

# General Terms and Conditions of Business and Use

Please read these General Terms and Conditions of Business and Use (GTCBUs) carefully and save a copy for your records.

Section A of these GTCBUs addresses the general terms and conditions and mandatory information. Section B addresses the terms and conditions for the use of the website and the booking process. Section C addresses the terms and conditions for contracts regarding the rental of hotel rooms for accommodation, along with all other services and deliveries of the hotel provided in this connection.

## A. General terms and conditions

### I. Definitions; scope of application

- These GTCBUs are based on the following definitions:
  - “Cancellation” is the declaration of withdrawal prior to the agreed or scheduled check-in.
  - “Consumer” means a natural person who concludes legal transactions for purposes which can predominantly be attributed neither to his commercial nor to his independent professional activity.
  - “Guest” means a person who concludes a Hotel Accommodation Contract.
  - “H-Hotels GmbH” is as a broker acting on behalf and in the name of the Hotel.
  - “Hotel” means any hotel of the H-Hotels Group, located in France, selected by the Guest via the Website.
  - “Hotel Accommodation Contract” means a contract regarding the rental of hotel rooms for accommodation, along with all other Services and deliveries of a Hotel provided in this connection.
  - “Professionals” are natural persons or legal entities or partnerships with legal capacity who, when concluding a legal transaction, act in the exercise of their commercial or independent professional activity.
  - “Services” means the provision of the room, the accommodation services, the food and beverage catering services, the sale of products, and other typical additional services provided by the Hotel.
  - “User” means a natural person visiting the Website.
  - “Website” means the Internet presence of H-Hotels GmbH (for example: [www.h-hotels.com](http://www.h-hotels.com)), regardless of the country code under which the User or Guest retrieves it.
- The User of the Website may become a Guest if he chooses to conclude a Hotel Accommodation Contract with the Hotel. For the sole use of the Website, Sections A and B of these GTCBUs apply to the User. For the Hotel Accommodation Contract, Sections A and C apply to the Guest.
- For the sole use of the Website, these GTCBUs apply if the User’s habitual place of residence is located in France.
- These GTCBUs apply to all Services of the Hotel(s) of the H-Hotels group located in France, which are made available to the User or Guest via the Website, by e-mail or by telephone, irrespective of the terminal device (for example PC, mobile phone) used to access the Services.
- Terms and conditions of business of the User or Guest shall only apply if they have been expressly confirmed in writing by H-Hotels GmbH or the Hotel. Amendments and supplements to the Hotel Accommodation Contract, to the acceptance of a booking request or to these GTCBUs require at least text form (for example by e-mail). Any amendments or supplements made by the User or Guest which have not been accepted by H-Hotels GmbH or the Hotel are invalid.
- Separate terms and conditions of business apply to the purchase of vouchers, the booking of hotel rooms for events, celebrations or conferences, and to catering services.

### II. Amendments

- H-Hotels GmbH is entitled to amend these GTCBUs with effect for the future. However, H-Hotels GmbH shall only make changes for good reasons, for example

if there are new technical developments, changes in case law or legislation or other equivalent reasons.

- If the amendment would significantly disrupt the agreements or the contractual balance between the contracting parties, it shall not be made. Any such amendment requires the consent of the User or Guest.

### III. Note on data protection

- Data protection is subject to the regulations of the European General Data Protection Regulation 216/679 (“GDPR”) and the French *Loi informatique et libertés* n°78-17.
- Particularly within the framework of the use of the Website (for example the contact form, the booking section) and contract processing, personal data of the User or Guest may be collected, stored and processed. The data shall be collected by H-Hotels GmbH in its capacity as data controller or data processor of the Hotel selected by the User or Guest, for the intended execution of the respective contract or order. The data may be forwarded to the Hotel selected by the User or Guest and / or processed to the extent necessary by the Hotel in its capacity as a data controller. The data will not be passed on to third parties without express prior consent or another justified legal basis.
- The detailed data protection rules of H-Hotels GmbH, which can be retrieved in the Privacy Policy available on the Website, apply.

### IV. Note on Consumer dispute resolution

- H-Hotels GmbH and the Hotel endeavour to settle any disagreements arising from Consumer contractual relationships in an amicable manner. In the event of any complaints, the User or Guest may contact [info@h-hotels.com](mailto:info@h-hotels.com).
- If no agreement is reached in an amicable manner within sixty (60) days, legal action is open.
- If the Customer is a Consumer and if no agreement can be reached, the Consumer may contact the consumer mediator to which the Hotel has adhered to, i.e. the European Mediator Association (*Association des Médiateurs Européens*, AME CONSO), free of charge, within one (1) year of the date of the written reclamation to the professional, in order to resolve any disagreements between him and the professional amicably.

The consumer mediator may be contacted:

- Either by completing the relevant form available on the AME CONSO website: <http://www.mediationconso-ame.com> or
- By letter, addressed to AME CONSO, 197 Boulevard Saint-Germain - 75007 PARIS.

### V. Note on the contractual language

- The Website provides the German language as a main language to the User.
- Parts of the Website are also displayed in other languages (such as French and English) after the User has made a corresponding selection for assistance; however, this only affects the choice of the contractual language if the User makes the entire booking via the Website in a language other than German, or if an express agreement on a contractual language other than German has been concluded in writing.

## B. Use of the Website and description of the booking process

### I. Role of H-Hotels GmbH

- H-Hotels GmbH provides information about the individual Hotels free of charge on the Website. The User can check room availability online and make reservations directly.
- It is understood that H-Hotels GmbH solely acts as a broker on behalf and in the name of the Hotel. If the User makes a reservation via the Website, H-Hotels GmbH acts solely as a broker vis-à-vis the User, arranging for the technical forwarding of the data entered by the User to the Hotel and for communication

and payment processing on behalf and in the name of the Hotel. As an intermediary, H-Hotels GmbH does not conclude a contract with the User. H-Hotels GmbH itself is not an organiser or travel agent within the meaning of the EU-Directive 2015/2302 of 25 November 2015 on package travel and linked travel arrangements or articles L. 211-1 and following of the French tourism code, unless it is expressly designated as such in the booking process. The booked accommodation Services and/or other related additional Services are not provided by H-Hotels GmbH itself.

3. H-Hotels GmbH undertakes to broker the booked Service(s) to the User exclusively with the diligence of a prudent businessperson. The successful performance or proper execution of the booked Service is solely within the scope of the Hotel Accommodation Contract between the Hotel and the Guest.
4. The User is also informed that H-Hotels GmbH is neither entitled, nor obligated to accept declarations and notifications relating to the Services of the brokered Hotels (for example within the scope of the Hotel Accommodation Contract). Corresponding declarations will be forwarded to the Hotel to the best of H-Hotels GmbH's knowledge, but must always be made in a timely manner to the respective contractual partner of the Guest, i.e. the individual Hotel.

#### **II. Conclusion of a Hotel Accommodation Contract, correction and storage of the Hotel Accommodation Contract's text**

1. By completing and submitting the online booking form on the Website, the User instructs H-Hotels GmbH to procure accommodation or other Services from the Hotel selected by the User. In doing so, H-Hotels GmbH does not offer the Services in its own name, but in the name and on behalf of the respective Hotel. The User can instruct H-Hotels GmbH to handle the procurement by telephone, letter and fax. H-Hotels GmbH may confirm a reservation or booking to the User in text form (for example by e-mail) on behalf of the Hotel.
2. The User is requested to carefully fill in the mandatory fields in the online booking form (in particular personal details and contact data, such as an e-mail address or payment details). Incorrect entries can lead to errors in the contract (for example the Hotel Accommodation Contract) concluded with the selected Hotel. The User may be held liable for any such errors.
3. Up to the point where the online booking form is sent, the User may correct or delete entries on the Website, by using the usual functions of the used end device (for example the "Return" button of the browser) until the online booking form is correct and complete.
4. H-Hotels GmbH shall store the text filled into the online booking form for a limited period of time, until the Hotel Accommodation Contract has been completely processed; thereafter, the data shall be blocked for further use or deleted, unless this conflicts with mandatory retention duties under commercial or tax law.

#### **III. User access to the Website**

1. The Website is accessible by everyone. To access and browse the Website, the User does not need to register and have an account. On the Website, the User can learn more about the Services and what H-Hotels GmbH and/or the Hotel offer. The User is also able to contact H-Hotels GmbH or the Hotel via the dedicated form.
2. When completing and submitting the online booking form, the User provides information that are deemed exact and up to date. It is his/her responsibility to ensure this information are and remain correct. The User agrees to keep his/her password confidential and will be responsible for all use of his/her account and password.
3. The User may not access or use the Website for any purpose other than that for which H-Hotels GmbH makes the Website available.
4. H-Hotels GmbH cannot guarantee the Website will be available at all times. H-Hotels GmbH may experience hardware, software, or other problems or need to perform maintenance related to the Website, resulting in interruptions, delays, or errors. The User agrees that H-Hotels GmbH has no liability whatsoever for any loss, damage, or inconvenience caused by User inability to access or use the Website during any downtime or discontinuance of the Website. Nothing in these

GTCBUs shall be construed to obligate H-Hotels GmbH to maintain and support the Website or to supply any corrections, updates, or releases in connection therewith.

#### **IV. Intellectual property**

1. H-Hotels GmbH and its cooperation partners (the "Authorised Parties") shall hold the exclusive intellectual property rights, rights of use for the Website and the protected architecture and/or content (for example logos, photos, images, graphics, descriptions, texts, graphic charter, architecture, software, source code, database, etc.) that can be retrieved via the Website. Any adoption of the Website by the User – be it in whole or in part by adopting photos, images, descriptions, texts, graphics, the design, graphic charter, architecture, software, source code, database or any other element protectable by an intellectual property right – is expressly prohibited and shall be considered as an infringement of H-Hotels GmbH's rights.
2. In deviation from paragraph 1, the User is strictly entitled to download, display and print out individual pages and / or sections of the Website exclusively for personal purposes (such as documentation of Hotel's details or the documentation of the booking). When using the Website content, the User is obligated to indicate the source in the file or printout by means of an easily understandable, clearly legible and firmly attached notice.
3. In particular, the User is not entitled (subject to the exception in the preceding paragraph 2) to modify, copy, transfer, assign, sell, distribute, exploit, display, publish, publicly perform, reproduce and/or licence the content, information, software, products or Services – or any part of these elements – that are attached or can be retrieved or viewed via the Website without the express prior written consent of the Authorised Party.

#### **V. Measures**

1. If there are concrete indications that a User culpably violates statutory provisions, the rights of third parties such as, in particular, name rights, copyrights and trademark rights or these GTCBUs, or if there is another justified interest on the part of H-Hotels GmbH, in particular to protect other users from fraudulent or other illegal activities, H-Hotels GmbH shall be entitled to take one or more of the following measures, taking into account the justified interests of the User concerned:
  - Warning of the User via the email indicated in his/her account;
  - Deletion, without previous warning, of any litigious content posted by the User on the Website;
  - Cancellation of reservation offers or other contents of the User;
  - Restricting the use of the Website by the User;
  - Barring of the User – temporarily or permanently – from the use of the Website (blocking) and the benefit of the products and Services the Website and each Hotel offer.
2. The aforementioned measures shall not affect Hotel Accommodation Contracts already concluded between the User and the Hotel.

#### **VI. Liability**

1. H-Hotels GmbH shall be liable towards the User according to statutory provisions.
2. A breach of duty by H-Hotels GmbH is equivalent to that of one of its statutory representatives or vicarious agents.

#### **VII. Choice of law, area of jurisdiction, final provisions**

1. All legal relationships between the User and H-Hotels GmbH are subject exclusively to the laws of France. With respect to Consumers (see Section A, Item I, No. 1), sentence 1 shall apply only to the extent that the choice of law does not undermine the protection of mandatory legal provisions of the country in which the Consumer has his or her habitual residence.
2. If the User is a Professional, a legal entity under public law or a special fund under public law, the exclusive area of jurisdiction for all disputes arising from the use of the Website – including disputes regarding cheques and bills of exchange – is the

Hotel's place of business. The same shall apply if the User does not have a general area of jurisdiction in France or if the User's place of residence or habitual residence is unknown at the time the action is brought. Mandatory statutory regulations regarding the area of jurisdiction shall remain unaffected.

## C. Terms and conditions for the Hotel Accommodation Contract

### I. Contractual partner, short-term booking

- Parties to the Hotel Accommodation Contract are the Guest specified in the booking process and the selected Hotel. The Hotel Accommodation Contract is concluded when the Hotel accepts the Guest's reservation request. The Hotel confirms the room reservation in text form.
- If the Guest has not made the reservation himself, but a third party has made the reservation with the Hotel on the Guests' behalf, the Guest shall make sure to obtain all relevant information regarding the reservation from that third party or the Hotel, in particular the reservation documents and the GTCBUs, in a timely manner.
- If there are less than twelve (12) hours between the reservation and the actual provision of the Hotel room (short-term booking), the Hotel Accommodation Contract can also be concluded by the actual provision of the Hotel room to the Guest.

### II. Information for online reservation

- The selection of rooms and Services on the Website does not constitute a binding contractual offer by the Hotel, but is an invitation to the User to submit an offer. After selecting the desired rooms and Services and entering his or her required personal data, the User submits a binding offer via the online reservation system on the Website by clicking the final button to submit the online booking form.
- The User can correct his or her selection and entries in the online reservation system up to the transmission of the online booking form using the functions of the browser, or can cancel the booking altogether. Each page and each step of the booking process contains the "Return" button, through which the User can return to the previous page and correct the selections and entries made, using the usual keyboard and mouse functions. In addition, the User's selections and entries are displayed once again in a final overview before the online booking form is submitted, and the User can also make corrections in this final overview by using the usual keyboard and mouse functions.
- The Hotel Accommodation Contract is concluded as soon as the Hotel accepts the reservation request. The User receives a booking confirmation (for example by e-mail) at the latest within twenty-four (24) hours of sending the booking form.
- The contract text of the Hotel Accommodation Contract shall be stored by the Hotel for a limited period of time and, for security reasons, can no longer be fully retrieved by the Guest via the Internet after the booking form has been sent. After the Hotel Accommodation Contract has been fully processed, the data shall be deleted or blocked for further use, unless this conflicts with mandatory retention duties under tax or commercial law.
- The communication required to conclude the Hotel Accommodation Contract is partly automated. It is the sole responsibility of the User to ensure that the receipt of e-mails relating to his or her booking is technically possible and, in particular, is not prevented by spam filters.

### III. Services, prices

- The Hotel shall be obligated to keep the rooms booked by the Guest at the Guest's disposal, and to provide the agreed Services. The Guest does not acquire a claim to the provision of certain rooms if this has not been expressly promised in writing by the Hotel (for example by e-mail).
- The subletting or reletting of the rooms provided along with their use for purposes other than accommodation are not permitted, unless H-Hotels GmbH or the Hotel have agreed in writing to the subletting or reletting or other use of the rooms provided.

- The Guest shall be obligated to pay the agreed or applicable prices of the Hotel for the provision of the room and the other Services used by him or her. This also applies to Services and expenses of the Hotel to third parties initiated by the Guest.
- In principle, package offers, special promotions, discounts or other rebates are not combinable. Special company prices relating to a person, which have been specifically negotiated by professionals and H-Hotels GmbH and/or the Hotel, are not transferable to third parties.
- The prices include the taxes and local charges applicable at the time of the conclusion of the Hotel Accommodation Contract. The prices do not include local taxes, which are owed by the Guest according to the respective local law (for example the visitor's tax). These are to be paid to the Hotel by the Guest and his or her travel companions on site according to the local rates.
- The Hotel may **reasonably** increase the price for the rooms and / or other Services provided by the Hotel if, after the Hotel Accommodation Contract has been concluded, the Guest requires a reduction in the number of rooms booked, in the Services provided by the Hotel, or in the length of the stay booked by the Guest or his or her travel companions.

### IV. Terms of payment

- Unless agreed otherwise, invoices of the Hotel shall be payable immediately upon receipt of the invoice, without any deduction. The Hotel shall be entitled to demand immediate payment of claims that are due at any time.
- Default in payment shall be determined according to the statutory provisions; the Hotel reserves the right to prove higher damages.
- If the Hotel Accommodation Contract has been concluded with a Professional, any sum not paid on the due date shall automatically entail the application of late payment penalties, calculated at a rate of three (3) times the legal interest rate in force, as well as a lump sum compensation for debt recovery costs of forty (40) euros, not subject to VAT. Where the recovery costs incurred are greater than the amount of this fixed compensation, the Hotel may request additional compensation, upon justification.
- The Guest may only offset an undisputed or legally binding claim against a claim of the Hotel.

### V. Security deposit, down payment

- Upon conclusion of the Hotel Accommodation Contract, the Hotel may require the Guest to provide adequate security, for example in the form of a credit card guarantee, or to make a reasonable down payment. The specific amount of the security deposit or the down payment along with the due dates shall be agreed separately and in writing. **[The statutory provisions for advance payments / security deposits for package tours remain unaffected.]**
- If there are justified reasons, in particular a considerable delay in payment on the part of the Guest or a considerable extension of the scope of the Hotel Accommodation Contract, the Hotel shall be entitled, even after conclusion of the Hotel Accommodation Contract and up to the beginning of the stay, to demand from the Guest an advance payment or provision of security within the meaning of paragraph 1 or an increase in the advance payment or provision of security agreed in the Hotel Accommodation Contract, up to the full agreed price.

### VI. Room handover, late return of room

- Unless otherwise agreed in individual cases, the room(s) shall be made available to the Guest from 3:00 p.m. on the agreed day of arrival and shall be vacated and returned to the Hotel no later than 12:00 (noon) on the agreed day of departure.
- Thereafter, if the room is vacated late, the Hotel may charge the Guest a usage fee corresponding to 50% of the full accommodation price (list price fixed by the Hotel without reductions) for use beyond the Hotel Accommodation Contract until 6:00 p.m., and 100% from 6:00 p.m. This shall not establish contractual claims on the part of the Guest. The Guest may prove that the Hotel has no claim to this usage fee, or a significantly lower claim.

## VII. Cancellation, non-utilisation of Hotel Services by the Guest

- The Guest may withdraw from the Hotel Accommodation Contract concluded with the Hotel if the Guest is entitled to a statutory right of withdrawal, if the Guest has booked a room with a free Cancellation option or the Hotel has granted the Guest a right of withdrawal in writing, or if the Hotel agrees in writing to a Cancellation of the Hotel Accommodation Contract.
- If the Guest cancels his or her reservation prior to the agreed or scheduled check-in (Cancellation) or does not appear after 6:00 pm on the day of arrival without having previously informed the Hotel of a later arrival ("No-show"), the Hotel shall be entitled to allocate the unused room(s) to another party.
- If a right of withdrawal has not been agreed upon or has already expired, and if there is no statutory right of withdrawal or termination, and if the Hotel does not agree to a Cancellation of the Hotel Accommodation Contract, the Hotel shall retain the right to the agreed Cancellation fee or No-show fee (as determined in the Cancellation Policy) despite the Guest's non-utilisation of the accommodation and Services :
  - Some reservations may be cancelled for free. In such a case, any monies paid in advance by the Guest in full ("Prepayment") or in part ("Down Payment") shall be reimbursed to the Guest in full.
  - Other reservations may not be cancelled for free. In such a case, any monies (Prepayment and Down Payment, qualified as "*arrhes*" under French law) paid in advance by the Guest shall be kept by the Hotel, unless agreed otherwise in writing.
- The Guest is encouraged to use the online Cancellation option of the booked room(s) on the Website. As an alternative, the Cancellation of the Guest must be declared in writing (for example by e-mail) and should, if possible, contain the reservation or booking number for the purpose of better assignability.

## VIII. Withdrawal of the Hotel

- If it has been agreed in writing that the Guest may withdraw from the Hotel Accommodation Contract free of charge within a certain period of time, the Hotel shall also be entitled to withdraw from the Hotel Accommodation Contract within said period of time if there are requests from other guests for the contractually reserved rooms, and the Guest does not waive the right to withdraw from the Hotel Accommodation Contract upon inquiry by the Hotel with a reasonable deadline. In such a case, the Hotel shall reimburse any Prepayment in full, or double of the amount of any Down Payment (qualified as "*arrhes*" under French law) paid in advance by the Guest. However, if the Guest is a Professional, the Hotel shall reimburse only the amount of the Down Payment paid in advance by the Guest.
- Furthermore, the Hotel shall be entitled to subject the Hotel Accommodation Contract to extraordinary termination upon the presence of an objectively justified reason, in particular, but not exclusively, if
  - an agreed and due contractual obligation of the Guest is not performed, even after a reasonable period for performance of such obligation has been set by the Hotel, or
  - rooms are booked intentionally with misleading or false information regarding material facts about the Guest, and the Hotel has suffered material damage as a result of such conduct, or
  - the Hotel has reasonable grounds to believe that the Guest's use of the Hotel's Services could endanger the smooth business operations, the security or the reputation of the Hotel in public, without this being attributable to the Hotel's sphere of control or organization, or
  - an event of force majeure or other circumstances for which the Hotel is not responsible make it impossible to fulfil the Hotel Accommodation Contract, or
  - the purpose and / or the reason for the stay is unlawful, or
  - there is a violation of the prohibition of subletting (see Section C, Item III, No. 2 of these GTCBUS).

The justified withdrawal of the Hotel shall not establish a claim for damages on the part of the Guest.

## IX. Warranty, period of limitations

- The statutory warranty regulations shall apply. In the event of disruptions or deficiencies in the Hotel's Services, the Hotel shall endeavour to remedy the situation as soon as it becomes aware of it or upon complaint by the Guest.
- Within the scope of his or her duty to mitigate damages, the Guest shall do what he or she can reasonably be expected to do to avoid further consequential disruptions and to minimize potential damages. The Guest agrees to notify the Hotel immediately of any disruptions, deficiencies or damages.
- In relation to Professionals, all claims of the Professional against the Hotel or H-Hotels GmbH shall be time-barred one (1) year after the statutory commencement of the limitation period, unless they comprise claims for damages based on an injury to life, body or health, or claims for damages based on an intentional or grossly negligent breach of duty by the Hotel or H-Hotels GmbH, or on an intentional or negligent breach of duties typical for the Hotel Accommodation Contracts by the Hotel. A breach of duty by the Hotel is equivalent to that of one of its statutory representatives or vicarious agents.

## X. Liability

- The Hotel's liability shall be governed by the statutory provisions.
- For items of the Guest brought onto the Hotel property, Articles 1952 to 1954 of the French Civil Code shall apply. The Hotel recommends that the Guest use the Hotel or room safe if one is available. If the Guest wishes to bring money, securities or other valuables with a value of more than EUR 3,500.00 or CHF 3,800.00 onto the Hotel property, this shall require a separate storage agreement with the Hotel.
- A breach of duty by the Hotel is equivalent to that of one of its statutory representatives or vicarious agents.
- The Hotel shall carry out wake-up calls and mail, message and package consignments with the diligence of a prudent businessperson.

## XI. Choice of law, area of jurisdiction

- All legal relationships between the Guest and the Hotel are exclusively subject to the laws of France. With respect to Consumers (Section A, Item I, No. 1), this section 1 shall apply only to the extent that the choice of law does not undermine the protection of mandatory legal provisions of the country in which the Consumer has his or her habitual residence.
- If the Guest is a Professional, a legal entity under public law or a special fund under public law, the exclusive area of jurisdiction for all disputes arising from the Hotel Accommodation Contract – including disputes regarding cheques and bills of exchange – is the Hotel's place of business. The same shall apply if the Guest does not have a general area of jurisdiction in France or if his or her place of residence or habitual residence is unknown at the time the action is brought. Mandatory statutory provisions regarding the area of jurisdiction shall remain unaffected.
- The contractual language is French, English or German (Section A, No. V of these GTCBUS applies accordingly).