

General Terms and Conditions - Hannover Marketing & Tourismus GmbH for accommodation services

Preamble

Hannover Marketing & Tourismus GmbH, represented by its managing director Hans Christian Nolte, Vahrenwalder Str. 7, 30165 Hannover, (hereinafter referred to as HMTG), acts as an agent for accommodation offered by hosts and private providers (hotels, guesthouses, B&Bs, private accommodation, apartments and holiday homes), hereinafter together referred to as Service Providers. The following General Terms and Conditions (GTCs) are an integral part of the agency agreement concluded between the Customer and HMTG as the agent for the aforementioned services.

1 | Services

Unless otherwise agreed, HMTG acts as an agent and brokers the Service Provider's services to customers, including via an internet-based booking system. HMTG does not render any services of its own under this agency, but acts merely as an agent for the conclusion of a guest accommodation contract between the Service Provider and the Customer in the name and on account of the Service Provider concerned. Therefore, the contract for the booked services is concluded exclusively between the Customer and the Service Provider. HMTG does not assume any liability for the services to be rendered under the contract between the Customer and the Service Provider. This does not affect potential liability of HMTG under the agency agreement.

2 | Contract conclusion

2.1 The offering of the Service Providers that is visible on the HMTG webpages and the brochures published by HMTG does not constitute an offer by the respective Service Provider for the conclusion of a contract. The Customer, in turn, can make a binding offer to the Service Provider for the conclusion of a contract via HMTG as the agent by telephone, in writing, via facsimile or email. Here, the declaration of acceptance does not require a specific form; verbal confirmation and confirmation by telephone are also legally binding for the Customer and the Service Provider. The Customer can also place bookings via the internet. The Service Provider or HMTG (as the Service Provider's representative) can accept the Customer's offer by sending a binding booking confirmation. In the event that a booking is made via email, the Customer will promptly receive an electronic confirmation that the booking has been received. An automatic response confirming receipt of the booking does not yet constitute acceptance of the Customer's offer. Following the Customer's offer, the contract is concluded upon the Service Provider's or HMTG's (as the Service Provider's representative) acceptance of the offer.

2.2 If the Customer uses the HMTG webpages as the booking platform, the contract is concluded as follows:

The Customer selects the desired services and the desired travel period. After clicking the "Your contact data" button, the Customer is requested to enter his or her personal data and the payment method. By clicking the "Make binding booking" button, the Customer makes the respective Service Provider an offer for concluding a binding contract. The Customer's offer is based on the Service Provider's description of the services on the HMTG webpages.

Until clicking the "Make binding booking" button, the Customer can correct his or her entries at any time by operating the mouse and keyboard in the usual manner.

Furthermore, by clicking the backward and forward buttons of the browser being used, the Customer can return to the respective previous page of the booking procedure. After clicking the "Make binding booking" button, it is no longer possible to correct the entries. The text of the contract is saved by the Service Provider and/or HMTG, but is not

accessible by the Customer. HMTG therefore recommends that Customers print the booking information for their own file.

Note:

If the contract for services provides for a certain date or period, there is, pursuant to Section 312g of the German Civil Code (BGB), no right of withdrawal regarding distance selling contracts for services in the field of accommodation for purposes other than residential purposes, transport of goods, car rental, delivery of food and beverages and for rendering additional services in connection with leisure activities. Due to the aforementioned statutory provision, the Customer therefore has no right of withdrawal with regard to the travel services booked via the HMTG webpages or, if applicable, via telephone, letter, facsimile or email, based on offers in brochures/catalogues of HMTG and the corresponding distance-selling contract.

2.3 The services offered by the Service Provider are based exclusively on the information on the HMTG webpages or printed brochures/hotel directories published by HMTG. Any information in other hotel guides or similar directories that were published by neither HMTG nor the respective Service Providers is not binding for the Service Provider and its obligation to perform after arrangement by HMTG, unless these specifications were agreed expressly between the Customer and the Service Provider.

2.4 The contract may be concluded in either German or English.

3 | Non-binding reservations/offers

3.1 Non-binding reservations, which the Customer may cancel without charge, are subject to express agreement with HMTG or the Service Provider.

3.2 Unless such non-binding reservation was agreed expressly, bookings as per item 2 of these General Terms and Conditions lead to a contract that is legally binding for both the Customer and the Service Provider; the Service Provider may therefore claim damages for non-performance in case of no-show or cancellation.

3.3 In the event that the Service Provider and the Customer expressly agree on a non-binding reservation, the Service Provider is bound to keep the desired accommodation free until the Customer places his or her booking by the agreed date. By this date, the Customer shall inform HMTG or the Service Provider whether he or she desires that the reservation be treated as a booking that is also legally binding for the Customer. If the Customer fails to do so, the reservation is cancelled without HMTG or the Service Provider being obliged to give further notice. If the notification is made in due time, the booking becomes binding irrespective of any booking confirmation yet to be made by the Service Provider or HMTG.

3.4 In the event that the Service Provider or HMTG makes a special offer at the Customer's request, then this special offer shall, notwithstanding the above provisions, constitute a binding offer to conclude a contract by the Service Provider to the Customer. In these cases, the contract comes into force without requiring another confirmation by the Service Provider or HMTG if the Customer accepts this offer without limitations, changes or amendments by either express declaration, down payment, final payment or by using the accommodation within a period that is specified in the offer.

4 | Prices and services

4.1 The stated prices are consumer prices including statutory value added tax for the Federal Republic of Germany and all incidental costs, unless otherwise stated with regard to incidental costs. Fees for services that are charged on the basis of consumption (e.g.

electricity, gas, water) may be stated and charged separately as well as optional or additional services.

4.2 The services owed by the Service Provider are based exclusively on the information on the booking confirmation in combination with the valid offer on the internet or in the brochure or the service description as well as on any additional agreements that may have been expressly made with the Customer. We recommend that Customers make individual and additional agreements in writing.

4.3 The agreed prices include any taxes and local charges as applicable at the time the contract is concluded. They do not include local charges that are owed by the guest him or herself pursuant to municipal law, such as visitor's tax charged by health resorts.

4.4 In the event that the statutory VAT rate is changed or local charges are introduced, changed or cancelled regarding the subject matter of the contract after conclusion of the contract, the prices will be adjusted accordingly.

5 | Payment

5.1 The due dates of the down payment and the final payment are based on the agreement made with the Customer and are stated in the booking confirmation. If no specific agreements were made, the entire price of the travel package including charges for incidental costs and additional services is due for payment upon arrival and shall be paid to the Service Provider. The Service Provider shall be entitled to demand a down payment amounting to 20% of the entire price after contract conclusion.

5.2 In case of stays exceeding one week, the Service Provider may, after expiry of this one week, invoice the compensation for the past days and additional services (e.g. food and beverages not included in the price of the accommodation, minibar consumption) and declare this due for payment.

5.3 If, despite a reminder by the Service Provider with a grace period, the Customer fails to make an agreed down payment or fails to make it completely, the Service Provider is entitled to rescind the contract and to charge the cancellation fee stated in item 6 of these Terms and Conditions, provided the Service Provider is able and willing to perform the contractual services and provided the Customer has no statutory or contractual right of retention.

5.4 The Customer agrees that immediate payment per bank transfer (where possible) or credit card may be required for certain (non-refundable) prices or offers upon reservation and that prior authorisation or credit card debit may be performed in such cases (in some cases without a refund being possible). To the extent that the Customer's credit card information is required for bookings made via HMTG, these are authorised and transferred to the Service Provider for the purpose of processing the booking and the contract (payment/guarantee).

The following items 5.5 to 5.7 shall additionally apply to bookings for private accommodation and apartments:

5.5 Private Service Providers are entitled to request a deposit of up to EUR 30.00 for each set of keys provided (house keys/keys to the apartment or room).

5.6 In case of bookings for private accommodation, the Service Provider shall issue a receipt/invoice upon request. In these cases, however, VAT may not be stated on the invoice.

5.7 Unless otherwise agreed expressly with the Service Provider in writing, accommodation shall be paid directly to the Service Provider on arrival the latest.

6 | Cancellation and no-show

6.1 In case of cancellation or no-show, the Service Provider's general terms and conditions shall be applicable. In case of private rentals, the following item 6.6 et seqq. shall be additionally applicable.

6.2 Within the scope of its usual operations, the Service Provider shall seek to find alternative occupation for the accommodation without being obliged to make specific efforts in this respect and considering the special nature of the booked accommodation (e.g. non-smoking room, family room).

6.3 Alternative occupation of the accommodation and, if this is not possible, saved expenses shall be offset against the Service Provider's charges.

6.4 The Customer has the express right to provide evidence to the Service Provider that the latter's saved expenses were considerably higher than the aforementioned offset or that alternative use of the accommodation or other services has occurred. In the event that such evidence is provided, the Customer is only obliged to pay the respective lower amount.

6.5 Cancellation notices shall be addressed directly to the Service Provider and should be made in writing in the guest's own interest. HMTG shall not be liable for delayed or incorrectly addressed cancellations.

The following items 6.6 to 6.8 shall additionally apply to bookings for private accommodation and apartments:

6.6 In the event of (full or partial) cancellations less than 30 days before arrival, HMTG as the agent will charge a one-time handling fee in the amount of EUR 15.00 (gross) per booking; in case of no-show, the handling fee increases to EUR 25.00 (gross) per booking. In any case, the Service Provider's claim as per item 6.7 remains unaffected by HMTG charging handling fees.

6.7 In case of full or partial cancellation, the Service Provider has the right to invoice the Customer with up to 80% of the original total price as a cancellation fee for any booked stays for which there was no alternative occupation if the cancellation is made less than 30 days before arrival and in case of no-show.

6.8 Furthermore, the booking conditions which are specified during the reservation apply. These deviate from the standardized booking conditions, especially during trade fair times.

6.9 By booking, the Customer accepts these provisions regarding cancellation and no-show.

7 | Arrival/departure

7.1 The provisions of the respective Service Provider shall apply to arrivals and departures. If such provisions are not obvious for the guest before booking, HMTG shall provide the guest with the correct times upon request.

The following items 7.2 and 7.3 shall additionally apply to bookings for private accommodation and apartments:

7.2 Booked rooms shall be available for the Customer until midnight of the confirmed arrival date, whereby 6 p.m. is deemed to have been agreed as the earliest arrival time, unless expressly otherwise agreed between the guest and the Service Provider. The rooms shall be vacated by 10 a.m. on the departure date.

7.3 HMTG shall inform the Service Provider in writing of any bookings placed or, in case of bookings at very short notice, via telephone. In any case, the guest shall be obliged irrespective thereof to contact the Service Provider in good time before arriving and, in particular, to agree on the arrival times. This applies especially if it is foreseeable that the Customer will arrive later than 8 p.m. on the agreed arrival date.

8 | Obligations of the Customer/notification of defects

8.1 The Customer is obliged to notify the Service Provider and request remedy of any defects or default without undue delay. If no remedy is provided upon complaint, the Customer shall notify HMTG who will then seek to remedy the defect or default. It does not suffice to notify only HMTG of any defects. If the Customer culpably fails to give notification of the defect, the Customer's claims might be forfeited in full or in part.

8.2 The Customer may only terminate the contract in case of material defects or default. When notifying of the defect, the Customer shall initially set a reasonable deadline for the Service Provider to remedy the defect, unless remedy is impossible, refused by the Service Provider or unless immediate termination is justified by a specific interest on the part of the Customer that is recognisable for the Service Provider or if it is unreasonable in objective terms to expect the guest to continue the stay for such reasons.

9 | Liability

9.1 The Service Provider's contractual liability for any damage that is not bodily harm is limited to three times the price of the stay, unless any damage incurred by the Customer was caused by intent or gross negligence on the part of the Service Provider and unless the Service Provider is not only responsible for any damage incurred by a Customer due to the fault of a vicarious agent.

9.2 Innkeeper's liability for the property brought by guests to the premises (Gastwirtshaftung) on the part of the Service Provider pursuant to Sections 701 et seqq. of the German Civil Code (BGB) shall remain unaffected by the above provision in item

9.3 The Service Provider shall not be liable for impaired performance in connection with services that are merely arranged as third party services during the Customer's stay or while the guest who is the subject matter of the agency agreement concluded with the Customer is at the Service Provider's premises and the third party nature of the services is obvious to the Customer/guest (e.g. sports events, theatre visits, exhibitions etc). The same applies to third party services that are arranged together with the booking of the accommodation, provided they are expressly marked as third party services in the description or booking confirmation.

The following item 9.4 shall additionally apply to bookings for private accommodation and apartments:

9.4 In principle, the Customer shall be liable for any damage that the Customer or the guest who is the subject matter of the agency agreement that was concluded with the Customer causes with regard to the Service Provider's property; this includes without limitation damage that is caused by the use of an internet connection that might have been provided. The Customer is likewise obliged to compensate the Service Provider for damage caused by the loss of keys provided to the Customer.

10 | Statute of limitations

10.1 The period of limitation for the Customer's contractual claims against the Service Provider or HMTG due to injuries to life, limb or health including contractual claims for damages for pain and suffering that are based on negligent breach of duty of the Service Provider or HMTG or intentional or negligent breach of duty of their legal representatives

or vicarious agents is three years. This also applies to claims for compensation of other damages that are based on grossly negligent breach of duty by the Service Provider or HMTG or intentional or grossly negligent breach of duty by their legal representatives or vicarious agents.

10.2 All other contractual claims have a period of limitation of one year.

10.3 The period of limitation as per the above provisions commences at the end of the year in which the claim came into existence and in which the Customer obtained or should have obtained knowledge (without being grossly negligent) of the circumstances justifying the claim and that such claim is owed by the Service Provider/HMTG.

10.4 If there are negotiations under way between the Customer and the Service Provider/HMTG regarding asserted claims or the circumstances giving rise to such claims, limitation is suspended until the Customer or the Service Provider/HMTG refuses to continue negotiations. The aforementioned one-year period of limitation commences no earlier than three months after the end of such suspension.

11 | Choice of law and place of jurisdiction

11.1 The contractual relationship between the Customer and the Service Provider/HMTG is exclusively subject to German law. The same applies to the remaining legal relationship.

11.2 The Customer may bring suit against the Service Provider or HMTG at its respective registered office.

11.3 The Customer's place of residence is decisive if the Service Provider or HMTG brings suit against the Customer. The registered office of the Service Provider shall be the place of jurisdiction for suits against Customers, who are merchants (as defined in the German Commercial Code - HGB), legal entities under public or private law, or persons, who have their place of residence, place of business or usual place of abode outside of Germany or whose place of residence, place of business or usual place of abode is not known at the time the suit is filed.

11.4 The above provisions do not apply if and to the extent that mandatory provisions under EU law or other international provisions are applicable that cannot be excluded in the contract.

12 | Data Protection Policy

12.1 HMTG collects Customer or guest data for processing the contract. In doing so, HMTG observes, in particular, the German Federal Data Protection Act (BDSG) and the German Telemedia Act (TMG).

12.2 HMTG stores the following data every time the website is accessed: name of the accessed website, file, date/time, transferred data amount, notification regarding successful access, browser type/version, operating system, previously visited sites and IP address. HMTG uses the aforementioned data for statistical purposes in connection with its offering.

12.3 Any data transmitted by Customers is stored for the purpose of processing enquiries or, where the booking of tourist services is concerned, to implement the contract, and such data is transmitted to the Service Provider for the purpose of processing the booking and the contract (e.g. payment, guarantee, contact data) and stored by the Service Provider for such purposes.

12.4 The IP address is stored if the Customer makes comments or other entries on the website. This has the purpose of facilitating the identification of any person responsible

for illegal comments and/or entries on the website enabling third parties who are harmed by such illegal comments and/or entries to act. HMTG reserves the right to delete comments that are not to the point or unjustified, offending or discriminating or to make such comments invisible.

12.5 Any personal data provided by the Customer to HMTG will be used to reply to enquiries or process contracts and such data will only be forwarded or otherwise transmitted to third parties if this is required for the purpose of implementing the contract. HMTG would further like to notify the Customer of current offers in the future, unless it is discernible for HMTG that the Customer does not wish to receive such information. If the Customer does not wish to receive information, he or she may inform HMTG of such wish.

12.6 Online transmission of Customer data is effected via SSL encryption to ensure that Customer data cannot be accessed by unauthorised third parties during transmission.

12.7 HMTG is entitled to contact the Customer at any time on the basis of reports by the Service Provider to verify the correctness of the information.

12.8 If the Customer granted his or her consent to the storage of his or her personal data, the Customer has the right to revoke such consent at any time with prospective effect. The stored personal data is deleted when the Customer revokes his or her consent to such storage, if the data is no longer needed to fulfil the purpose for which it was stored or if the storage is inadmissible for any other legal reason. Data needed for invoicing and accounting is not affected by such a request to delete data.

12.9 HMTG shall inform the Customer and/or guest of any personal data stored upon such Customer's/guest's request. The request shall be addressed to: Hannover Marketing und Tourismus GmbH, Vahrenwalder Str. 7, 30165 Hannover

13 | Warranty

13.1 HMTG only acts as an agent for third party services and is not responsible for the proper fulfilment of the arranged third party services; it is only responsible for the proper arrangement of the aforementioned third party services. HMTG shall not be liable for non-performance or faulty performance of the arranged contract.

13.2 The mediation of accommodation services is a service of HMTG. The aforementioned service is offered regardless of temporal or causal connection with events * of any kind and establishes its own legal transaction.

13.3 The liability of HMTG is limited to cases of intent and gross negligence. Liability for ordinary negligence is excluded. The above exemption of liability does not apply to injuries to life, limb or health; to guarantees granted; or breach of duties, the fulfilment of which is essential for the implementation of the agency agreement; to duties, the breach of which jeopardises the purpose of the contract; and duties, on the fulfilment of which the Customer may regularly rely. In the latter case, however, HMTG shall not be liable for any damage not foreseeable and not typical of this type of contract.

13.4 Claims for non-contractual performance of the services shall be directed without undue delay and exclusively to the Service Provider concerned. In the event that the information stated on the booking confirmation or the admission ticket does not suffice to identify the Service Provider, the required information can be obtained from HMTG.

* e.g. Conferences, congresses, trade fairs, trainings, performances, concerts, festivals, cultural or private events.

14 | Final provisions

14.1 Only the laws of the Federal Republic of German are applicable. If the Customer is a consumer, the mandatory provisions of the state where that Customer has his or her usual abode remain unaffected thereby.

14.2 The remaining provisions of the contract shall not be affected in the event that individual provisions of this contract are invalid or conflict with legal provisions. The invalid provision shall be replaced in mutual agreement by the contracting parties with a legally valid provision that is as close as possible to the commercial intention and purpose of the invalid provision.

The above provision shall apply correspondingly to loopholes. The German version of these GTC shall prevail.

Owner of GTCs:

Hannover Marketing und Tourismus GmbH

Vahrenwalder Str. 7

30165 Hanover, Germany

Managing director: Hans Christian Nolte

Registered office of the company: Hanover

Commercial register court: Amtsgericht (local court) of Hanover

Commercial register number: HRB 59223