



## Welcome to the GHOTEL hotel & living Hannover!

Thank you very much for your request regarding conference facilities at GHOTEL hotel & living. Hereafter we have summarized the most important details of corresponding offers at GHOTEL hotel & living Hannover.

If you have further questions, we will be happy to answer them. The team of GHOTEL hotel & living Hannover will gladly assist you with your individual planning of your event.

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## Setting

The GHOTEL hotel & living Hannover is located in midst of a broad park in the quiet city district Kleefeld. In the immediate neighbourhood the stadium, the ice stadium, the zoo and the congress centre are situated. Numerous cost-free parking spaces make for a comfortable arrival without a search for parking space.

325 hotel rooms with contemporary furnishing are shaped by bright colours, clear lines and modern furniture. The rooms are divided among a main building and five adjacent neighbouring houses. They offer a view onto the green surroundings. Due to the low number of storeys of the building complex, the GHOTEL hotel & living Hannover fits harmonically into the extensive park. Here you can linger on a park bench to read a good book, to enjoy the calmness at the small hotel pond or to interpret your personal meaning into the big art sculpture in front of the hotel entrance. Especially conference guests appreciate this special atmosphere for concentrated and undisturbed working.

The GHOTEL hotel & living Hannover disposes of altogether 19 function rooms for seminars, workshops, conferences, private festivities or other events. The rooms are up to 500 square metres large and offer space for 400 persons. All rooms have daylight and are equipped with modern conference technology.

You can use the manifold hotel offer to which a library, an internet café and a restaurant with outdoor terrace belong. At the hotel restaurant we will pamper you with fresh ingredients and friendly service. This starts with an extensive breakfast buffet in the morning and goes on with a comprehensive food offer for lunch and for dinner. During conferences or events you can also count on the reliability and quality of the hotel restaurant.

If you want to discover the surroundings of the GHOTEL hotel & living Hannover on your own, hotel-own rental bikes are at your disposal. For example, we recommend a trip through the nearby city park "Eilenriede". It will be worth it.

The philosophy of GHOTEL hotel & living is to enthuse its guests through highest service orientation and friendliness. To achieve this, the team of the GHOTEL hotel & living Hannover is at your disposal round-the-clock. Our reception is occupied 24 hours every day for you. Please consult us if you have any questions or if you need further information. We will be happy to help you.

Methods of payment: Euro (cash), American Express, Diners Club, Maestro/EC-card, MasterCard, VISA.



## Location

The capital of Lower Saxony is an ideal destination for congress and conference event organisers. This is thanks to Hanover's central location in Germany and its proximity to the metropolises Berlin and Hamburg. The transport connection, with the car as well as with means of public transportation is excellent. Hanover captivates through several parks and has already been elected "Germany's greenest city". Furthermore numerous sights, such as the "Herrenhäuser Gärten" (gardens), the old city hall and the "Altstadt" (Old town district) with its historic buildings invite to a visit. Hanover is known world wide for its exhibitions such as the CeBIT, the industry exhibition and the IAA (International Automobile Fair) for commercial auto. The Expo city of the year 2000 however has a lot more to offer than one of the most important exhibition sites of the German republic. Especially in the culture and event sector Hanover is more and more making a name for itself: with the "Maschseefest", the world's biggest federal shooting festival, and the fire works competition the event organisers attract several million visitors to Hanover each year. In the city district of Kleefeld, a quiet residential area, and domicile of several banks and insurance companies, the GHOTEL hotel & living Hannover is located. The city centre, the exhibition site and the "Medizinische Hochschule" (medical university) can be reached in a short time. The nearby bus and train stations connect the GHOTEL hotel & living Hanover with the city centre and allow for mobility even without a car.



Main station/city centre	4,0	km	Exhibition site Hannover:	6,0	km
Train station Kleefeld:	1,0	km	Motorway A2:	7,0	km
Bus stop:	0,4	km	Airport Langenhagen:	20,0	km



## Conferences

In altogether 8 conference rooms and 11 seminar rooms we organize individual seminars, conferences, lectures, company and family anniversaries. All rooms have daylight with the possibility of dimming and are equipped with modern conference technology. Depending on room size and the chosen form of seating the rooms offer space for 400 persons

The standard furnishing of the rooms – exempt from charges – includes:





- Beamer
- Flip chart, paper and pens
- Pin board with matching paper and pens
- Presenter's suitcase
- Pointer
- Overhead projector
- Television set
- DVD- / CD-player
- Video cassette recorder
- Screen
- Waste paper basket
- Telephone

For an additional charge the following items can be ordered:

- Video camera
- Whiteboard
- Microphone set with hand microphone, clip-on microphone, headset
- Public address system
- Stereo and loudspeaker
- Copier
- Computer with established software for word processing, spread sheet, presentations, browser, internet access and (colour) printer

Additionally a transportable lectern is available at GHOTEL hotel & living Hannover, which we will make available for you if possible. All rooms have wireless internet access at surcharge.

## Room overview

Seating Room					Size (m <sup>2</sup> )	Surface area in metres (height x width x depth)
<b>Casino</b>	60	140	400	60	500	6,0 x 20,0 x 25,0
<b>Eilenriede I</b>	24	28	48	24	59,2	2,8 x 7,4 x 8,0
<b>Eilenriede II</b>	28	32	52	28	93,10	2,8 x 9,8 x 9,5
<b>Eilenriede I + II</b>	44	70	100	42	153,0	2,8 x 17,0 x 9,0
<b>Leibniz</b>	6	-	-	-	13,5	2,5 x 3,0 x 4,5
<b>Herrenhausen</b>	18	24	30	18	45,5	2,5 x 6,5 x 7,0
<b>Bahlsen</b>	16	16	25	8*	72,0	2,5 x 8,0 x 9,0
<b>Kleefeld</b>	12	-	-	-	27,0	2,5 x 9,0 x 3,0
<b>Kirchrode</b>	14	12	15	-	27,0	2,5 x 9,0 x 3,0
<b>180</b>	10	8	16	-	18,0	2,5 x 3,0 x 6,0
<b>280</b>	10	8	16	-	18,0	2,5 x 3,0 x 6,0
<b>324</b>	12	14	16	-	19,5	2,5 x 3,0 x 6,5
<b>366</b>	12	14	16	-	19,5	2,5 x 3,0 x 6,5
<b>116/130/216/230</b>	10	12	16	-	18,0	2,5 x 3,0 x 6,0
<b>343/349</b>	10	12	16	-	18,0	2,5 x 3,0 x 6,0

Legend:



Block



Parliamentary



Theatre style



U-form

\* The room is furnished with pillars. We will only arrange the seating in u-form on explicit request.



## Conference lump sums

### **Conference lump sum “Workshop“**

- Utilisation of the conference room including standard technology
- Coffee break in the morning and in the afternoon, each with pastries
- Lunch buffet or 3-course menu at choice of the chef

Per Person 32,50 €

### **Conference lump sum “Business“**

- Utilisation of the conference room including standard technology
- 2 soft drinks (0,2 l) per participant
- Coffee break in the morning and in the afternoon, each with pastries
- Lunch buffet or 3-course menu at choice of the chef
- one soft drink (0,2 l) per participant during lunch

Per Person 38,50 €

### **Conference lump sum “Konferenz“**

- Utilisation of the conference room including standard technology
- 2 soft drinks (0,2 l) per participant
- Coffee break in the morning with pastries, yogurt, and fruits
- Buffet or 3-course menu at choice of the chef for lunch and dinner
- Coffee break in the afternoon with cake
- one soft drink (0,2 l) per participant during each meal

Per Person 59,50 €

### **Conference lump sum “Konferenz plus“**

- Utilisation of the conference room including standard technology
- 2 soft drinks (0,2 l) per participant
- Coffee break in the morning with pastries, yogurt, fruits and hearty snacks
- Buffet or 3-course menu at choice of the chef for lunch and dinner
- Coffee break in the afternoon with fruit juices, cake and hearty snacks
- one soft drink (0,2 l) per participant during each meal

Per Person 64,50 €

Minimum attendance per lump sum: 10 persons. Variational lump sums are available on request.



## Single modules conference services

<input type="checkbox"/> Room leasing including standard technology all-day per square metre	Price: 3,00 €
<input type="checkbox"/> Room leasing including standard technology half-day per square metre	Price: 1,50 €
<input type="checkbox"/> Coffee break in the morning and	
<input type="checkbox"/> pastries	Price: 4,00 €
<input type="checkbox"/> yogurt and fruits	Price: 5,00 €
<input type="checkbox"/> pastries, yogurt and fruits	Price: 6,00 €
<input type="checkbox"/> fruit juices, hearty snacks, yogurt and fruits	Price: 7,50 €
<input type="checkbox"/> Coffee break in the afternoon and	
<input type="checkbox"/> pastries	Price: 4,00 €
<input type="checkbox"/> cake	Price: 5,00 €
<input type="checkbox"/> fruit juices, hearty snacks and cake	Price: 7,50 €
<input type="checkbox"/> one soft drink per participant (0,2 l)	Price: 2,00 €
<input type="checkbox"/> mineral water à 0,75 l (desired amount _____)	Price: 4,90 €
<input type="checkbox"/> fruit juice à 1,0 l (desired amount and kind _____)	Price: 5,90 €
<input type="checkbox"/> Buffet or 3-course-menu* for lunch without soft drinks	Price: 18,00 €
<input type="checkbox"/> Buffet or 3-course-menu* for lunch with one soft drink per participant (0,2 l)	Price: 20,00 €
<input type="checkbox"/> Buffet or 3-course-menu* for dinner without soft drinks	Price: 19,50 €
<input type="checkbox"/> Buffet or 3-course-menu* for dinner with one soft drink per participant (0,2 l)	Price: 21,50 €
<input type="checkbox"/> Bread rolls with cheese, ham, cold meat (per ½ bread roll)	Price: 1,90 €
<input type="checkbox"/> Bread rolls with ground pork, salmon, trout (per ½ bread roll)	Price: 2,40 €
<input type="checkbox"/> Finger food	Price: 4,50 €
<input type="checkbox"/> Welcome coffee	Price: 2,50 €

All prices apply to one participant each.

### Omission of room lease upon the following minimum consumption:

Casino	5000,00 €
Eilenriede I	599,00 €
Eilenriede II	999,00 €
Eilenriede I + II	1498,00 €
Herrenhausen	449,00 €
Bahlsen	699,00 €
Kleefeld	299,00 €
Kirchrode	299,00 €

\* Depending on the number of participants of your event and depending on the events which are also taking place in our hotel at the same time, our chef will decide between a buffet offer or a 3-course-menu. On agreement we will of course consider possible food allergies or diet specific requests of the participants.



## Catering

The hotel restaurant caters for the physical well-being of our guests at the GHOTEL hotel & living Hannover. It has an indoor and outdoor capacity of altogether more than 120 seats.

### Breakfast hours

Monday till Friday:	06.30 a.m.	-	10.00 a.m.
Saturday, Sunday, holidays:	07.00 a.m.	-	11.00 a.m.
Fair days	06.30 a.m.	-	11.00 a.m.

### Lunch buffet

Every day:	12.00 noon	-	12.00 midnight*.
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\* snack menu from 10 p.m. on

### Hotel bar

Every day:	11.00 a.m.	-	12.00 midnight
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### Outdoor gastronomy

The outdoor facility of the restaurant at the GHOTEL hotel & living Hannover has about 70 seats and offers a wonderful view on the hotel park. We recommend taking your meal here when the weather is nice.

Our restaurant team is looking forward to your visit.



## Social programmes

### Criminal Dinner

An exciting “Murder Mystery Dinner” in English tradition is awaiting you. While you are enjoying an opulent dinner, you will get involved in the dark secret of a tricky murder case and then you will get the opportunity to take part in the investigation by assisting our commissioner. You will interrogate suspects, analyse the evidence and, divided into investigation teams, you will unearth the truth by posing clever questions and comparing the statements. Who among the suspects has a motive for the murder or possible connections to the crime weapon and the victim? Are there alibis, which are not watertight? At the end of the investigation you will expose the real murderer through your team spirit and criminal serendipity and hand him over to the authorities.

<b>Event location:</b>	<b>GHOTEL hotel &amp; living Hannover</b>
Duration:	4 hours
Number of participants:	At least 5 persons
Content:	Up to 12 actors in elaborate costumes and accessories depict a criminal case, which has to be solved by the audience
Price:	Starting at 63,00 € per person (based on a assumed attendance of 90 to 101 persons)

### Hanover city rally

Indulge in a two hour riddle game and other activities in the capital of Lower Saxony! It is the ideal social programme for your conference or also suited as a client and staff event. Fun and communication are the secret to success of this entertaining rally, which will take you all across the “Altstadt” (old town district). Your company themes can be playfully demonstrated at the different stations.

<b>Event location:</b>	<b>City centre of Hanover</b>
Duration:	2 hours
Number of participants:	20 to 70 persons
Content:	Greeting of the participants, administration of the city rally, distribution of a road book, award ceremony, a rustic dish per person.
Price:	80,00 € per person

The social programmes listed here are offers of the company Hirschfeld Touristik Event GmbH & Co. KG and can be booked depending on availability.



## Rooms

The GHOTEL hotel & living Hannover has 321 rooms and 4 suites. It is thereby the second largest hotel of the capital of Lower Saxony. The rooms are distributed in the hotel as follows: 224 standard single rooms, 93 standard double rooms/twin bed rooms, 4 handicapped-friendly rooms and 11 superior double rooms. All rooms are furnished with contemporary furniture. They excel through bright colours and clear lines.

### Furnishing suites:

- separate living and bed room with two spacious rooms
- especially tasteful furnishing with a kitchenette
- shower/WC or bathtub/WC with additional beauty products
- hairdryer
- TV with cost-free access to pay-TV "Sky"
- telephone
- safe deposit box
- mini hi-fi system, fax machine and free wireless internet access

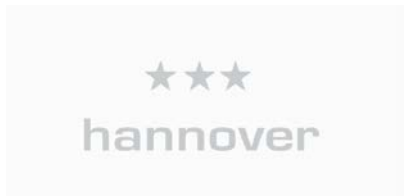
### Furnishing superior rooms:

- especially spacious rooms
- shower/WC with additional beauty products
- hairdryer
- TV with cost-free access to pay-TV "Sky"
- telephone
- safe deposit box
- free wireless internet access

### Furnishing standard room:

- shower/WC
- hairdryer
- TV with cost-free access to pay-TV "Sky"
- telephone
- safe deposit box
- partly with a kitchenette
- wireless internet access

On the day of arrival the rooms are ready for occupancy around 02.00 p.m.. On the day of departure the rooms are at your disposal until 11.00 a.m..



## Images



Lobby



View from outside



Breakfast room



Standard room



Seminar room



Hotel restaurant



## Checklist for your event

For the planning of your event we have put together this checklist. You can use it as an aid to memory for a preparation for a talk or fax it directly to GHOTEL hotel & living Hannover. Our fax number is +49 (0) 511 – 53 03-111.

Company: \_\_\_\_\_  
Contact person: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

### General information

Begin of event: \_\_\_\_\_  
Day \_\_\_\_\_ Time \_\_\_\_\_  
End of event: \_\_\_\_\_  
Day \_\_\_\_\_ Time \_\_\_\_\_  
Number of participants: \_\_\_\_\_  
Form of event: \_\_\_\_\_

### Standard equipment

- Flip chart, paper and pens
- Pin board with matching paper and pens
- Presenter's suitcase
- Pointer
- Overhead projector
- Television set
- DVD-/CD-player
- Video cassette recorder
- Screen
- Waste paper basket
- Telephone



## Checklist for your event

### Additional equipment at surcharge

- Video camera
- Microphone set with hand microphone, clip-on microphone, headset
- Public address system
- Stereo and loudspeaker
- Copier
- Computer with established software for word processing, spread sheet, presentations, browser, internet access and (colour) printer
- Other: \_\_\_\_\_

### Seating arrangement of the room

- Block
- Parliamentary
- Theatre style
- Chair circle
- U-form
- Committee table for \_\_\_\_ persons
- Stand-up reception
- Other: \_\_\_\_\_

### Conference lump sum

- Workshop
- Business
- Konferenz
- Konferenz plus
- Single conference modules (please fill out the form on page 7 and attach it to this document)



# Checklist for your event

## Which kind of catering do you wish during the event and at what time?

Please only select the kind of catering that is included in the previously selected conference lump sum.

- Welcome coffee                      Time: \_\_\_\_\_
- Coffee break in the morning      Time: \_\_\_\_\_
- Coffee break in the afternoon    Time: \_\_\_\_\_
- Lunch                                      Time: \_\_\_\_\_
- Dinner                                    Time: \_\_\_\_\_
- Other: \_\_\_\_\_                      Time: \_\_\_\_\_

## Overnight stay

Arrival: \_\_\_\_\_

Departure: \_\_\_\_\_

Number of single rooms with breakfast: \_\_\_\_\_

Number of double rooms with breakfast: \_\_\_\_\_

Other wishes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Contacting

Please send me an offer with an option of \_\_\_\_\_ days per method as follows. You can find my contact details at the top of this checklist.

- Mail
- Fax
- E-Mail



# General Terms and Conditions of GHOTEL GmbH

## 1. Scope of Application and Bases of the Agreement

1.1 These General Terms and Conditions – hereinafter “GTC” – shall form an integral part of the agreements with the hotels and the apartment buildings of GHOTEL GmbH, Graurheindorferstr. 92, 53117 Bonn – hereinafter “GHOTEL” – for the rental of premises for accommodation, of meeting and event premises and of other rooms (event tents, showcases, areas etc.) for the purpose of carrying out events and for all further services rendered to the Customer. They shall be applicable in relation to natural persons (consumers) and to natural persons or legal entities acting in the performance of their commercial or self-employed professional activities when the order is placed (entrepreneur) – hereinafter “Customer”.

1.2 Unless otherwise agreed in these GTC or by individual agreement, especially in the written rental agreement or in the booking confirmation, the prices set out in the current price lists for the hotels and apartment buildings shall be applicable. By receiving these Terms and Conditions without objecting, the Customer agrees to the exclusive applicability of these Terms and Conditions to the contractual relationship.

1.3 We hereby object to the applicability of any deviating general terms and conditions of the Customer, also in case they are transmitted to GHOTEL in confirmation letters or in any other way.

1.4 Any agreements to sublet or otherwise let the premises on lease or to allow the use of rooms for other purposes than accommodation require the prior written consent of GHOTEL, the provision in sec. 540 (1) sentence 2 BGB (German Civil Code) being inapplicable unless the Customer is a consumer.

## 2. Formation of Contract, Contractual Partners

2.1 The contract with the Customer is formed through the confirmation of reservation by GHOTEL; if this is not possible for reasons of time, when the rooms are made available or other services are provided. Should the contents of the confirmation of reservation deviate from the contents of the booking inquiry, the contents of the confirmation of reservation shall form the contents of the contract unless the Customer objects promptly upon their receipt, but no later than upon acceptance of the services.

2.2 The contractual partners are GHOTEL and the Customer. If a third party made the reservation for the Customer, he shall be liable to GHOTEL together with the Customer as a joint and several debtor for all obligations arising from the contract which is concluded.

## 3. Services, Prices, Payment, Set-Off

3.1 GHOTEL is obliged to make available the rooms booked by the Customer and to perform the agreed services.

3.2 The Customer is obliged to pay the applicable or agreed prices of GHOTEL for the availability of the rooms and for the further services rendered to him. The same goes for the services and outlays to third parties made by GHOTEL on behalf of the Customer.

3.3 The agreed prices include the statutory value added tax. If the VAT rate changes by the day on which a service is rendered, the agreed prices shall change accordingly; GHOTEL has the right to demand additional payment for any increased VAT. If the time period between the conclusion of the contract and the performance of the contract exceeds four months, and the price charged by GHOTEL generally for such services increases, GHOTEL can reasonably increase the contractually agreed price, but by no more than 5%. For every further year between the conclusion of the contract and its performance after four months, the upper limit shall rise by a further 5%.

3.4 The prices can also be changed by GHOTEL if the Customer subsequently desires a change of the number of rooms booked, of other services or of the duration of the stay by the guests, and if GHOTEL agrees thereto.

3.5 The agreed prices as well as any expenses incurred are due and payable without any deduction immediately after receipt of the invoice. In the event of default in payment, GHOTEL has the right to demand payment of the statutory default interest in the current amount of 8% or, in the case of a legal transaction involving a consumer, 5% above the base interest rate. GHOTEL reserves the right to prove greater damage. For every reminder during any time of default, the Customer must pay a reminder fee of €5 to GHOTEL. All further collection costs shall be borne by the Customer.

3.6 GHOTEL has the right to demand reasonable advance payment or security at the time of the conclusion of the contract or thereafter, taking account of the legal provisions for package trips. The amount of the advance payment and the payment dates can be agreed on in writing in the contract.

3.7 The Customer may set off claims from the claims of the hotel, or reduce payments, only if his claims are undisputed or have been awarded by final and non-appealable judgement.

## 4. Cancellation by the Customer (Cancellation of the Reservation / No Show)

4.1 Any cancellation by the Customer of the contract concluded with GHOTEL is excluded. The cancellation of the contract concluded with GHOTEL requires the written consent of GHOTEL. If this is not given, the contractually agreed price must be paid even if the Customer does not benefit from the contractual services.

4.2 If a date was agreed on in writing between GHOTEL and the Customer for the cost-free cancellation of the contract, the Customer can cancel the contract until then without giving GHOTEL any payment or damage claims. The Customer's cancellation right becomes extinct if he does not exercise his cancellation right in writing to GHOTEL by the agreed date.

4.3 For services not claimed by the Customer, GHOTEL must give the Customer credit for the income from otherwise renting out the premises and for the saved expenses.

4.4 GHOTEL shall be free to demand the contractually agreed remuneration and to deduct a lump sum for saved expenses. In this case, the Customer is obliged to pay at least 80% of the contractually agreed price for the overnight stay(s), with or without breakfast, and for events or, as the case may be, 70% for half pension and 60% for full pension arrangements.

4.5 The Customer shall be free to prove that the claim referred to above does not exist at all or not in the amount claimed.

## 5. Cancellation by GHOTEL

5.1 If a cost-free cancellation right for the Customer within a certain period was agreed on in writing, GHOTEL shall also have the right within this time to cancel the contract, provided other customers have inquired for the contractually reserved rooms and the Customer does not waive his cancellation right at the request of GHOTEL. The same shall apply if an option is granted, if there are other inquiries, and the Customer is not prepared in response to a request by GHOTEL to make a firm reservation within a period fixed by GHOTEL. Firm reservation means in this case that a contract is formed on that day and the originally agreed cost-free cancellation period is no longer effective.

5.2 If an advance payment agreed on, or demanded pursuant to 3.6 above, is not made even after a reasonable additional deadline fixed by the hotel, GHOTEL shall also have the right to cancel the agreement.



# General Terms and Conditions of GHOTEL GmbH

5.3 GHOTEL can terminate the contract without notice on objectively justified grounds, for example if

5.3.1 force majeure or other circumstances which GHOTEL is not responsible for make the performance of the agreement impossible,

5.3.2 misleading or wrong information regarding important facts, e.g. the Customer's identity or the purpose of the reservation, is given when rooms are reserved,

5.3.3 the Customer culpably fails to perform an essential contractual duty incumbent upon him or his duty to make an agreed advance payment or to pay for some other claim, in spite of maturity and a reminder,

5.3.4 insolvency or composition proceedings are instituted in respect of the Customer's assets, an application for the institution of such proceedings is rejected for lack of assets, or the Customer affirms in lieu of an oath the completeness and correctness of a list of his assets and income,

5.3.5 GHOTEL has reason to believe that the performance of the contractual services to the Customer can endanger the smooth business operations, the safety or reputation of GHOTEL, unless GHOTEL is responsible for this,

5.3.6 there is a violation of Clause 1.4.

5.4 In the event of a justified cancellation by GHOTEL, the Customer shall have no damage claims.

5.5 GHOTEL can stop unauthorized job interviews, sales and similar events, or demand that they be stopped.

5.6 If, in the event of cancellation pursuant to nos. 5.2, 5.3 and 5.5 above, GHOTEL has a damage claim against the Customer, GHOTEL can demand a lump sum. Clause 4.4 sentence 2 and 4.5 shall apply analogously.

## 6. Availability of the Rooms

6.1 The Customer is not entitled to demand that certain rooms or premises be made available.

6.2 Reserved rooms will be available to the Customer from 2 p.m. on the agreed arrival date. The Customer is not entitled to any earlier availability. Unless a later arrival time is expressly agreed on, or advance payment for the room is made, GHOTEL reserves the right to pass on reserved rooms without entitling the Customer to derive compensation claims from this.

6.3 On the agreed departure day, the rooms must be made available to GHOTEL clear and free by 11 a.m. If the Customer does not ensure that the rooms will be available by that time by vacating the room, GHOTEL can demand payment of the full price for the further day. Further damage claims shall remain unaffected for GHOTEL by payment of the price for the room. If GHOTEL is obliged because of the belated evacuation of the premises to arrange for accommodation for guests in another hotel, the Customer shall bear all costs incurred for this. No contractual claims shall be constituted thereby for the Customer. He shall be free to prove that GHOTEL has no claim, or only a far smaller claim, to compensation for use.

## 7. Liability

7.1 GHOTEL shall be liable for the performance of its obligations under the agreement with the due care of a prudent businessman. All damage claims shall be excluded for the Customer. Exempt from this is any damage caused by loss of life or personal injury, if GHOTEL is responsible for the breach of duty, other damage arising from an intentional or grossly negligent breach of duty by GHOTEL, and damage based on an intentional or negligent violation of typical contractual duties by GHOTEL. Any breach of duty by a legal representative or vicarious agent shall constitute a breach of duty by GHOTEL. In the event of a disruption or defect affecting the services of GHOTEL, GHOTEL shall endeavour to remedy the situation upon taking note thereof or upon the Customer's prompt complaint. The Customer is obliged to do everything reasonable to remedy the defect and to keep any possible damage as low as possible.

7.2 GHOTEL is liable to the Customer for things brought in according to the statutory provisions, i.e. up to one hundred times the price for the room, but no more than €3,500, and for money, securities and valuables up to €800, provided they were kept in a locked safe. The Customer has no liability claims if he fails to promptly inform GHOTEL after he becomes aware of a loss, destruction or damage (sec. 703 BGB). GHOTEL shall be liable only if the rooms or containers in which the things were located were locked.

7.3 If a parking place is made available to the Customer in a hotel/apartment building parking garage or on an outside hotel/apartment building parking area of GHOTEL, no contract for the safekeeping of the car by GHOTEL shall be formed thereby, even if the parking place is provided for a fee. If motor vehicles parked or moving on the hotel/apartment building premises of GHOTEL and their contents are lost or damaged, GHOTEL shall not be liable. GHOTEL has no duty of supervision. Sentences 2 to 4 of number 1 above shall apply analogously. GHOTEL must be informed promptly of any damage.

7.4 The use of leisure facilities in the hotels and apartment buildings of GHOTEL, e.g. saunas, sports rooms, shall be at the Customer's own risk.

7.5 Anything belonging to the Customer which is left behind will be sent to the Customer only at his request, risk and expense. GHOTEL shall keep the things for three months; thereafter they shall be delivered to the local lost and found office, provided they have a recognizable value. If there is no recognizable value, GHOTEL reserves the right to destroy such things after the expiry of the three-month period.

## 8. Limitation

All contractual claims against GHOTEL shall be time-barred one year after the beginning of the statutory limitation period. Damage claims shall be time-barred after five years regardless of knowledge. The shorter limitation periods shall not apply to claims arising from an intentional or grossly negligent breach of duty by GHOTEL.

## 9. Other Provisions

9.1 Any oral side agreements as well as the exclusion, amendment of and/or addition to these Terms and Conditions must be explicitly acknowledged in writing by GHOTEL to be effective. The same applies to any waiver of this written-form requirement.

9.2 Any assignment of rights by the Customer requires the prior written consent of GHOTEL.

9.3 The exclusive place of jurisdiction – also for disputes involving cheques and bills of exchange – is Bonn for commercial transactions. Insofar as a contracting party fulfils the preconditions of sec. 38 (2) ZPO (German Code of Civil Procedure) and there is no general place of jurisdiction in Germany, the place of jurisdiction is Bonn.

9.4 German law shall be applicable exclusively. The applicability of UN sales law and of private international law is excluded.

9.5 Should any provision of these General Terms and Conditions be ineffective or invalid, the validity of the remaining provisions shall not be affected thereby. Other than that, the provisions of the law shall apply. The parties undertake to replace the invalid provision by a valid one which most effectively serves the purpose and intent of the invalid provision.