

**Terms & Conditions of the Matador GmbH for Hotel Accommodation Contracts  
State: 05 / 2022****I. SCOPE OF APPLICATION**

1. These General Terms and Conditions apply to all contracts between Matador GmbH, the operator of Matador Lodges (hereinafter: "hotel") and the contractual partner (hereinafter: "guest") for the provision of all services related to the hotel accommodation contract, in particular the rental of residential units for accommodation. The term "hotel accommodation contract" includes and replaces the following terms: accommodation contract, guest accommodation contract, hotel room contract.
2. Unless expressly recognized in writing by the hotel, alternative provisions, including those contained in the guest's or customer's general terms and conditions, shall not be applicable.
3. The agreed prices include the statutory rate of VAT. But they do not include local taxes such as local visitor's tax (Kurtaxe) which the guest owes himself or herself under local community law. If the period between the conclusion of contract and the arrival of the guest exceeds four months and the statutory rate of VAT or local taxes and charges increase following the conclusion of contract, the hotel reserves the right to increase the agreed price by an amount equal to that of the increase of the payable VAT or local taxes and charges.
4. The hotel is likewise entitled to change prices if, following the conclusion of contract, the guest requests changes to the number of rooms reserved, the services required of the hotel or the length of the stay of the guest and the hotel agrees to these changes.

**II. CONCLUSION OF CONTRACT**

1. A hotel accommodation contract (hereinafter: "contract") is established when a guest booking inquiry is responded to with a booking confirmation from the Hotel.
2. The contractual partners are the hotel and the guest. If a third party undertakes the booking for the guest, as the customer it, along with the guest, will be liable as joint debtors to the hotel for all obligations arising from the contract, provided the Hotel has possession of a corresponding declaration from the customer. Irrespective of this, every customer is obliged to pass on to the guest all information relevant to the booking, particularly these Terms and Conditions.
3. Sub-contracting or sub-letting of rooms, together with their use for any purposes other than accommodation, require the prior written approval of the hotel.
4. The accommodation of animals of any kind is only permitted in case of an explicit and written agreement.
5. All claims against the hotel become time-barred one year from the start of the limitation period. This does not apply to claims for damages and other claims if they are based on an intentional or grossly negligent breach of duty by the hotel.
5. The hotel's invoices are payable in full immediately upon receipt. If payment by invoice is agreed, payment shall be made within 10 days of receipt of the invoice without any deductions being made, unless otherwise agreed. If the guest is in default, the hotel's claim to default interest is based on the statutory provisions. The hotel reserves the right to seek a larger amount of damages.
6. The hotel is entitled upon conclusion of the contract or subsequently to request a reasonable advance payment or security deposit from the guest. The amount of the advance payment and the due date for its payment may be agreed in writing in the contract. After the conclusion of the contract, the hotel is entitled, up to the start of the guest's stay, in particular in the event of the guest's outstanding payment or in the event of the agreed services being extended, to demand advance payment or other security deposits in accordance with the above provisions. During the stay of the guest in the hotel, the hotel is furthermore entitled at any time to request payment for the costs incurred to that time by the guest by issuing an interim invoice and to demand its immediate settlement.
7. In the event of default in payment by the guest, the statutory provisions apply.
8. The guest agrees that the invoice can be sent electronically.

**III. SERVICES / PRICES / PAYMENT**

1. The hotel is obliged to avail the rooms that the guest has reserved in accordance with these Terms and Conditions and to provide the agreed services. Information in brochures, on the website as well as other property descriptions, in particular on corresponding internet platforms or hotel guides, only become part of the contract if their content has been expressly agreed between the hotel and the guest.
2. The guest is obliged to pay the current or agreed hotel prices for the hire of the room and for any other services he has made use of. This also applies to services effected by the guest or customer and expenses incurred by the Hotel vis-à-vis third parties.

**IV. RESCISSION / WITHDRAWAL BY THE GUEST / CANCELLATION / NO SHOW**

1. It is only possible for the guest to withdraw from the contract if a revocation right has been mentioned and explicitly agreed in the contract or booking confirmation by the hotel. Otherwise, the guest's right to withdraw is based on the statutory provisions.
2. If the hotel and the guest have agreed upon a deadline for revocation of the contract free of charge, the guest may revoke the contract up until that date without triggering any claims for payment or damages by the hotel. The guest's right to withdrawal expires if the guest does not exercise this right vis-à-vis the hotel in written form by the agreed deadline.

3. If no revocation right has been agreed or if it has already expired, the hotel retains its entitlement to the remuneration although the service was not used. Income from other use of the service, in particular renting the accommodations to other guests as well as saved expenses, must be offset by the hotel. If the rooms booked by the guest are not otherwise let, the hotel can demand a cancellation fee (described in section IV No. 4).
4. Unless otherwise agreed in text form or written form, the following cancellation rules apply when booking an accommodation:
  - the residential units can be canceled free of charge up to 4 weeks before arrival date
  - from 4 weeks to 7 days before arrival, 50 % of the arrangement price must be paid
  - in the last 7 days before arrival date or in the event of no-show, 90 % of the total arrangement price must be paid
5. The guest is entitled to show that the hotel has suffered no loss or that its losses are less than those claimed by way of the flat rate compensation fee.
6. Services by third parties or special services (e.g. flowers, cakes, etc.) that become useless as a result of the cancellation must be paid for in full by the guest.
7. Should the guest not be able to keep the travel date due to official travel bans or quarantine regulations (e.g. corona or similar global pandemics), he may cancel his accommodation unit free of charge. However, the guest must be able to prove that the trip is actually impossible for the aforementioned reasons. Merely concerns of the guest or official recommendations to refrain from tourist trips do not constitute the right of free withdrawal.

#### **V. RESCISSION / WITHDRAWAL BY THE HOTEL**

1. Provided that the guest has been granted the right to revoke the contract free of charge within a certain period (IV. 2), the hotel, for its part, is also entitled to revoke the contract within this time period if inquiries are made by other guests relating to the contractually reserved rooms and if the guest does not waive its revocation right after a request is made by the hotel. This shall apply accordingly if the customer has been granted an option and if other inquiries are made and the customer is not prepared to make a firm booking after a request is made by the hotel and a reasonable time period was set.
2. The hotel is also entitled to withdraw from the contract if an advance payment or security deposit as agreed in accordance with III. 6 is not made after an appropriate period of grace set by the hotel.
3. Furthermore, the hotel is entitled to withdraw from the contract if there are significant reasons, especially if
  - an act of God or other circumstances beyond the control of the hotel make the fulfillment of the contract impossible;
  - rooms are booked under misleading or false information concerning essential facts, e.g. relating to the identity and the solvency of the guest;
  - the hotel has good reasons for supposing that the use of the hotel's services could significantly jeopardise the smooth running of the hotel's operations, or the safety of hotel guests or hotel employees or severely besmirch the public image of the hotel in a manner beyond the control or scope of the hotel's organisation;
  - unpermitted sub-contracting or sub-letting of rooms pursuant to II. 3 is undertaken;
  - the purpose of or the reason for the stay is illegal;

- despite a warning from the hotel, the guest violates essential contractual obligations, in particular existing usage regulations (e.g. sauna).

4. If, due to ordinances, general directives or administrative acts to combat or prevent the spread of the coronavirus or similar global pandemics of force majeure, the hotel cannot be operated in whole or in part and corresponding services cannot be used by the guest, the hotel is not responsible breach of duty. This applies regardless of the date on which the ordinance was issued. Regulations and general directives applicable to the hotel are announced and published by the legislature. In the event that the hotel is prevented from fulfilling its contractual obligations for the aforementioned reasons, the hotel is entitled, without compensation, to adapt its hotel offer to the applicable legal framework, which may only be refused for valid reasons. If this is not possible or reasonable for the hotel or unreasonable for the guest or if it is refused for a valid reason, both parties are entitled to cancel the stay free of charge. If the hotel is completely prohibited, the hotel is entitled to offer the guest an alternative travel date. If the parties cannot agree on an alternative date, both parties are entitled to withdraw from the contract concerned free of charge by making a declaration in writing.
5. In the event of a justified withdrawal by the hotel, the guest will not be entitled to claim for damages.

#### **VI. ARRIVAL / DEPARTURE**

1. The guest has no right to demand the provision of specific rooms unless this has been explicitly agreed in text form.
2. The reserved rooms shall be available to the guest from 3 pm onwards on the arrival day. The guest has no right to demand that rooms should be provided earlier.
3. On the agreed day of departure, rooms must be vacated and be at the hotel's disposal by 11 am at the latest. After this time, the hotel has the right to charge the day-time room rate up until 6 pm to compensate it for the additional use of the room and the costs incurred by way of the delayed availability of the room; from 6 pm it may charge 90 % of the current full lodging price. This does not give the guest contractual rights. The guest is entitled to show that the Hotel sustained no loss or a lesser amount of loss.

#### **VII. LIABILITY OF THE HOTEL**

1. Claims of the guest for damages are excluded. Excluded from this are claims for damages by the guest from injury to life, limb, health or from the breach of essential contractual obligations (obligations the fulfillment of which enables the proper execution of the contract in the first place and on which the contractual partner regularly relies and may rely) as well as liability for other damages based on an intentional or grossly negligent breach of duty by the hotel, its legal representatives or vicarious agents.
2. In the event of a breach of essential contractual obligations, the hotel is only liable for typical, foreseeable damage if it was caused negligently, unless the guest is entitled to compensation for damage to life, body or health.
3. The restrictions in section VII. number 1 and 2 also apply in favor of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.

4. If any failures or shortcomings arise in relation to the services provided by the hotel, the hotel will make every effort to rectify this situation if the guest has made his objections promptly known. If the guest culpably fails to notify the hotel of the shortcoming, there can be no entitlement to a reduction of the contractually agreed payment.
5. For items brought into the hotel, the hotel is liable to the guest in accordance with the statutory provisions. The hotel recommends the guest to store valuable items (money, jewelry etc.) in the hotel safe. If the guest brings money, securities, other items with a value of more than 800.00 EUR or valuables with a value of more than 3.500 EUR, this requires a separate storage agreement with the hotel.
6. If a guest is provided with a parking space at the hotel, no safekeeping contract come into being. In the event of that a car (and/or its contents) is stolen or damaged while parked/ being manoeuvred on the hotel property, the hotel will not be liable unless, its employees or vicarious agents acted deliberately or in a grossly negligent manner. The above regulations apply to the exclusion of the guest's claims for damages.
7. Messages, post and packages for guests will be handled with great care. After prior agreement with the guest, the hotel can accept, store and - if desired - dispatch for a charge post and packages for the guest. The hotel is only liable in accordance with the above regulations. After having kept such articles for at least one month, the hotel is entitled to throw these things away.

#### VIII. DATA PRIVACY

1. The hotel collects, stores and processes personal data only to the extent that this is necessary to process the contractual relationship with the guest. For this purpose, the hotel stores the booking and the booking data of the guest. In addition, the information in the hotel's data protection declaration applies.

#### IX. FINAL PROVISIONS

1. Amendments and additions to this contract must be made in writing. Unilateral modifications or supplements are ineffective.
2. If the customer is a merchant or public law legal entity, the courts of performance for both the customer's contractual obligations and the hotel's contractual obligations is the hotel's location.
3. German law shall apply. The application of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods is excluded.
4. If any of the provisions of these Terms and Conditions are ineffective or void, or become so in the future, this will not prejudice the effectiveness of the remaining provisions. Otherwise the statutory regulations apply.
2.
  1. In accordance with the legal obligation, the hotel points out that the European Union has set up an online platform for the extrajudicial resolution of consumer disputes ("ODR platform"): <http://ec.europa.eu/consumers/odr/>. However, the hotel does not take part in dispute resolution proceedings held before consumer dispute resolution bodies.