

General Terms and Conditions for Accommodation Contracts in the residential homes of the Gesellschaft für Dienste im Alter mbH (GDA)

1. Scope of application

- 1.1 These General Terms and Conditions (hereinafter „GTC“) apply to all contracts for the rental of hotel rooms for accommodation in the residential homes of Gesellschaft für Dienste im Alter mbH (GDA) (hereinafter „GDA“) and its subsidiaries, as well as to all services provided in this context.
- 1.2 The customer's general terms and conditions and amendments or additions to these GTC shall only apply if this has been expressly agreed in advance. Unilateral amendments or additions to these GTC by the customer are invalid.
- 1.3 The customer's contractual partner is GDA.
- 1.4 Individual contractual agreements shall take precedence over these GTC in all cases.
- 1.5 Unless otherwise agreed below, the statutory provisions shall apply.

2. Subletting, Re-letting, Pets

- 2.1 The subletting or re-letting of the rooms provided and their use for purposes other than accommodation shall require the prior consent of GDA in text form. If the customer is not a consumer, § 540 paragraph 1 sentence 2 BGB is waived.
- 2.2 The bringing of a pet can be agreed in principle and must be notified in advance in any case. The customer is not entitled to do so.

3. Conclusion of contract, limitation period

- 3.1 The contract is concluded when GDA accepts the customer's reservation (application). Confirmation of the room booking in text form by GDA is not required. However, GDA is free to do so.
- 3.2 All claims against GDA shall become time-barred – unless a shorter limitation period is provided for by law – in principle one year from the start of the statutory limitation period. This does not apply to personal injury or in cases of gross negligence or intent.

4. Services, payments, offsetting

- 4.1 GDA is obliged to keep the rooms booked by the customer available and to provide the agreed services.
- 4.2 The customer is obliged to pay the agreed remuneration for the rooms and services booked by him, irrespective of utilisation. The same shall also apply to services of third parties which the customer orders directly or via GDA and which are disbursed by GDA.
- 4.3 GDA is entitled to demand advance payment or credit card security from the conclusion of the contract. Unless otherwise agreed, the entire price must be paid at the latest on departure from the GDA residential home. Accepted means of payment are cash in **Eu-ro**, EC card, Mastercard and Visa.
- 4.4 If payment on account has been agreed, the customer is obliged to pay the full amount within ten days of receipt of the invoice.
- 4.5 If a quick check-out has been agreed, the customer must pay the price on the day before departure. GDA may invoice any outstanding amounts. The customer is then obliged to settle the amount within 10 days of receipt of the invoice.
- 4.6 GDA may demand reminder costs of five eu-ros from the customer for each reminder after default has occurred. The customer shall be at liberty to prove that reminder costs have not been incurred or have not been incurred in this amount.
- 4.7 The customer shall only be entitled to set-off and retention rights with regard to undisputed or legally established claims.
- 4.8 The customer is obliged to inform GDA immediately if there are reasons, such as infectious diseases, which could impair the operation of the GDA residential home in the event of accommodation or endanger other guests and residents.
- 4.9 The customer must treat the room provided with care. The charging of e-bike batteries and e-scooters is not permitted in the rooms or in the building as a whole.



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5. Cancellation by the customer

- 5.1 The customer may withdraw from the contract concluded with GDA if a right of withdrawal has been expressly agreed in the contract, if it is entitled to a statutory right of withdrawal or if GDA expressly agrees to a cancellation of the contract. The agreement of a right of withdrawal and any consent to cancellation of the contract must be made in writing.
- 5.2 If a period for cancellation has been agreed between GDA and the customer, the customer may cancel the contract within this period without justifying claims for payment or damages against GDA. The cancellation must be declared in writing. After expiry of the deadline, the contractually agreed right of cancellation shall lapse.
- 5.3 If the customer has neither a contractually agreed nor a statutory right of withdrawal or cancellation and if there is no unanimous cancellation of the contract, GDA's claim to the agreed remuneration shall remain unaffected despite nonuse of the service. The income from renting the rooms to other parties and the expenses saved shall be taken into account. If the rooms are not let to other parties, GDA may demand the contractually agreed remuneration less the expenses saved. In this case, the customer is obliged to pay 90% of the contractually agreed price for overnight stays with or without breakfast and for package arrangements with third-party services, 70% for half-board and 60% for fullboard arrangements. The customer is at liberty to prove that the aforementioned claim did not arise or did not arise in the amount demanded.

6. Cancellation by GDA

- 6.1 If it has been agreed that the customer can withdraw from the contract within a certain period, GDA GmbH shall also be entitled to withdraw from the contract within this period. This applies in particular if there are enquiries from other customers for the contractually booked rooms and the customer does not waive his right of withdrawal upon enquiry by GDA with a reasonable deadline.
- 6.2 If an agreed advance payment or security deposit is not made even after the expiry of a reasonable deadline set by GDA, GDA shall also be entitled to withdraw from the contract.

6.3 Furthermore, GDA shall be entitled to withdraw from the contract for objectively justified reasons. This applies in particular

- reasons exist which are related to the operation of the GDA site and could jeopardise the proper performance of the contract; this includes in particular acute infectious diseases which could impair the health of the customers,
- force majeure or other circumstances for which GDA is not responsible make it impossible to fulfil the contract,
- misleading or false information is imputably provided by the customer when booking rooms or premises or material facts are concealed; in particular, the identity of the customer, the ability to pay or the purpose of the stay are material,
- there is reasonable cause to believe that the use of the service may jeopardise the smooth running of business operations, the security or the public reputation of GDA or the GDA locations, without GDA being responsible for this,
- the purpose or reason for the visit is unlawful.

The customer shall have no claims for damages if GDA effectively cancels the contract.

7. Room provision, handover and return

- 7.1 The customer is not entitled to the provision of specific rooms unless this has been expressly agreed.
- 7.2 Booked rooms are available to the customer from **2 p.m.** on the agreed day of arrival. Unless a later arrival time has been expressly agreed or the room in question has been paid for in advance, GDA has the right to make booked rooms available after **6 pm**. In this case, the customer has no claim to fulfilment of the contract or compensation.
- 7.3 On the agreed day of departure, the rooms must be handed over to GDA GmbH by 11 a.m. at the latest. In the event that the room is vacated late, GDA may charge the customer 50% of the full price for use in excess of the contract until 6 p.m. and 100% of the full price from 6 p.m. onwards. The customer is free to prove that GDA has no claim or no claim in the amount demanded.



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8. Exclusion of liability

8.1 GDA's liability is generally excluded, subject to the following statements and the provision in sections 8.2-8.8. The exclusion of liability does not apply to claims under the Product Liability Act, nor does it apply to damages resulting from injury to life, limb or health caused by a negligent breach of duty by GDA.

Furthermore, liability is not excluded if other damages are based on a grossly negligent or intentional breach of duty, nor for damages arising from the breach of a material contractual obligation, an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the customer regularly relies and may rely. In such a case, GDA's liability shall be limited to compensation for the foreseeable, typically occurring damage.

The aforementioned limitations of liability shall also apply to third parties. In the event of breaches of duty by persons whose culpability GDA must be held responsible for in accordance with the statutory provisions, they shall apply in favour of these persons. They shall not apply in the case of fraudulent behaviour or in the case of the assumption of a guarantee by GDA.

8.2 GDA GmbH shall only be liable for damage caused by the loss, destruction or damage to items brought in by the customer up to an amount corresponding to one hundred times the accommodation price for one day, but not exceeding EUR 3500.

8.3 For money, securities and valuables, the amount of 3500 euros shall be replaced by the amount of 800 euros.

8.4 Liability is excluded if the loss, destruction or damage is caused by the customer, a companion of the customer or a person whom the customer has taken in with him, or by the nature of the items or by force majeure.

8.5 The obligation to pay compensation does not extend to vehicles or to items that have been left in a vehicle. This also applies if a parking space has been made available for a fee.

8.6 Furthermore, the obligation to pay compensation does not apply to live animals.

8.7 GDA shall be liable without limitation if it is responsible for the loss, destruction or damage or if the items in question have been accepted for safekeeping by explicit agreement. GDA may refuse to accept money, securities, valuables and other valuables for safekeeping if these are of excessive value or volume in view of the size or status of the accommodation. The same applies if the items are dangerous. GDA GmbH may demand that they be handed over in a closed or sealed container.

8.8 If the customer is not a consumer, GDA GmbH shall not be liable for damage that is not typical for the contract.

9. Jurisdiction, applicable law

9.1 The place of performance and exclusive place of jurisdiction – also for cheque and bill of exchange disputes – is Hanover for commercial transactions. If a contractual partner fulfils the requirements of §38 paragraph 2 ZPO and has no general place of jurisdiction in Germany, the place of jurisdiction shall be the location of the respective residential home.

9.2 German substantive law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

9.3 In the event that individual provisions of these GTC are invalid, the validity of the remaining provisions shall remain unaffected.

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