

# General Terms and Conditions of Scandic Hotels Deutschland GmbH

## 1. Scope of application and use

1.1 These general terms and conditions ("GTCs") apply to the rental of conference, dining and exhibition rooms as well as hotel rooms for group or individual corporate bookings, as well as for all related hospitality and other services provided by Scandic Hotels Deutschland GmbH ("Scandic") in relation to all accommodation facilities belonging to Scandic (in each case the "hotel"), insofar as no individual agreements have been made between the parties.

1.2 All agreements that are intended to be part of the contract or that are made between Scandic and the customer in connection with the execution of the contract must be made in writing. This also applies to agreements that subsequently amend the contract.

1.3 The customer's GTCs shall only apply if this has been expressly agreed in writing between the parties in advance.

## 2. Conclusion of contract

The contract with the customer comes into effect as soon as the customer has signed Scandic's offer and Scandic has received the signed offer by the specified deadline by post, email or fax.

## 3. Services, prices, payment terms

3.1 The hotel is obliged to keep the booked rooms available and to provide all other agreed services ("contractual services").

3.2 The customer is obliged to pay Scandic the prices agreed for the contractual services and the prices applicable to any other services used. This also applies if these services have been arranged by persons attributable to the customer and nothing else has been agreed between the parties.

3.3 Prices are quoted net of the statutory value added tax and any other taxes and levies. If the customer is an entrepreneur and if the statutory value added tax or other taxes and duties (e.g. city tax) are increased between the conclusion of the contract and the fulfilment of the contract, Scandic may demand from the customer the increased value added tax rate or the other increased tax and duty rates. If the customer is a consumer, the increased value added tax or other increased taxes and levies can be passed on to the customer if more than four months elapse between the conclusion of the contract and the fulfilment of the contract, unless the parties have agreed otherwise.

3.4 If a period longer than four months elapses between the conclusion and fulfilment of the contract and Scandic's generally calculated price for the contractual services increases, Scandic may reasonably increase the contractually agreed price, but by no more than 10%.

3.5 Unless otherwise agreed or unless Scandic's invoice indicates a due date, invoices are due immediately. In the event of default in payment, Scandic shall be entitled to demand the respectively applicable statutory default interest. Scandic reserves the right to prove greater damage.

3.6 The customer shall only be entitled to set-off rights if their counterclaims have been legally established, are undisputed or have been recognised by Scandic. In these

cases, the customer is also authorised to exercise a right of retention insofar as their counterclaim is based on the same contractual relationship.

## 4. Room availability, handover and return, change of event rooms

4.1 The customer does not have the right to be provided specific rooms in the hotel. 4.2 Booked rooms are available to the customer from 4:00 p.m. on the agreed arrival date. The customer has no right to earlier provision.

4.3 On the day of departure, the room must be vacated by the customer by 10:00 a.m. at the latest. If the guest fails to vacate the room by the end of the day, the hotel is entitled to charge 50% of the room rate until 6 p.m. on the day of departure and 100% of the room rate from 6 p.m. on the day of departure.

The customer is at liberty to prove to Scandic that it has incurred no or significantly lower damages.

4.4 Scandic is entitled to charge a fee for luggage storage and to bill the customer accordingly, provided that the customer has been informed of the amount of the fee in advance.

4.5 Scandic is entitled, in good time before the start of the event, in particular if the number of participants changes, to provide the customer at the hotel with event rooms other than those offered, provided that the new rooms are equally suitable for holding the customer's event.

## 5. Customer's duties

5.1 Events that do not serve exclusively social purposes and primarily serve a commercial interest, such as sales events, trade fairs, conferences, training courses, job interviews, require the prior written consent of Scandic.

5.2 The prior written consent of Scandic is required if the rented rooms are to be sublet or re-let or used other than for lodging purposes.

5.3 At the end of the rental period, the customer must remove all items brought in by them from the hotel at their own risk. If the customer fails to do so, Scandic may remove and store the items at the customer's expense. If the items remain in the rented rooms, Scandic may charge reasonable compensation for use for the duration of their stay. The customer is free to prove that the aforementioned claim did not arise or did not arise in the amount demanded. Any objects brought in for decoration at an event held by the customer must have been approved in writing by Scandic and must comply with the fire protection regulations.

5.4 It is not permitted to bring your own food and drinks. Deviations can be agreed in writing in individual cases in exchange for a service fee.

## 6. Withdrawal of the customer

6.1 Scandic and the customer may contractually agree in writing that the customer may cancel the contractual service in whole or in part within certain deadlines, without this resulting in payment or compensation claims by

Scandic (contractual right of withdrawal). 6.2 The customer's contractual right of withdrawal expires if he does not cancel the contractual service by the agreed date by letter, e-mail or fax.

6.3 If the customer does not cancel the reservation by the deadline, Scandic will charge the customer the following flat-rate compensation:

6.3.1 If the customer does not use the rooms booked by them, 90% of the agreed price will be charged for a room with bed and breakfast.

6.3.2 If the customer does not use the booked conference, banquet and exhibition rooms, 90% of the agreed services and 90% of the lost food sales will be charged.

6.3.3 The customer is at liberty to prove that no damage was incurred or that the damage incurred by Scandic was lower than the flat rate charged.

## 7. Cancellation by the hotel

7.1 Insofar as it was agreed that the customer can withdraw from the contract at no cost within a certain period of time, Scandic is entitled for its part to withdraw from the contract in whole or in part during this period of time if inquiries from other customers regarding the contractually reserved event rooms and/or hotel rooms exist and the customer does not waive their right of withdrawal upon inquiry thereof by Scandic.

7.2 If an agreed advance payment is not made even after a reasonable grace period set by Scandic has expired, Scandic is also entitled to withdraw from the contract. In the event that no deposit payment has been received by the agreed date, Scandic reserves the right to withdraw from the contract after a fruitless expiry of a grace period set for this purpose.

7.3 If it has been agreed with a customer that the customer must present a credit card for the contract to be valid, Scandic may set a reasonable deadline for the presentation of the credit card and, if the deadline passes without success, may withdraw from the contract.

7.4 Scandic or the customer shall be entitled in the event of force majeure at the place of performance, such as, in particular, natural disasters (floods, earthquakes, inundations, etc.) legal lockouts and epidemics (including epidemics and pandemics), fire damage, as well as operational disruptions or official orders for which Scandic is not responsible and which make the fulfilment of the contract impossible.

7.5 Furthermore, Scandic is entitled to withdraw from the contract immediately for an objectively justified reason, for example if

- events or rooms are booked under misleading or false information regarding essential contractual facts, e.g. the identity of the customer, their ability to pay or the purpose of the event;
- Scandic has justified cause to believe that the event may jeopardise the smooth running of the business, the security or the reputation of the hotel in public, without this being attributable to Scandic's sphere of control or organisation;
- the purpose or the occasion of the event is illegal;
- there is a violation of section 5.1 or 5.2.

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7.6 Justified cancellation by Scandic does not entitle the customer to compensation. Section 9 remains unaffected. 7.7 The statutory right of cancellation according to § 323 ff. of the BGB [German Civil Code] remains unaffected.

## 8. Technical facilities and connections

8.1 The customer shall treat the technical equipment provided by Scandic with care and return it in proper condition. Insofar as the technical equipment is the property of a third party, the customer shall indemnify Scandic against all claims of the third party which the latter may have as a result of culpable damage to the technical equipment by the customer.

8.2 The use of the customer's own electrical equipment via the hotel's electrical network shall require Scandic's consent. Any faults or damage to the hotel's technical systems caused by the use of such equipment shall be charged to the customer, provided that Scandic is not responsible for them. Scandic is entitled to charge a flat fee for electricity costs incurred through such use.

8.3 Malfunctions of technical or other equipment provided by the hotel will be remedied immediately if possible. Payments cannot be withheld or reduced if the hotel is not responsible for these disruptions.

## 9. Remedial action, liability of Scandic, limitation period

9.1 Should disruptions or defects in Scandic's services occur, Scandic will endeavour to remedy the situation as soon as it becomes aware of the disruption or defect or as soon as the customer complains. The customer is obliged to do everything reasonable to help rectify the fault and minimise any possible damage.

9.2 In all cases, Scandic's liability for damages – whether arising from contractual or non-contractual claims – is governed exclusively by the following provisions. Scandic shall not be held liable for any further damages. Insofar as Scandic's liability is excluded or limited, this also applies to liability towards third parties who come into contact with Scandic's contractual services at the customer's request or make use of them.

9.2.1 Scandic shall be liable for damages resulting from injury to life, limb or health caused by negligent or intentional breach of duty by Scandic, including its representatives and vicarious agents, in accordance with the statutory provisions.

9.2.2 Scandic is also liable in accordance with the statutory provisions if the customer asserts claims for damages that are based either on an intentional or grossly negligent breach of duty by Scandic, including its representatives and vicarious agents, or on the fact that Scandic has culpably breached an essential contractual obligation (an obligation whose fulfilment is essential to the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely). However, Scandic's liability for damages in these cases is limited to the amount of foreseeable, typically occurring damages, except in

the case that Scandic, including its representatives or vicarious agents, has acted with intent or gross negligence.

9.2.3 In particular, Scandic is not liable for damages to the customer's motor vehicles in the hotel garage or on the hotel car park, or for damages to the customer's property due to omitted or improperly executed wake-up calls, taxi orders, postal and goods deliveries, storage and forwarding, with the exception of intent and gross negligence.

9.2.4 Furthermore, Scandic is liable, where applicable, in accordance with the mandatory statutory provisions of § 701 et seq. of the BGB regarding the storage of items belonging to restaurateurs.

9.2.5 Scandic does not accept any liability for services, damages caused by the use of technical equipment from third-party companies or other services provided by third-party companies at the customer's request.

9.2.6 All claims against Scandic shall become time-barred one year after the statutory commencement of the limitation period. Notwithstanding the above, the statutory provisions shall apply to all claims for damages due to gross negligence and intent and due to injury to life, limb or health or the breach of a material contractual obligation.

## 10. Customer liability for damages

10.1 The customer shall be liable for any and all damage culpably caused by them or by persons who come into contact with the hotel and its facilities at the customer's instigation, in particular hotel guests and event participants.

10.2 All rooms in our hotels are non-smoking rooms. If a customer wants to smoke in their room, they can ask for a smoking room when they book. If a guest violates the smoking ban, Scandic is entitled to charge this guest the resulting costs of €150. Scandic is entitled to claim higher damages if it can prove that it has incurred such losses. The customer is entitled to prove that the damage was not incurred or was incurred in a significantly lower amount than the flat rate.

## 11. Dispute resolution body for consumers

Scandic is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

## 12. Data protection

Scandic processes personal data in order to take steps prior to entering into a contract and to fulfil contractual or legal obligations in accordance with the applicable legal provisions. For more information on how Scandic processes personal data, please refer to the Scandic privacy policy at <https://www.scandichotels.de/kundenbetreuung/preise-und-richtlinien/datenschutzrichtlinie>.

## 13. Miscellaneous

13.1 If the customer is a merchant or a legal entity under public law, the exclusive place of jurisdiction for all disputes in connection with the contract and its execution is Berlin; however, Scandic is also entitled to sue the customer at the court that has jurisdiction over their place of business.

13.2 The place of performance and payment is the location of the respective hotel.

13.3 The law of the Federal Republic of Germany shall apply to the legal relations between the parties, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.4 Should any provision of this contract be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected.

13.5 These GTCs are written in German and constitute the binding basis for all contractual relationships. An English translation of the GTCs is provided for information purposes only. In the event of discrepancies or legal doubts regarding the interpretation or content of the GTCs, the German version shall prevail and be binding.

**As at: July 2025**