

Contractual Relationship

The contract is concluded through the order confirmation of Hackmann Hotels GmbH & Co. KG with the customer (uniform designation for purchaser, organizer, guest, etc.), either verbally or in writing. A unilateral termination of the accommodation contract without the consent of Hackmann Hotels GmbH & Co. KG is not possible. Only these terms and conditions are part of the contract; any terms and conditions of the customer are not recognized.

These terms and conditions apply to all services provided by Hackmann Hotels GmbH & Co. KG in the hotel, restaurant, and leisure sectors, in particular for the provision of hotel rooms, conference and banquet rooms, and other premises/areas of Hackmann Hotels GmbH & Co. KG, as well as the associated leisure facilities. Hackmann Hotels GmbH & Co. KG may demand a reasonable advance payment from the customer and/or a third party. For bookings of overnight stays, banquets, events, and especially group trips, Hackmann Hotels GmbH & Co. KG may demand an appropriate deposit of up to 50% of the agreed price. Subletting or re-letting requires the written consent of Hackmann Hotels GmbH & Co. KG.

Prices

Prices are determined according to the price list valid at the time of service provision. These are stated in the order confirmation. If more than 3 months lie between the conclusion of the contract and the provision of services, Hackmann Hotels GmbH & Co. KG is entitled to make price adjustments. For long-term agreements regarding conferences/events/accommodation, a deposit of 50% must be paid to Hackmann Hotels GmbH & Co. KG no later than 4 weeks before the booked date. Otherwise, our general terms and conditions regarding payment and cancellation deadlines apply.

If a minimum turnover has been agreed upon and this is not achieved, Hackmann Hotels GmbH & Co. KG may claim 60% of the difference as lost profit, unless the customer proves lower or Hackmann Hotels GmbH & Co. KG proves higher lost profit.

Exceptions to this regulation are governed by package agreements/company contracts, which must cover a period of at least 12 months. These contracts must be renegotiated annually.

Withdrawal

In concluded hotel accommodation contracts, from which the customer may withdraw in writing without cancellation fees only up to an agreed option date, the right of withdrawal also expires for the customer, including tour operators, if the withdrawal has not been declared in writing to Hackmann Hotels GmbH & Co. KG within the period stated in the reservation. If Hackmann Hotels GmbH & Co. KG has not specified a deadline, withdrawal can be declared no later than one month before the start of the service provision (received in writing by Hackmann Hotels GmbH & Co. KG).

In cases of force majeure or other reasons beyond the responsibility of Hackmann Hotels GmbH & Co. KG, particularly those outside its sphere of influence, Hackmann Hotels GmbH & Co. KG reserves the right to withdraw from the contract without the guest being entitled to compensation. Naturally, Hackmann Hotels GmbH & Co. KG will make every effort to provide suitable alternatives.

If the guest does not make use of the reserved room without timely cancellation, they remain obliged to pay the agreed total price of the first travel day including the first overnight stay, less saved expenses, regardless of the reason for the change. The amount of saved expenses generally amounts to 20% of the accommodation costs including breakfast buffet, 30% for half board, and 40% for full board of the agreed accommodation price.

For group travel, the following cancellation conditions apply:

Accommodation up to 10 persons

- Up to 3 days before arrival: free of charge
- Up to 1 day before arrival: 80% of the agreed total price of the first travel day including the first overnight stay
- On the day of arrival: full total price of the first travel day including the first overnight stay

Accommodation from 11 persons

- Up to 21 days before arrival: free of charge
- Up to 14 days before arrival: free of charge if fewer than 50% of group participants cancel; otherwise 50% of the agreed total price of the first travel day including the first overnight stay
- Up to 3 days before arrival: 80% of the agreed total price of the first travel day including the first overnight stay
- Less than 3 days before arrival: full total price of the first travel day including the first overnight stay and 80% for subsequent days if the booked service cannot otherwise be resold

Accommodation from 20 persons

- Up to 90 days before arrival: free of charge
- Up to 21 days before arrival: free of charge if fewer than 50% of group participants cancel; otherwise 50% of the agreed total price of the first travel day including the first overnight stay
- Up to 3 days before arrival: 80% of the agreed total price of the first travel day including the first overnight stay

- Less than 3 days before arrival: full total price of the first travel day including the first overnight stay and 80% for subsequent days if the booked service cannot otherwise be resold

Otherwise, claims for damages in case of failure in the gastronomy or accommodation sector pursuant to §§ 288, 289 (default interest) remain unaffected and are subject to the decision of Hackmann Hotels GmbH & Co. KG.

In all cases, the guest retains the right to prove lower damages, and Hackmann Hotels GmbH & Co. KG retains the right to prove higher damages.

For all services, the customer must provide Hackmann Hotels GmbH & Co. KG with the number and names of participants no later than 5 working days (120 hours) before the service date. If fewer participants attend than agreed and the customer has not cancelled in writing at least 24 hours before the start of the event, the customer must pay according to the contractually agreed number of participants. If more participants attend, billing will be based on the actual number of participants, and the contractual conditions automatically apply to these participants as well.

For events extending beyond the contractually agreed period, or otherwise past 24:00 (midnight), Hackmann Hotels GmbH & Co. KG may charge additional expenses, in particular for subsequent services, difficulties, and staff.

The following cancellation periods apply for events and the use of leisure facilities:

- Up to 20 days before the event: free of charge if Hackmann Hotels GmbH & Co. KG can rent to others
- Up to 15 days before the event: full total price, unless Hackmann Hotels GmbH & Co. KG can rent to others
- Up to 8 days before the event: full total price plus 10% of lost revenue (at least the banquet menu price × number of registered persons)
- Less than 8 days before the event: full total price plus 20% of lost revenue (at least the banquet menu price × number of registered persons)

The organizer retains the right to prove lower damages, and Hackmann Hotels GmbH & Co. KG retains the right to prove higher damages. Here too, events continuing beyond midnight will, unless otherwise agreed, be invoiced separately by Hackmann Hotels GmbH & Co. KG. Special services that become unusable due to cancellation must also be reimbursed. The organizer is liable for losses or damage caused by themselves, their staff, assistants, or event participants. It is the responsibility of the organizer to take out appropriate insurance. Hackmann Hotels GmbH & Co. KG may request proof of such insurance.

Orders

Hackmann Hotels GmbH & Co. KG endeavours to carry out wake-up calls with the diligence of a prudent merchant.

Messages, mail, and goods intended for the customer will be handled with such diligence. Hackmann Hotels GmbH & Co. KG assumes temporary custody, delivery, and, upon request and for a fee, forwarding of the same.

Any liability of Hackmann Hotels GmbH & Co. KG for such services is excluded.

Items left behind by the customer will only be forwarded upon request, at the risk and expense of the customer. Hackmann Hotels GmbH & Co. KG stores such items for 6 months in accordance with legal regulations and may charge a reasonable fee for storage. After this period, items with recognizable value will be handed over to the local lost-and-found office or may be auctioned by Hackmann Hotels GmbH & Co. KG.

Parking

If the customer is provided with a parking space on the hotel premises, even for a fee, this does not constitute a safekeeping agreement. Hackmann Hotels GmbH & Co. KG has no obligation to monitor. Hackmann Hotels GmbH & Co. KG is liable only for direct damages to the vehicle that are due to a defect already existing at the time of handing over the parking space, and at most up to the insurance-related current market value of the vehicle. Damages must be reported to Hackmann Hotels GmbH & Co. KG no later than upon leaving the premises.

Duty of Care

Hackmann Hotels GmbH & Co. KG is liable with the diligence of a prudent merchant. Should disruptions or defects occur in the services of Hackmann Hotels GmbH & Co. KG, the company will, upon immediate complaint by the customer, endeavour to provide remedy.

Irrespective of previous regulations and §§ 701 ff. BGB (German Civil Code), Hackmann Hotels GmbH & Co. KG is only liable in cases of intent or gross negligence by the company's legal representatives or senior executives. Safekeeping requires prior express agreement. Offsetting, reduction, or retention are permissible for the customer only in the case of undisputed or legally established counterclaims.

Any liability of Hackmann Hotels GmbH & Co. KG – aside from §§ 701 ff. BGB – is limited in amount to the level of the agreed rental price. The limitation period for all customer claims is 6 months from the termination of the contract. This limitation of liability and short

limitation period also apply in favour of Hackmann Hotels GmbH & Co. KG in cases of breaches of obligations during contract initiation, positive breach of contract, and tort.

Force Majeure

In cases of force majeure (fire, strike, weather conditions unusual for the region such as extreme hailstorms, or similar), or other reasons not attributable to Hackmann Hotels GmbH & Co. KG, or circumstances impairing Hackmann Hotels GmbH & Co. KG (e.g., reputational risk, particularly those outside its sphere of influence), Hackmann Hotels GmbH & Co. KG reserves the right to withdraw from the contract without the customer having any claim, e.g., for damages.

Other Damages

For damages or losses occurring during the contractual period, the customer is liable to Hackmann Hotels GmbH & Co. KG, unless the damage lies within the responsibility of Hackmann Hotels GmbH & Co. KG or was caused by a third party and that third party provides compensation – each of which must be proven by the customer.

Increased Cleaning Costs / Smoking in Non-Smoking Rooms

The hotel reserves the right to charge an additional cleaning fee for significant soiling of the room beyond the normal level. The fee depends on the cleaning effort required. An additional cleaning fee of €180 may also be charged if smoking occurs in a designated non-smoking room

Additional Decorations

The installation of decoration materials or similar items, as well as the use of Hackmann Hotels GmbH & Co. KG premises outside the rented rooms (e.g., for exhibitions), requires written consent from Hackmann Hotels GmbH & Co. KG and may be made subject to payment of an additional fee. Such items and other objects brought in by the customer must comply with local fire safety and other regulations.

If they are not removed immediately, but no later than within 12 hours after the end of the event, Hackmann Hotels GmbH & Co. KG will store them, for which the customer owes reasonable compensation, at least equivalent to the rental costs of the used room. Substantial waste left behind by the customer may be disposed of by Hackmann Hotels GmbH & Co. KG at the customer's expense.

Official Permits

The customer is responsible for obtaining, in good time and at their own expense, the official permits/authorizations required for an event. They are responsible for complying with public regulations and other requirements. Fees payable to third parties for events, in particular GEMA fees, entertainment tax, etc., must be paid by the customer directly to the creditor, unless otherwise agreed in the service contract with Hackmann Hotels GmbH & Co. KG.

Additional Procurement

Insofar as Hackmann Hotels GmbH & Co. KG procures technical or other equipment from third parties for the customer, it acts with authorization and on behalf of the customer. The customer is liable for careful handling and proper return of the equipment and indemnifies Hackmann Hotels GmbH & Co. KG from all claims of third parties arising from the transfer

Additional Catering Services

The customer is generally not permitted to bring their own food and beverages into Hackmann Hotels GmbH & Co. KG for self-consumption. In exceptional cases, an agreement may be made, but at least a service charge or corkage fee will be applied.

Publicity

The customer undertakes to inform Hackmann Hotels GmbH & Co. KG immediately and without request, but before the conclusion of the contract, if the provision of services and/or the event, due to its political, religious, or other character, is likely to attract public interest or, in a negative case, impair the interests of Hackmann Hotels GmbH & Co. KG.

Newspaper advertisements, other advertising measures, and publications that refer to Hackmann Hotels GmbH & Co. KG and/or invitations to interviews or sales events always require the written consent of Hackmann Hotels GmbH & Co. KG.

If the customer breaches this duty of disclosure or a publication is made without such consent, Hackmann Hotels GmbH & Co. KG has the right to cancel the event. In this case, the payment rules for rent and other services set out above apply.

Arrival / Departure

Booked rooms are available to the customer from 3:00 p.m. They must be vacated by 11:00 a.m. on the day of departure. Unless a later arrival time has been expressly agreed, Hackmann Hotels GmbH & Co. KG has the right to reassign booked rooms after 6:00 p.m. without the customer being able to derive any claim from this.

The customer does not acquire a right to specific rooms or premises. Should these be promised in the order confirmation but unavailable, Hackmann Hotels GmbH & Co. KG is obliged to make every effort to provide equivalent alternatives within the hotel or in other properties.

Payment Terms

Invoices not due on a calendar date are payable immediately without deduction. Default occurs upon receipt of the first reminder. From the onset of default, the invoice is subject to interest at 4% above the Bundesbank discount rate, unless Hackmann Hotels GmbH & Co. KG proves higher damages or the customer proves lower damages due to default. For each reminder after default, a reminder fee of €5.00 is payable.

Place of Performance and Jurisdiction

The place of performance and payment for both parties is the location of Hackmann Hotels GmbH & Co. KG. German law applies. In commercial transactions, the place of jurisdiction is, at the option of Hackmann Hotels GmbH & Co. KG, the registered office or the location of Hackmann Hotels GmbH & Co. KG.

General Provisions and Severability Clause

Deviating agreements or side arrangements require written form to be valid. Should individually provisions of this contract, including these terms and conditions, be invalid, this does not affect the validity of the remaining provisions. The parties will immediately replace the invalid provisions with valid ones that come as close as possible to the meaning and purpose of the invalid provisions

Prohibition of Charging Accumulators in Guest Rooms

For safety reasons, it is prohibited to charge batteries for e-bikes, pedelecs, e-scooters, or comparable devices in guest rooms. Guests are kindly requested to use only the designated and marked charging stations provided by the hotel. The hotel assumes no liability for damages resulting from non-compliance.