



General Terms and Conditions of Aspria Hotel

I. Applicability

1. The following General Terms and Conditions of business are valid for all contracts, provided that they fulfil the criteria of the German T's & C's law (AGB law).
2. These Terms and Conditions are valid in particular for contracts on the rental of hotel rooms for accommodation as well as all further services and deliveries provided by the hotel to the customer.
3. Subletting or reletting and the use for purposes other than those agreed require prior written consent.
4. The terms and conditions of the customer only apply if this has been agreed to in writing beforehand.
5. If the Hotel's other facilities are used by the customer these terms and conditions apply accordingly to the extent possible. For the use of the Aspria Spa + Sporting Club, Clause IX. below shall apply.

II. Conclusion of the contract; contract partners; liability under the contract; statute of limitations

1. The contract is concluded through the acceptance of the request of the customer by the hotel. It is up to the hotel to confirm the room booking in writing.
2. The contract partners are the hotel and the customer. If a third party has made an order for the customer, then he shall be liable with regard to the hotel together with the customer as joint liable parties for all obligations arising from the contract, provided that a corresponding declaration by the third party exists.
3. The hotel is liable for its obligations arising from the contract. In the area of untypical services liability is limited to wilful intent and gross negligence.
4. The statute of limitations for all claims by the customer is 6 months.
5. This limitation of liability and short statute of limitations deadline also apply to the benefit of the hotel in the case of violation of obligations upon initiation of the contract and with default in performance of the contract. They are not valid in cases cited under paragraph 309, subparagraph 7 of German Civil Code.

III. Services, Prices, Payment, Charging

1. The customer is obliged to pay the valid or agreed prices of the hotel for the hiring of the room and further services use by him. This is also valid for services and expenses of the hotel occasioned by him for third parties.
2. The agreed prices included the relevant statutory VAT. Should the period between the conclusion of the contract and the fulfilment of the contract exceed 4 months and the price charged for such services be increased in general by the hotel, then this can increase the contractually agreed price by a reasonable amount, however by 15% at the most.
3. Furthermore, the prices can be changed by the hotel if the customer later wishes to change the number of rooms booked, the services required from the hotel or the duration of stay of the guests and the hotel agrees.
4. Accounts payable which arise from the use of Aspria's services are payable in each case and must be paid after the use of the services upon leaving the hotel. If the services used by the customer are not paid after billing and upon leaving the hotel ("checking out"), Aspria has the right to charge this retrospectively to the customer's credit card. The customer irrevocably authorises Aspria to charge all of the customer's accounts payable to the credit card presented.
5. The right of the hotel to assert further damages caused by delay is reserved.

6. The hotel has the right to demand advance payment of a reasonable amount or a security deposit. The amount of the advance payment and the due date can be agreed in writing in the contract.
7. The customer can only settle or curtail a demand by the hotel with an undisputed or legally binding demand.

IV. Withdrawal by the Customer (Cancellation, Rescindment)

1. Withdrawal by the customer from the contract concluded with the hotel requires written confirmation by the hotel. Upon withdrawal the agreed price arising from the contract is then also to be paid if the customer does not use the contracted services. This is not valid in cases of delay in performance by the hotel or an impossibility of service provision for which it is responsible.
2. With rooms not used by the customer the hotel must deduct earnings from alternative rental of the room as well as the expenditure saved.
3. It is up to the hotel to calculate a flat fee for the losses caused. Provided that no other agreement has been made, the following cancellation costs shall be asserted: with cancellation up to 24 hours before arrival no cancellation fees shall be incurred, after this the full price of the room is due.

V. Cancellation by the Hotel

1. Providing that a right of cancellation by the customer within a particular period has been agreed in writing, the hotel has the right on its part to withdraw from the contract within this period if there are requests by other customers regarding the contractually booked rooms and the customer does not forego his right to withdraw upon enquiry by the hotel.
2. If an agreed advance payment is not made before the deadline, then the hotel also has the right to withdraw from the contract.
3. Furthermore, the hotel has the right in exceptional cases to withdraw from the contract due to an objective justifiable reason, for example in the case
 - o of force majeure or other circumstances for which the hotel is not responsible and which make the fulfilment of the contract impossible.
 - o that rooms are booked with misleading or false information regarding important facts, e.g. as to the identification of the customer or the purpose.
 - o that the hotel has justified cause to assume that the usage of hotel services can endanger the smooth operation of business, without this being apportioned to the domain or the organisation of the hotel.
 - o that a breach of number I, clause 1 of these General Terms and Conditions of Business exists.
4. The customer obliges himself to inform the hotel without delay, unprompted and at the latest when the contract is being concluded if the performance conditions and/or the event, be it due to its political, religious or other nature, is capable of provoking public interest or could comprise the interests of the hotel. Newspaper advertisements, other advertising measures and publications which feature a reference to the hotel strictly require the written consent of the hotel. If the customer breaches this obligation to make a declaration or if publication takes place without such consent, then the hotel has the right to cancel the event.
5. The hotel must notify the customer without delay of the exercising of the right to withdrawal.
6. An entitlement to damages by the customer does not result for legitimate withdrawal by the hotel. With the entitlement to damages of the hotel the statutory regulations apply.

VI. Preparation, Handover and Handing Back of the Room

1. The customer does not purchase the right to the provision of a certain room.
2. Rooms booked are available to the customer from 3.00 pm on the agreed day of arrival. The customer does not have the right to early provision of the room.
3. On the agreed day of departure the rooms are to be vacated and made available to the hotel by 11.00 am at the latest. Then the hotel can invoice 50% of the full room rate for the losses incurred by it for the additional usage of the room up to 6.00 pm, 100% from 6.00 pm. It is up to the customer to prove to the hotel that a significantly small or no loss has resulted.

4. All rooms are non smoking. Smoking in the rooms is not permitted and subject to a fine of €200.

VII. Liability of the Hotel

1. Liability in the area of services which are untypical – with the exception of the cases in paragraph 309, clause 7 – is limited to damages, consequential damages or disruption which can be traced back to wilful intent or gross negligence. The customer is obliged to make a reasonable contribution towards rectifying the disruption and to keep possible damages to a minimum.
2. For items brought to the hotel, the hotel is liable to the customer according to statutory regulations, which is up to one hundred times the room rate, to a maximum of €3,000.00, with money, share certificates or other valuables up to a maximum of 500.00 euros. The liability claims are forfeited if the customer does not notify the hotel without delay after obtaining knowledge of loss, destruction or damage (paragraph 703 German Civil Code). Money and valuable items can be stored in the hotel or room safe. The hotel recommends making use of this option. The statutory regulations are valid for the unlimited liability of the hotel.
3. Insofar as a parking space is made available to the customer in the hotel car park, also where a fee is charged, no contract for safekeeping arises from this. The hotel is not liable for the loss or damage to vehicles and their contents parked or manoeuvred on hotel property, except with wilful intent and gross negligence. This is also valid for the hotel's vicarious agents.
4. Instructions for wakeup calls are carried out with the greatest of care. Claims for compensation for damages, except due to gross negligence or wilful intent, are excluded.
5. Messages, post and the consignment of goods for guests are handled with care. The hotel undertakes the delivery, storage and – upon request – forwarding for a fee of the same. Claims for compensation for damages, except due to gross negligence or wilful intent, are excluded.
6. Objections to telephone bills can only be raised within one month after receipt.

VIII. Internet Usage and Respective Liabilities

1. An illegal or abusive use of the hotel's internet access is not allowed and prohibited. In particular, it is not allowed and prohibited
 - a) to send information and data of a commercial nature and/or for marketing purposes to third parties without being requested to do so (spamming),
 - b) to use peer to peer networks if up- or downloading of copyright-protected intellectual property without the permission of the owner is intended;
 - c) to spread and distribute illegal or immoral content and data;
 - d) to use applications which could destroy or change the physical or logical structure of the hotel's server, the hotel's network or any other servers or networks (e.g. viruses, spyware, dialers etc.).
2. The customer is obliged to protect the transmitted internet access data (username/password) from access by third persons. The customer shall not pass the internet access data to any third party. In case of any violation the internet access data may be deactivated by the hotel.
3. The customer is responsible for all contents and their legality which he up- or downloads from the internet. A review by the hotel does not take place.
4. In case of non-compliance with the above obligations or in case of any other illegal action, the customer shall be liable to the hotel for damages. The customer has in particular to indemnify and hold harmless the hotel from any third party claims on first demand and, in case the hotel settles any damages itself for avoiding further damages to compensate the hotel for all damages incurred (including costs of legal advice and defence).
5. The hotel is not responsible for any damages customers sustain while using the hotel's internet access with their own internet-devices. The customers must have his own spyware/virus protection or data security etc.

IX. Usage of Aspria Spa + Sporting Club

1. The customer is authorised to use the facilities of the Aspria Spa + Sporting Club (hereinafter the "Club") in accordance with the Club-Rules. The customer has in particular to seek the respective instruction of the Club-Personnel before any usage of the fitness-machines and has to pay attention to his actual physical and health conditions, in particular only carry out exercises in accordance with his actual physical and health conditions.
2. For damages of the violation of life, body or health which occur during the usage of the Club with the customer, the hotel is only liable if its representative and auxiliary person have caused such damages in a negligent or wilful manner. For any other damages which occur during the usage of the Club with the customer, the hotel shall only be liable if the hotel, the representatives and auxiliary person have caused such damages in a grossly negligent or wilful manner.
3. Valuables shall not be brought into the Club, or will be done at own risk. Any liability for the loss or damage of such valuables brought into the Club is fully excluded, unless the loss or damage is caused by the hotel, its representatives and its auxiliary person in a gross negligent or wilful manner.

X. Protection of data privacy

1. Aspria has the right to electronically process, save and transfer the following personal data: name, address, email address, fax and telephone number, mobile telephone number, customer's date of birth and customer number, unpaid accounts for which Aspria is entitled to payment by the customer
2. Personal data may be passed on to the following people or companies: credit card institutes/lawyers, debt collection agencies/all companies connected with the Aspria group of companies
3. According to the terms of the Federal Data Protection Law (Bundesdatenschutzgesetz) data may only be passed on as long as it is necessary to protect the valid interests of Aspria, the above-mentioned people and companies or the public good and only if such interests of the customer which are worthy of protection are not affected.

XI. Final Clauses

4. Alterations or additions to the contract, the acceptance proposal or these Terms and Conditions of Business require the written form. A change in the form also requires the written form. Unilateral alterations or additions by the customer are invalid.
5. The place of fulfilment and payment is the domicile of the hotel.
6. The sole jurisdiction is the domicile of the hotel. Provided that the contract partner does not have a general jurisdiction domestically, the jurisdiction of the domicile of the hotel is valid as being agreed.
7. German law applies.
8. Should individual clauses of these General Terms and Conditions of Business be or become ineffective or void for these T's and C's, then the effectiveness of the remaining clauses shall remain unaffected.

As of 20/11/2009