

General Terms and Conditions for Hotel Accommodation

I. Scope of application

1. These General Terms and Conditions apply to contracts for the rental of hotel rooms and/or apartments for accommodation and all other related supplies of goods and services provided to customers by the Hotel. This includes use of the wellness and spa areas if available.
2. The customer's general terms and conditions will apply only if this has been expressly agreed in writing.
3. The respective house rules for the hotels and the house rules for the respective spa areas apply on a supplementary basis.
4. Notwithstanding these General Terms and Conditions, the General Terms and Conditions for Events apply to events that include catering.

II. Contract conclusion, partners, personal data

1. The contract is concluded upon acceptance of the customer's request by the Hotel (Falkenstein Grand and/or Villa Rothschild operated by Broermann Health & Heritage Hotels GmbH¹ and the Hotel Atlantic Hamburg operated by Atlantic Hotel Betriebsgesellschaft mbH²) which are hereinafter respectively referred to separately and collectively as the Hotel. The Hotel may provide written confirmation of the respective room and/or apartment booking.
2. The contractual partners the respective Hotel operating companies referred to above and the customer. If a third party has booked the room on behalf of the guest, they will be liable to the Hotel individually and severally with the guest for all obligations arising from the hotel accommodation contract provided that the Hotel has received a corresponding declaration from the third party.
3. The separate right to use the spa area is possible by purchasing the respective membership as provided below in Section XYZ.
4. Protecting personal data is important to the Hotel. Details regarding data protection, including further explanation of the rights to which the customer is entitled in this respect, can be viewed at any time under using the following link under the heading data protection policies:
<http://broermann-hotels.com/startseite/>

III. Spa / Fitness memberships

1. Use of the Hotel's spa, fitness and/or wellness area is only permitted for customers upon presentation of a valid membership card and/or customers with a room card. Membership cards are personal and may not be transferred. They must be submitted for purposes of identification upon every visit to a facility. The customer is obliged to ensure that their membership card is stored with due care. The Hotel must be notified of the loss of a membership card without undue delay. A processing fee of EUR 10.00 is due for the issuance of a new membership card. The Hotel must be notified in writing of any changes in address, name changes and changes to bank details without undue delay.
2. The Hotel's spa, fitness and/or wellness facilities may only be used during normal hours of operation. The Hotel reserves the right to make changes to fitness and spa offerings. The Hotel reserves the right to restrict access to the facilities for up to 5 days per month in the case of exclusive bookings to an extent that may be reasonable accepted by the customers. Notice of such restrictions will be provided at least seven days in advance in the form of postings in

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Tax number 003 228 49753 · VAT ID: DE 253 228 541

² Atlantic Hotel Betriebsgesellschaft mbH · An der Alster 72-79 · 20099 Hamburg, Germany
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the spa, fitness and/or wellness areas. Monetary compensation will only be paid in the event of the complete closure of all facilities included in the spa, fitness and/or wellness areas. Annual pool maintenance is expressly excluded from the obligation to pay compensation. On-site personnel is entitled to issue instructions to the extent necessary to maintain orderly operation of the Hotel's spa, fitness and/or wellness areas, or for purposes of order and security and compliance with house rules. Any such instructions must be followed.

3. The customer is obliged to pay the agreed monthly fee and the one-time greeting package in accordance with their membership agreement. Agreed prices include the respective statutory value added tax.
4. The fee shall be paid exclusively via SEPA debit charge procedure and will be debited by the Hotel on the 10th of each month. If the 10th falls on a weekend or holiday, the debit charge will be made on the following business day. The banking details along with consent to the direct debit procedure on the part of the account holder are provided in writing as part of the membership agreement.
5. The welcome package will be invoiced as part of the first account debit in accordance with the membership agreement.
6. In the event of a lack of cover or unjustified revocation or dishonoured or returned debit charges, the Hotel is entitled to charge the customer for the returned debit and include the amount in the next direct debit. In the event of return debits, the Hotel will charge EUR 6.00 including statutory value added tax as a return debit fee including postage plus any bank fees incurred.
7. Unless otherwise agreed, the contract term is twelve months.
8. The membership may be terminated by either party on one month's notice to the end of the minimum contract term.
9. Unless terminated, the contract is automatically renewed for an additional six months.
10. Following the expiry of such an extension, the notice period is one month to the end of the month.
11. Any notice of termination must be in writing. This is without prejudice to the right of extraordinary termination.
12. In the event of an illness certified by a doctor that lasts for at least one month, the membership can be temporarily suspended for the duration of the illness, provided that the illness precludes the use of the entire spa, fitness and/or wellness area. In the case of an illness that lasts for more than four weeks, the customer is released from the obligation to pay membership dues. Suspension of the membership ends upon cessation of the grounds for suspension. Medical certificates submitted at a later date cannot be considered.
13. The membership may be transferred to another person subject to a processing fee of EUR 10.00, including statutory value added tax, provided that there is no good cause to refuse such a transfer. Such good cause may relate to the identity of the person to whom the membership is to be transferred. Such a transfer is only possible from the 1st of the month following the month in which the transfer is made and must be made in writing.

IV. Services, prices, payment, set-off

1. The Hotel is obliged to reserve the rooms and apartments booked by the customer and to provide the agreed services.

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2. The customer is obliged to pay the current or agreed prices set by the Hotel for the room and/or apartment and for any other services used by the customer. This applies likewise to services and expenses incurred by the Hotel for third parties on the customer's request provided there is no direct contract between the customer and the third party and the Hotel has only facilitated the third-party service. The agreed prices are inclusive of the respective statutory value added tax applicable at the time of contract conclusion respectively. If the statutory value added tax is increased or decreased during the term of the contract, the fee for any services will be increased or decreased accordingly.
 3. The Hotel reserves the right to make annual price adjustments in the case of long-term rentals. In all cases, notice of a change will be based on changes in the price index published by the Federal Statistical Office and must be made upon the reasonable exercise of discretion.
 4. The Hotel may make its agreement to any retroactive reduction in the number of rooms/apartments booked, services provided by the Hotel or length of the customer's stay conditional upon an increase in price for the room/apartment and/or for other services in the reasonable exercise of the Hotel's discretion.
 5. Hotel invoices without a payment date are due for payment immediately without deduction. The Hotel may specify a different due date at any time for the benefit of the customer.
 6. The Hotel is entitled to require reasonable advance payment or a security deposit in the form of a credit card guarantee, a deposit, etc. at the time of conclusion of the contract with the customer. The amount of the advance payment and payment dates may be agreed in writing in the contract. For advance payments or security deposits for package holidays, the statutory provisions remain unaffected.
 7. In justified cases, e.g. customer payment arrears or extension of the scope of the contract, the hotel is entitled, even after contract has been agreed, but before the beginning of the customer's stay, to require an advance payment or security deposit within the meaning of no. 6, or an increase in the advance payment or security deposit agreed in the contract, up to the full amount of the payment agreed for room rental and services.
 8. The customer may only exercise a right of set-off or retention in relation to claims on the part of the Hotel based on claims that are undisputed or have been finally determined by a court or based on claims for compensation for damages due to non-fulfilment or reimbursement of expenses following a defect at the outset or arising during the course of the contract for which the Hotel is responsible based on intentional conduct or gross negligence. This is without prejudice to the customer's right to make a specific demand for the reimbursement of overpayments or other claims against the Hotel based on the contract for accommodations.
- V. Withdrawal by the customer (e.g. cancellation, rescission) / Non-utilisation of Hotel goods and services
1. The customer's cancellation of the contract concluded with the Hotel requires the Hotel's written consent. If this is not given, the contractually agreed price must then be paid even if the customer does not make use of the contractual services. This does not apply in cases in which it is no longer reasonable for the customer to adhere to the contract or otherwise has a statutory or contractual right of withdrawal.

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2. If a cut-off date for withdrawal from the contract at no cost is agreed between the Hotel and customer in writing, the customer may cancel the contract up until that date without incurring charges and at no risk of compensation claims by the Hotel. The customer's right of withdrawal lapses if they do not provide written notice of the exercise of the right of withdrawal by the agreed date or within the agreed period provided that the provisions of number 1, sentence 3 do not apply.
3. If rooms, apartments or other services are not used by the customer, the Hotel must apply credit for the income from renting the rooms or apartments to other parties during the identical period and also for saved expenses.
4. If the rooms or apartments are not rented to other parties, the Hotel may demand payment of the contractually agreed amount and calculate a flat deduction for any expenditure saved. In such cases, the customer is obliged to pay at least 90% of the contractually agreed price for accommodation without breakfast. The customer has the right to prove that such damages have not occurred or were incurred to a lesser degree.

VI. Cancellation by the Hotel

1. To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, the Hotel is entitled for its part to cancel the contract without charge during such period if there are enquiries from other customers regarding the contractually reserved rooms or apartments and the customer does not waive its right of rescission upon inquiry thereof by the Hotel.
2. The Hotel is likewise entitled to terminate the contract if an advance payment and collateral that has been agreed or requested in accordance with Section III no. 6 and/or 7 has not been provided - even following expiry of a reasonable grace period set by the Hotel.
3. Furthermore, the Hotel is entitled to exercise an extraordinary right to terminate the contract in exceptional, well-founded circumstances, including without limitation cases where
 - a) Force majeure events or other circumstances for which the Hotel is not responsible render fulfilment of the contract impossible;
 - b) Rooms or apartments are booked with misleading or false information regarding material facts, such as the identity of the customer or the purpose;
 - c) The Hotel has legitimate grounds to believe that use of the Hotel's services might jeopardize the smooth operation of the Hotel, its security or public reputation, without being attributable to the Hotel's sphere of control or organization;
 - d) The purpose or reasons for the stay are unlawful;
 - e) There is a breach Section I no. 2.
4. No claim for compensation may be made by the customer if the Hotel justifiably cancels the contract.

VII. Room and apartment provision, hand-over and return of possession

1. The customer does not acquire the right to be provided specific rooms or apartments.
2. Reserved rooms and apartments are available to the customer from 3 pm on the agreed day of arrival. The customer is not entitled to have a room made available at an earlier time.

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3. The customer shall vacate the room or apartment no later than 12 noon on the agreed check-out date. After such time, the Hotel may add a charge of 50% of the full accommodation rate (list price) for delayed vacation of the rooms and use beyond the agreed time through 6 pm and 100% thereafter. This does not give rise to any contractual claims on the part of the customer. The customer is at liberty to prove that the Hotel is entitled to no additional charge or a lower charge for the use of the room.

VIII. Subleasing

1. The prior written consent of the Hotel is required if rooms and/or apartments provided are to be sublet or rented to other parties or used other than for lodging purposes, whereby section 540 (1), second sentence of the German Civil Code is waived insofar as the customer is not a consumer.
2. Upon concluding a contract for accommodations with the Hotel, the customer assigns any subleasing revenue to the Hotel in advance in order to secure performance. They are obliged to provide the Hotel comprehensive information about any subleasing revenue they realise as well as their contractual partner.

IX. WiFi use

1. On request, the Hotel will arrange Internet access for the customer which is usually subject to a fee. The prices stated on most-current the price list apply. The Hotel merely facilitates access. User have no legal claim to uninterrupted use and/or a certain speed of Internet access against the Hotel. With regard to such issues, the Hotel assigns its respective claims for performance against the service provider to the customer. The WiFi network may be used after the access code has been provided, connection and authorisation by the service provider. In the case of minors, access will only be granted after submission of a consent form from a parent or guardian.
2. The customer and/or user undertakes to observe applicable laws and standards of common decency when using the Internet. Users undertake not to disseminate or retrieve any content that violates copyright or other legal provisions or is immoral, including without limitation:
 - a) Not to disseminate or retrieve any content that is unconstitutional, racist, glorifies violence or is pornographic;
 - b) Not to retrieve, reproduce, distribute or make available any copyrighted material;
 - c) Not to install or use any file-sharing programmes.The Hotel is entitled to block access immediately in the event that a customer and/or user breaches any of the obligations described above. The Hotel reserves the right to assert claims for damages. The Hotel expressly notifies the customer and/or user that making copyright-protected works available on the Internet constitutes a criminal offence; retrieval may also comprise a criminal offence itself.
3. The customer and/or user further undertakes to maintain the secrecy of passwords or access codes provided for WiFi access.
4. The Hotel expressly notifies the customer and/or user of the fact that the customer and/or user is responsible for protecting their respective devices against defective programmes (viruses, etc.) or attempted intrusion (hacking, etc.) from the Internet and for backing up their data.

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5. The Hotel shall not be liable for any damage incurred by the customer and/or user as a result of using Internet access, with the exception of damage caused by the Hotel intentionally or through gross negligence. This exclusion of liability does not apply to injury to life, limb or health.
6. The Hotel provides notice that it may be obliged to temporarily or permanently block specific addresses in the event of unlawful use by the customer or third parties. The right to impose blocks as described above is reserved and does not give rise to any claims for damages or warranty claims on the part of the customer.

X. GEMA registration

1. The Hotel expressly notifies the customer and/or user of the fact that a band, disc jockey or similar entertainment provider must register the event with the Gesellschaft für musikalische Aufführungs- und mechanische Vervielfältigungsrechte (GEMA). The customer expressly bears the obligation to register the event and may delegate this obligation to the band, DJ or similar entertainment provider. The customer expressly releases the Hotel from this registration obligation and shall indemnify the Hotel against any liability in this regard, including without limitation, any costs that may be incurred. The customer is notified of the opportunity to obtain information at <http://www.gema.de>.

XI. Corporate Identity

1. The complete name of the respective Hotel is "Falkenstein Grand", "Villa Rothschild" or "Hotel Atlantic Hamburg". The organiser / customer is obliged to use the correct name when indicating the event location.
2. Image, photo and video records, as well as the Hotel's logo, are subject to copyright protection. They may only be used (e.g. online for a blog) with the Hotel's written permission.

XII. Hotel liability

1. The Hotel is obliged to exercise the duty of care of an ordinary merchant in the performance of its obligations arising from the contract. Customer claims for compensation are excluded. The foregoing does not apply to liability for damages resulting from injury to life, limb or health, for other damages based upon an intentional or grossly negligent breach of obligation by the Hotel, and damages based upon an intentional or grossly negligent breach of obligations of the Hotel that are typical to the contract. The Hotel is liable for any breach of duty on the part of the legal representatives or vicarious agents of the Hotel in the same manner as its own. Should any disruptions to or defects in Hotel services occur, the Hotel will attempt to remedy the situation without undue delay once it is aware of the circumstances or has been provided immediate notice by the customer. The hotel is liable in accordance applicable statutory provisions for any property brought into the Hotel by the customer. Customers are advised to use the room safe. A separate custody agreement with the Hotel is required if the customer wishes to bring into the hotel money, securities and valuables worth more than EUR 800.00, or other items with a value of more than EUR 3,500.00.

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2. If the customer is provided a parking space in the Hotel garage or car park, this does not constitute a safekeeping agreement even if a separate fee is charged. The Hotel is not liable for any loss or damage to vehicles, or their contents, parked on Hotel property except in cases of wilful misconduct or gross negligence. Sentences two to four of the preceding no. 1 shall apply accordingly.
3. The Hotel exercises the utmost care when providing wake-up calls. Messages, post and merchandise deliveries for guests are handled with care. The Hotel will deliver, hold, and, upon request and payment, carry out forwarding of the same. Sentences two to four of the preceding no. 1 shall apply accordingly.
4. Items left behind by the customer will only be sent at the request, risk and expense of the customer. The Hotel will keep items for three months, after which they will be handed over to the local lost property office if they have any evident value. If the lost property office is not willing to accept such items, they will be held for an additional nine months after which they will be disposed of, or if disposition is not possible or economical, they will be destroyed. The preceding no. 1 shall apply accordingly with regard to the Hotel's liability.
5. The Hotel's liability is limited to a sum insured under the business liability insurance in the amount of EUR 30,000,000.00.

XIII. Duties of care / Customer's liability for damage

1. The customer is liable for all damage to buildings or fixtures caused by its employees, other third parties under their control or caused by the customer themselves. In the case of damages caused by the customer, the Hotel is entitled to charge for the cost of replacement / repair. The permissible floor load must not be exceeded when installing heavy equipment / objects.
2. In the case of long-term rentals, the customer is obliged to purchase household contents insurance with sufficient insurance cover and to provide verification of such insurance to the Hotel prior to the start of the tenancy, e.g. by providing an insurance certificate.
3. The customer is obliged to do what is reasonable to eliminate any disruption or defect that may occur and to mitigate any potential damage, including without limitation, by providing notice of the respective disruption or defect without undue delay.

XIV. Limitations period for claims against the Hotel

1. To the extent not otherwise agreed above, any claims against the Hotel will generally lapse after one year. Commencement of the limitations period is based on applicable law. Claims to compensation for damages will lapse five years after they arise, regardless of when they become known, unless based upon injury to life, limb, health or freedom. Such claims to compensation will lapse ten year after they arise regardless of when they become known. The limitation periods do not apply to claims based upon intentional or grossly negligent breach of obligations on the part of the Hotel.

XV. Final provisions

1. Changes and additions to the contract, to the acceptance of a request for accommodation or of these General Terms and Conditions should be made in writing. Unilateral changes or additions by the customer are invalid.
2. The place of fulfilment and payment is the registered location of the Hotel.

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3. In relation to commercial transactions - including disputes relating to checks and bills of exchange - the exclusive place of jurisdiction is the registered location of the Hotel. Insofar as a contracting party fulfils the requirements of section 38 (2) of the Code of Civil Procedure (ZPO) and has no general place of jurisdiction within Germany, the place of jurisdiction is the registered location of the Hotel.
4. German law applies exclusively. The application of the United Nations Convention on the International Sale of Goods and conflicts of laws principles are excluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remaining provisions shall remain unaffected thereby. The relevant statutory provisions shall apply in all other respects.

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