rooms booked, the length of stay or other services from DRESCHER Incoming & Tourismus GmbH but the prices could be increased.
4. The payment of all services booked can be done in cash, by debit or credit card (Visa, MasterCard, American Express, Diner and JCB) upon departure. Other payment method or payment deadline must be priorly agreed in writing between the parties.
5. Exceptions to this rule are admission tickets, booked artists or any special services. Tickets, booked artists and special services must be paid in advance and are payable within 10 days from receipt of the invoice.
6. The DRESCHER Incoming & Tourismus GmbH is entitled to request from the customer a reasonable advance payment or security deposit in the form of a credit card guarantee or a deposit. The amount of the advance payment and payment dates are agreed in the written contract. With advance payments or security deposits for package tours, the statutory provisions shall remain unaffected.
7. In justified cases, for example, delay or default in payment, the DRESCHER Incoming & Tourismus GmbH is entitled to keep the deposit, even after the conclusion of the contract until the beginning of the stay within the meaning of the above paragraph III.6. or to demand an increase in the agreed in the contract advance payment or security to the total agreed remuneration.
8. The DRESCHER Incoming & Tourismus GmbH is also entitled at the beginning and during the customer's stay to a reasonable advance payment or security deposit within the meaning of the above paragraph III.6. The demand for existing and future claims arising from the contract insofar as such has not been in accordance with the above clauses 6 and / or can be done.
9. The customer may only offset an undisputed or legally binding claim against a claim or charge by the hotel. The offsetting exclusion does not intervene while the customer's defect warranty rights are affected.

**IV. Rescission by the customer (Cancellation, Annulment) / Failure to Use services provided by
DRESCHER Incoming & Tourismus GmbH**

1. A statutory right of withdrawal does not exist even in the presence of a distance contract under the derogation in § 312 b para. 2 Paragraph 6 of the BGB Civil Code.
2. The customer has the right, to cancel the contract with the flexible rate (cancellation) without any cost, up to 2 days before the date of arrival (18:00 clock). The cancellation must be in writing. In case of a cancellation up to 2 days before date of arrival, DRESCHER Incoming & Tourismus GmbH will claim neither payment nor compensation. The customer right of rescission expires if the customer does not exercise his right to cancel in writing up to 2 days before the date of his arrival or the date to which services are agreed. For other rates and packages, separate cancellation policies will apply.
3. Late cancellations and in case the customer did not use the rooms reserved for him, Drescher Incoming & Tourismus GmbH will charge the lost income for not being able to rent the rooms and other expenses on the contractually agreed rate. If the rooms are not otherwise rented, the DRESCHER Incoming & Tourismus GmbH can demand the contractually agreed rate and assess a flat rate for the expenses of DRESCHER Incoming & Tourismus GmbH. The customer in this case is obliged to pay 90% of the contract price. The customer is free to prove that the amount demanded in the aforementioned claim is not correct.
4. Section IV.2. and IV.3. does not apply to group reservations and reservations of commercial tour operators. In this case, the amount of withdrawal fee which depends on each individual agreement directly when booking. A reservation for 14 customers or more is considered as a group booking. Commercial operators are entrepreneurs, whose business includes organizing trips or other events.

V. Rescission by DRESCHER Incoming & Tourismus GmbH

1. Unless it was agreed that the customer can withdraw within a specified period from the contract free of charge, DRESCHER Incoming & Tourismus GmbH in turn is entitled to terminate the contract in this period, if there are inquiries from other customers regarding the contractually reserved rooms and the customer does not reply to the hotel's enquiry if he wishes or not to use his rescission right.
2. If an agreed advance payment or security deposit demanded by the hotel, in accordance with section III.6. and / or paragraph III.7. is not made in advance as demanded, even after a reasonable grace period set by the hotel, DRESCHER Incoming & Tourismus GmbH is also entitled to cancel the contract.
3. Furthermore, the DRESCHER Incoming & Tourismus GmbH is entitled to effect extraordinary cancellation of the contract for justifiable cause, eg if:
 - Force majeure or other, from the DRESCHER Incoming & Tourismus GmbH due to circumstances beyond compliance;
 - Any reasons that make the contract impossible to fulfill;
 - Rooms and spaces at fault due to misleading or false essential information given by the customer such as the identity of the customer or the purpose of his stay;
 - When Drescher Incoming & Tourismus GmbH has reasonable cause to believe that the use of the hotel's facilities and services might compromise the normal function and smooth operation, safety or its reputation in public;
 - The purpose or the reason for the stay is illegal;
 - A breach of the above-mentioned item clause I., No. 2
 - Despite warning the customer continues to disturb the peace or noise regulations,
 - The customer is or acts unacceptably or particularly offensive towards other customer or customers or towards employees or employees of DRESCHER Incoming & Tourismus GmbH and despite warnings continues to do so.
4. Upon justified cancellation by the hotel does not entitle the customer for any compensation.

VI. Room Availability / Delivery and Return or Handover

1. The customer has no right to be provided with specific rooms unless the DRESCHER Incoming & Tourismus GmbH has confirmed the provision of certain rooms in writing.
2. Reserved rooms are available to the customer from 15:00 clock of the agreed date of arrival. A later arrival than 23:00Uhr must be communicated beforehand in writing or orally.
3. On the agreed day of departure, the room must be vacated or returned to DRESCHER Incoming & Tourismus GmbH by 11:00am. After that, DRESCHER Incoming & Tourismus GmbH may demand an appropriate charge for exceeding the contractual utilization due to the delayed vacating of the room of EUR 15,00 per hour. Contractual claims are not justified

hereby. The customer is free to prove that the DRESCHER Incoming & Tourismus GmbH did not refer this fact before.

VII. Liability of the Hotel, Limitation

1. The DRESCHER Incoming & Tourismus GmbH is liable for its obligations under the contract. Customer claims for compensation are excluded. This does not include damage resulting from injury to life, limb or health, if the DRESCHER Incoming & Tourismus GmbH is responsible for the breach of duty; other damage which is caused from an intentional or grossly negligent breach of DRESCHER Incoming & Tourismus GmbH and damage caused by an intentional or negligent breach of typical contractual obligations of DRESCHER Incoming & Tourismus GmbH. If a breach of duty of DRESCHER Incoming & Tourismus GmbH takes place, it will be represented by a legal representative or assistant. If you are experiencing disturbances, faults or interference or defects in the performance of DRESCHER Incoming & Tourismus GmbH, DRESCHER Incoming & Tourismus GmbH will endeavor immediately upon a customer complaint and take remedial action. The customer is obliged to do everything reasonable to contribute to remedying the disruption and to keep any possible damage at a minimum. Any failure of the customer culpably fail to report a disruption or defect voids the right to claim for a reduction of the agreed price as a compensation.
2. Drescher Incoming & Tourismus GmbH is liable for property brought in to the customer under the statutory provisions of § 701 et seq. of the BGB Civil Code. Accordingly, the liability is limited to 100 times the accommodation price for one day, but not exceeding € 3,500.00 - and deviating for money, securities and valuables up to a maximum of € 800.00. Money, securities and valuables can be kept up to a maximum of € 5,000.00 in the hotel or in the room safe. Drescher Incoming & Tourismus GmbH recommends making use of this option.
3. If the customer booked a parking space or a parking lot for an agreed fee, this does not constitute a safekeeping agreement. For loss or damage to the hotel property parked or motor vehicles and their contents Drescher Incoming & Tourismus GmbH is not liable, except for willful misconduct or gross negligence. For the preclusion of damage claims of the customer, the regulation of the previous paragraph VII.1 sentences 2 to 4 shall be applied.
4. Messages, mail and merchandise deliveries for guests are handled with care. Drescher Incoming & Tourismus GmbH is able to do the delivery, storage and - upon request - to send such items as well as of found items for a fee. Claims for damages are excluded, unless they are based on intent or gross negligence of DRESCHER Incoming & Tourismus GmbH or their legal representative or agent. Drescher Incoming & Tourismus GmbH is entitled to hand over to the local lost property office after a maximum of one month retention period and charging a reasonable fee for the aforementioned.
5. Claims for damages of the customer shall expire no later than two years by the time at which the host becomes aware of the damage or, regardless of such knowledge, after three years from the damaging event. This shall not apply to liability for damages arising from injury to life, limb or health as well as for other damages which are based on an intentional or grossly negligent breach of the contract with DRESCHER Incoming & Tourismus GmbH, a legal representative or vicarious agents.

VIII. Smoking Clause

1. It is strictly forbidden to smoke in all rooms and apartments.
2. If a customer does not respect the smoking ban by smoking in the room or apartment, he is bound to pay the full costs of all cleaning activities (eg cleaning of all objects and textiles by a contractor) and to pay a compensation for damage suffered. Drescher Incoming & Tourismus GmbH resulting loss of rent is also payable by the customer, in the amount of € 150.00. The customer has the right to prove that no damage has occurred at all or that it is substantially lower than the agreed amount.

IX. Final Clause

1. Amendments and supplements to the contract and the acceptance of these General Terms and Conditions should be made in writing. Unilateral amendments and supplements made by the customer are invalid. To comply with the specified in these Terms and Conditions in writing requirements is enough to submit or send the corresponding declaration by fax or email.
2. Place of fulfillment and payment is the head office of DRESCHER Incoming & Tourismus GmbH.
3. The exclusive jurisdiction area - also for check and exchange disputes is (if the other contract party or parties with DRESCHER Incoming & Tourismus GmbH are merchants or a legal person of public law - is the one of the head office of DRESCHER Incoming & Tourismus GmbH. If a contracting party fulfills the requirements of § 38 para. 2 ZPO and has no general jurisdiction in Germany, the place of jurisdiction is the one of the head office of DRESCHER Incoming & Tourismus GmbH.
4. If any provision of these terms and conditions can be invalid or void, the validity of the remaining provisions may not be affected. Otherwise, the statutory provisions apply.
5. The law of the Federal Republic of Germany applies, excluding UN Sales Convention and conflict-of-law rules.