

## Terms of Service

### I. Scope

1. These general terms and conditions apply to all contracts concluded with the LÉGÈRE HOTEL and LÉGÈRE EXPRESS, a hotel of FIBONA GmbH, Humboldtstrasse 6, 65189 Wiesbaden (hereinafter referred to as "Hotel"). Terms and conditions other than those of the hotel shall not become part of the contract, even if the hotel does not expressly contradict them.
2. The subletting or re-letting of the rooms and conference areas as well as their use for purposes other than the usual or agreed purposes are not permitted and require the hotel's prior written consent.

### II. Conclusion of the contract

1. The accommodation contract is closed when the hotel accepts the customer's reservation. In the case of a reservation via the website, the accommodation contract is also concluded when the hotel accepts the reservation. This applies accordingly to any extras booked.
2. The contract for the rental of conference space and the agreement of further services for the execution of events is concluded when the customer returns the signed offer within the option period noted on the offer. During this option period, the hotel reserves the conference space for the customer. If the option period expires without acceptance by the customer, no contract is concluded.
3. Offers that do not include an option date are non-binding and there is no entitlement to a reservation.
4. If, when renting conference space, it turns out that either the customer has misled about the real purpose of an event or has failed to provide information about essential circumstances and it is unreasonable for the hotel to be bound to the contract, in particular because of the security or reputation of the Hotels in the public can be endangered, the hotel can withdraw from the contract for the rental of conference space.

### III. Services, prices, payment, offsetting, price adjustment

1. The hotel is obliged to keep the rooms and conference areas reserved by the customer available and to provide the agreed services.
2. The agreed prices include the taxes and local charges applicable at the time of the conclusion of the contract. Not included are local taxes, which are owed by the guest according to the respective local law, such as visitor's tax.  
In the event of a change in the statutory value added tax or the introduction, amendment or abolition of local levies on the object of performance after conclusion of the contract, the prices shall be adjusted accordingly. In the case of contracts with consumers, this shall only apply if the period between conclusion and performance of the contract exceeds four months.
3. If the customer wishes a change in the service after the conclusion of the contract, for example changes in the number of rooms booked, the number of participants in an event, the hotel's services or the length of stay of the guests, this change request only becomes part of the contract if the hotel confirms.
4. Unless otherwise stipulated, the hotel's invoices are payable and due immediately and without any deductions. The hotel is entitled to request an appropriate advance payment or security deposit upon conclusion of the contract or thereafter. The amount of the advance payment and the payment dates are set out in the offer, on the booking page or in the contract for renting conference space.
5. The customer can only offset an undisputed or legally binding claim against a claim by the hotel.
6. The customer agrees that the invoice can be sent to him electronically.
7. In respect of contractors with continuing obligations, e.g. recurring booking of conference space, prices shall be adjusted once during a contracted Year and in accordance with the development of the consumer price index published by the Federal Statistical Office.

#### **IV. Guarantee of an individual room reservation**

1. Reservations with an arrival after 6:00 p.m. must be guaranteed for a late arrival. A guaranteed reservation is held until 12:00 noon on the day following the day of arrival.
2. To ensure a guarantee, an advance payment is required, e.g. by means of a valid credit card or a written guarantee confirmation from the company (only for group reservations).
3. The amount depends, especially on the length of stay. At the end of the stay, the deposit / reservation will either be offset against the guest's outstanding debts or paid out. The credit card reservation, if it is not converted into a payment, usually expires after an average of 14 days. Depending on the card-issuing bank, this can also be made earlier or later.

#### **V. Cancellation and no-show**

Cancellations of individual reservations have to be made either online via the booking page or by email to the booked hotel. Group reservations must be made in writing. If a cancellation is not submitted in time, the price agreed in the booking confirmation must be paid even if the customer does not make use of the contractual services. This does not apply (i) in cases of default by the hotel, (ii) an impossibility of rendering the service for which the hotel is responsible or (iii) insofar as the hotel can also render the service to third parties.

If a right of withdrawal has not been agreed or has already expired and there is also no statutory right of withdrawal or termination, the hotel retains the claim to the agreed remuneration despite the non-utilization of the service. The hotel shall credit the income from renting the rooms to other parties as well as the saved expenses. If the rooms are not rented to other parties, the hotel may make a lump-sum deduction for saved expenses. In this case, the customer is obligated to pay 90% of the contractually agreed price for overnight stays with or without breakfast as well as for package arrangements with third-party services, 70% for half-board and 60% for full-board arrangements. The customer is free to prove that the aforementioned claim did not arise or did not arise in the amount demanded.

#### **VI. Individual room reservation (single reservation)**

1. Individual reservations might be canceled free of charge no later than 6:00 p.m. on the day of arrival. For cancellations after 6 p.m., a cancellation fee of 90% of the rate of the first night, booked with or without breakfast, will be charged.
2. In the event of a no-show, a fee of 90% of the rate of the first night, booked with or without breakfast, will be charged. In the event of no-show, additional nights may be automatically canceled on the day after arrival at 12:00 noon.
3. Early bird rate: This rate is subject to special conditions: an advance payment of 100% of the booked services is required when making the reservation and will be debited from the specified credit card. A free cancellation of the reservation is not possible. In the event of cancellation, the advance payment made will be retained in full as a cancellation fee. It is also not possible to change the reservation dates.

#### **VII. Event reservation, group reservation**

1. If a deadline for cancellation has been agreed in writing between the customer and the hotel, the customer can withdraw from the contract until then without any claims for payment or damages. The customer's right of withdrawal expires if he does not exercise his right of withdrawal in writing by the agreed date.
2. In case of cancellation after the contractually agreed deadline, the cancellation fees according VI. 1. Shall apply. For the cancellation of a group booking (from 10 rooms) and for event bookings, the cancellation fees agreed in the respective contract shall apply.

#### **VIII. Withdrawal by the hotel**

1. If the contract provides an advance payment by the customer, this advance payment is not be made on time and the customer does not pay this advance payment within a reasonable grace period set by the hotel, the hotel is entitled, at its discretion, to withdraw from the contract or to

demand compensation for non-performance.

The hotel reserves the right to check credit cards and carry out pre-authorizations. In the event of an invalid card, the customer will be notified and has 48 hours to submit a valid credit card. If this does not happen within this period, the hotel has the right to withdraw from the contract and cancel the reservation.

2. Furthermore, the hotel is entitled to withdraw from the contract in the event that it occurs
  - a) force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfill the contract,
  - b) rooms or conference areas are booked with misleading or false information about essential facts, for example about the customer or the purpose,
  - c) the hotel has justified cause to believe that the use of the hotel service may endanger the business operations, the security or the reputation of the hotel in public,
  - d) there is a violation of the section "Scope", I. Paragraph 2 ("subletting").
3. The hotel shall inform the contract partner immediately of the exercise of the right of withdrawal and, in the case of 2. a), reimburse the customer; In the cases of this paragraph b) to d) a reimbursement of advance payments will be made, taking into account any claims for damages of the hotel due to breach of duty and / or use contrary to contract.

In the case of a justified withdrawal, the customer has no right to compensation from the hotel.

#### **IX. Provision, handover and return of rooms and conference areas**

1. The customer has not right that a specific room will be provided.
2. The reserved rooms are available to the customer from 3:00 p.m. on the day of arrival and must be vacated by 12:00 noon on the day of departure. If the customer wishes a late check out and / or early check in, this will be provided according availability and for an additional fee according to our current price list; there is no entitlement to this.
3. As part of the reservation, the customer is provided with conference space for the specified number of people for the contractually agreed period, unless the customer books a specific conference space. If the number of participants is reduced by more than 10%, the FIBONA LÉGÈRE HOTELGROUP is entitled to exchange the confirmed rooms - taking into account the possibly lower room rent - unless this is unreasonable for the customer.

#### **X. Provision of replacement accommodation**

1. The hotel can provide the contractual partner or the guest with adequate substitute accommodation of the same quality if this is reasonable, especially if the deviation is insignificant and objectively justified.
2. Additional expenses for the replacement accommodation shall be borne by the hotel.

#### **XI. Warranty, liability**

1. The hotel is liable for damage that is based on an intentional or grossly negligent breach of duty by the hotel and damage that is based on an intentional or negligent breach of contractual obligations (so-called „cardinal obligation“, i.e. such an obligation, the fulfillment of Contract only is made possible and on whose compliance the contractual partner regularly trusts and may trust).
2. If the hotel breaches an essential contractual obligation through slight negligence, the obligation to pay compensation is limited to the typically foreseeable damage. Free room safes and / or lockers are available at the reception for money, securities, valuables, etc.
3. Should there be any deficiencies in the hotel's services, the hotel will take remedial action if it becomes aware of it or if the customer complains about it immediately. In addition, the customer is obliged to inform the hotel in good time of the possibility of exceptionally high damage.
4. The hotel is liable to the customer for brought in things according to statutory law. The hotel recommends the use of the hotel safe and/or room safe. If the customer wishes to bring in money, securities and valuables with a value of more than 800 euros or other items with a value of more

than 3,500 euros, this requires a separate storage agreement with the hotel.

## **XII. Changes to these Terms and Conditions**

The hotel is entitled to amend these terms and conditions vis-à-vis corporate customers if this is necessary due to developments that were not foreseeable at the time the contract was concluded, which are not within the hotel's sphere of influence and which the hotel also did not cause, in order to re-establish the relationship of equivalence that existed between the contracting parties at the time the contract was concluded and essential regulatory contents of the contract (e.g. type and scope of the contractually owed service, termination) are not affected by this. Changes to these terms and conditions are also permissible if difficulties arise in the execution of the contract caused by gaps in these terms and conditions, e.g. as a result of jurisdiction deeming a clause to be invalid. The corporate customer will be notified in writing of the change in the terms and conditions 4 weeks before it takes effect. In this case, the corporate customer shall have a special right of termination. If the corporate customer does not terminate the contract within four weeks of receipt of the notice of change, the changes shall be deemed to have been agreed. This shall be pointed out to the customer separately in the notification of change.

## **XIII. Miscellaneous**

1. Pets are allowed in the entire hotel.
2. Smoking is not permitted in any inside rooms of the hotel. Designated smoking areas outside the hotel equipped with ashtrays are marked. Smoking is only permitted in these smoking areas.
3. Each guest is obliged to submit a registration form and other documents upon arrival, insofar as this is required or ordered by law or by the authorities.
4. Upon arrival, the guest is obliged to pay the entire invoice amount in advance by credit card. (Exception: the company pays the guest's total bill and confirms this in writing). Cash payments are not accepted.
5. The following means of payment are accepted: American Express, Visa, MasterCard and EC / Maestro card.

## **XIV. Social Media Competition (Conditions of participation)**

### **1. Participation**

For the exact conditions of participation, please refer to the corresponding competition. Only one submitted registration per participant will be entered into the competition. It is strictly prohibited to use multiple email addresses or multiple social media profiles to increase the chances of winning. Participation in the competition is free of charge.

### **2. Eligible participants.**

Natural persons who have reached the age of 18 are eligible to participate. Participation is not limited to customers of the organizer and is not dependent on the purchase of goods or services. Should a participant be restricted in his/her legal capacity, the consent of his/her legal representative is required. Automated lottery services as well as lottery clubs are excluded from participation. Not eligible to participate in the competition are all persons involved in the conception and implementation of the sweepstakes and employees of the operator as well as their family members. In addition, FIBONA GmbH reserves the right to exclude individual persons from participation if there are justified reasons, for example

- a) in the event of manipulation in connection with access to or implementation of the competition,
- b) in the event of violations of these conditions of participation,
- c) in the event of unfair actions or (d) in the event of false or misleading information in connection with participation in the competition. FIBONA GmbH reserves the right to take legal action if necessary. Users must take responsibility for any legal violations. The legal process is excluded. If a provision hereunder is or becomes ineffective, the effectiveness of the rest of the contract shall remain unaffected. The ineffective provisions shall be replaced by the appropriate legal provisions.

### **3. Winning, notification, transmission and redemption of the prize**

By participating, you have the opportunity to win a voucher or an item of value for the Légère

Hotelgroup arrangement described on Social Media. The sweepstakes campaign starts with the publication of the sweepstakes entry and is limited in time. The time limit can be found in the respective sweepstakes. The end of the competition will be announced in good time on social media. The winners will be determined after the closing date as part of a random draw among all participants. If the competition is linked to a task, only those participants who have completed the task correctly will be entered into the draw. The winner(s) of the prize draw will be informed of the win in a timely manner via a separate message on the relevant social media portal.

After the winner has been announced, he/she will be requested to contact FIBONA GmbH so that the collection or redemption of the prize can be communicated. Any costs incurred for the shipment of the winnings will be borne by the operator. Any additional costs associated with the claiming of the prize shall be borne by the winner. The winner is responsible for any taxation of the prize. Payment of the prize is excluded. If a value voucher/overnight stay voucher is named as a prize, this is only to be redeemed on request, subject to availability and outside of trade fairs and event dates, at the selected hotel of the Légère Hotelgroup. The value vouchers/accommodation vouchers are not valid for services booked before the competition period and cannot be credited. If the winner does not contact FIBONA GmbH within 5 days, the claim to the prize will be forfeited. If this occurs, a new winner will be drawn from all eligible participants. This will also happen if the sending of the prize should not be possible due to the provision of incorrect/incorrect data regarding the contact address.

#### 4. Data protection information

Participation in the competition requires the provision of personal data. The participant assures that the personal data provided by him, in particular first name, last name and email address are true and correct. The organizer points out that all personal data of the participant will neither be passed on to third parties nor given to them for use without consent. In the event of a win, the winner agrees to the publication of his/her name and place of residence in the advertising media used by the operator. This includes the announcement of the winner on the website of the operator and its social media platforms.

#### 5. Exemption from any social media platform

This sweepstake is carried out by FIBONA GmbH. Any social media platform is in no way connected to this sweepstake. Therefore, the corresponding social media platform is not available as a contact person regarding this competition. All questions/information in this regard are to be sent to FIBONA GmbH.

#### 6. Other

FIBONA GmbH reserves the right to adjust, modify or terminate the competition at any time. Circumstances that may lead to this are, for example, disruption of the competition due to force majeure, legal reasons, technical reasons (e.g. hardware or software errors) or manipulation of the competition by third parties. FIBONA GmbH is not liable for any consequences arising from participation in the competition that lie outside its sphere of responsibility. A cash payment of the prize is not possible. Winning claims cannot be transferred to other persons. The legal process is excluded.

#### 7. Severability clause

Should any provision of these conditions of participation be or become invalid in whole or in part, the validity of the remaining provisions of these conditions of participation shall not be affected thereby. Instead of the ineffective provision, the legally permissible provision that comes closest in economic terms to the meaning and purpose expressed in the ineffective provision shall apply. The same shall apply in the event of a loophole in these terms and conditions of participation.

### **XV. Final Provisions**

1. Changes or additions to the contract or these terms and conditions must be made in writing.
2. Place of fulfillment and place of payment are the hotel's place of business. As far as the customer is a merchant or entrepreneur according to § 14 BGB, the exclusive place of jurisdiction is hotel's place of business.

3. If a provision hereunder is or becomes ineffective, the effectiveness of the rest of the contract shall remain unaffected. The ineffective provisions shall be replaced by the appropriate legal provisions.
4. All contractual relationships are exclusively subject to the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG) and the conflict of laws rules of international private law.

Wiesbaden, May 2022