

General Terms and Conditions for the Hotel Accommodation Agreement

1. Applicability

- a. These Terms and Conditions apply to contracts with Platzl Hotel Inselkammer KG, Sparkassenstr. 10, 80331 Munich, phone: +49 (0)89/23703 701, email: servus@platzl.de ("*the Hotel*") regarding the leaving for use of hotel rooms on basis of a rental agreement for lodging, as well as all other services and supplies provided by the Hotel to the Customer in connection therewith ("*the Hotel Accommodation Agreement*"). The term "Hotel Accommodation Agreement" encompasses and replaces the following terms: lodging agreement, guest accommodation agreement, hotel agreement, and hotel room agreement.
- b. These Terms and Conditions also apply to bookings made through online booking systems, third-party portals (OTAs), or other electronic distribution channels.--
- c. Subletting or subleasing the rooms left for use, as well as using them for purposes other than lodging, requires the Hotel's prior written consent. Section 540 (1) Sentence 2 of the German Civil Code (BGB) is excluded in those cases in which the Customer is not a consumer within the meaning of Section 13 of the German Civil Code (BGB).
- d. The Customer's terms and conditions apply only if they have been expressly agreed upon in writing in advance.

2. Conclusion of a contract, contracting party

- a. The contract is concluded when the Hotel accepts the Customer's request. The Hotel is free to confirm the room booking in text form. The Hotel may accept the Customer's offer within 3 days of receiving it. The language of this contract is German.
- b. The display of available rooms on the booking page of the Hotel's website does not yet constitute a binding contractual offer, but rather an invitation by the Hotel to submit an offer. By clicking the "*Jetzt kostenpflichtig buchen*" button (Book Now (Subject to Charges)) on the booking page of the Hotel's website, the Customer submits a binding offer to make a reservation. During the booking process, until the form is submitted, the Customer can use the browser's "*Zurück*" button (Back button) to correct or delete their entries, or to cancel the booking process entirely. The Customer will receive a booking confirmation after making a reservation. After the contract is concluded, the Hotel will save the contract text and send it to the Customer as a PDF file by email.
- c. The contracting parties are the Hotel and the Customer. If a third party has made a reservation on behalf of the Customer, that third party is jointly and severally liable with the Customer to the Hotel for all obligations arising from the Hotel Accommodation Contract, provided the Hotel has received a corresponding statement from the third party.

- d. In the case of distance sales contracts (Section 312c of the German Civil Code (BGB)), the Customer has no statutory right of withdrawal pursuant to Section 312g(2)(9) of the German Civil Code (BGB).

3. Services, prices, payment, set-off

- a. The Hotel is obliged to provide the rooms booked by the Customer and to render the services agreed upon.
- b. The Customer is obliged to pay the Hotel's prices applicable and/or agreed upon for the leaving for use of the room/s and any further services used by the Customer. This shall also apply to any services ordered by the Customer and outlays paid by the Hotel to third parties.
- c. The agreed prices include the respective statutory value added tax (VAT). This does not include any local taxes that the guest is required to pay directly under the applicable local tax law.
- d. If the period between the conclusion of the contract and its fulfillment exceeds 4 months and if the price generally charged by the Hotel for such services increases, the Hotel may increase the contractually agreed price adequately, but by no more than 10%.
- e. The Hotel may also change the rates if the Customer subsequently requests changes to the number of rooms booked, the Hotel's services, or the length of the guests' stay, and the Hotel agrees to such changes.
- f. If technical errors - particularly in connection with online reservations or price transfers - result in obviously incorrect price quotes, the Hotel is entitled to contest the contract or withdraw from it.-
- g. Hotel invoices without a due date are payable without deduction within 10 days of receipt of the invoice. The Hotel is entitled to demand immediate payment of accruals receivable at any time. In the event of late payment, the Hotel is entitled to charge late payment interest in accordance with Section 288 of the German Civil Code (BGB); the Hotel reserves the right to claim additional damages.
- h. The Hotel is entitled to demand a reasonable advance payment or security deposit (e.g. in the form of a credit card guarantee) from the Customer upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in text form in the contract.
- i. In justified cases - such as when the Customer is in arrears or the scope of the contract is expanded - the Hotel is entitled, even after the contract has been concluded and up until the start of the stay, to demand an advance payment or security deposit in accordance with subparagraph (h), or to increase the agreed-upon advance payment or security deposit to the full amount of the agreed-upon compensation.

- j. The Customer may only offset or reduce a claim of the Hotel with an undisputed or legally enforceable claim.

4. Withdrawal by the Customer (counter-order, cancellation)

- a. The Customer's withdrawal from the contract entered into with the Hotel requires the Hotel's written consent. Where the Hotel does not grant such written consent, the agreed-upon price specified in the contract must still be paid, even if the Customer does not make use of the contractual services.
- b. This does not apply in cases where the Hotel is in default of performance or where the Hotel is unable to provide the services for reasons attributable to the Hotel.
- c. If the Hotel and the Customer have agreed on a date for the withdrawal from the contract in writing, the Customer may withdraw from the contract until then and no claims for payment or for damages shall arise in favour of the Hotel. The Customer's right of withdrawal expires if the Customer does not exercise that right in writing with the Hotel by the agreed-upon date, unless the Hotel is in default of performance or is unable to provide the services for reasons attributable to the Hotel.
- d. For rooms not used by the Customer, the Hotel must credit the Customer the revenue generated from renting those rooms to other guests, as well as the expenses saved.
- e. The Hotel is free to calculate the damages it incurs - which the Customer is required to reimburse - on a lump-sum basis. The Customer is then obligated to pay 90% of the contractually agreed-upon price for lodging with or without breakfast, 70% for half-board arrangements, and 60% for full-board arrangements.
- f. The Customer is free to prove that no damage occurred or that the damage incurred by the Hotel is less than the flat fee charged.

5. Withdrawal by the Hotel

- a. If the Customer's right to cancel within a specified period has been agreed upon in writing, the Hotel is, for its part, entitled to cancel the contract during that period if it receives requests from other customers for the rooms booked under the contract and the Customer does not waive their right to cancel upon the Hotel's inquiry.
- b. If an agreed advance payment is not made even after the expiry of a reasonable grace period set by the Hotel with a warning of refusal, the Hotel is also entitled to withdraw from the contract.
- c. Furthermore, the Hotel is entitled to withdraw from the contract for good cause for objectively justified reasons, e.g. if
 - i. fulfillment of the contract is impossible due to e.g. force majeure or other circumstances beyond the control of the Hotel;
 - ii. rooms are booked under misleading or false statements of material facts, e.g. regarding the person of the Customer or the purpose;

- iii. the Hotel has reasonable grounds to believe that the use of the Hotel's services may jeopardize the smooth operation of the business, the security or the reputation of the Hotel in public, without this being attributable to the Hotel's sphere of control or organization.
- iv. the purpose or reason for the stay is unlawful;
- v. there is a violation of paragraph 2 of the "Applicability" section above.

- d. The justified withdrawal of the Hotel does not justify any claims for damages by the Customer.
- e. The Hotel reserves the right to temporarily restrict the provision of individual services or to close certain facilities (e. g. restaurant, wellness areas, event spaces) for objectively justified reasons such as renovations, maintenance work, events, force majeure, or for reasons related to sustainability.- This does not give rise to any claims for price reductions or for -damages.

6. Provision, handing over and return of rooms

- a. The Customer will not acquire the right to be assigned specific rooms.
- b. Booked rooms are available to the Customer from 03:00 p.m. of the agreed the day of arrival onwards. The Customer has no right to be provided with the room before 03:00 p.m.
- c. On the agreed day of departure, the rooms must be vacated and made available to the Hotel by 12:00 a.m. at the latest. Thereafter, the Hotel may charge 50% of the full accommodation rate by 06:00 pm and after 06:00 pm 100% for the additional use of the room plus the damage incurred by the Hotel. The Customer is free to prove to the Hotel that the Hotel suffered no damage or only a significantly lower damage.

7. Liability of the Hotel, limitation

- a. The Hotel's liability is limited to cases of willful misconduct and gross negligence on its part or on the part of its legal representative or agents. This expressly does not apply to liability for damages resulting from injury to a person's body, health, or life, or in the event of a breach of cardinal obligations. Cardinal obligations are any obligations typical for the contract which make the proper execution of the contract possible in the first place and on the fulfillment of which the Customer relies and may rely. In the event of liability for ordinary negligence - excluding liability for injury to person, health, or life - liability is limited to any foreseeable damage typical for this type of contract. Should any disruptions or deficiencies arise in the Hotel's services, the Hotel will make every effort to remedy the situation upon becoming aware of them or upon receiving an immediate complaint from the Customer. The Customer is obligated to take all reasonable steps to resolve the problem or minimize any potential damage.
- b. The Hotel is liable to the Customer for items brought onto the premises in accordance with statutory provisions, i.e. up to one hundred times the room rate, with a maximum

of EUR 3,500, and up to EUR 800 for cash and valuables. Cash and valuables may be stored in the Hotel or room safe up to a maximum value of EUR 5,000; in this case, the liability limits specified in the preceding sentence do not apply. The Hotel recommends taking advantage of this opportunity.

- c. Claims for liability shall be barred unless the Customer notifies the Hotel immediately upon becoming aware of the loss, destruction, or damage (Section 703 of the German Civil Code (BGB))
- d. No custody agreement comes into existence when a parking space is made available to the Customer in the Hotel garage or on a Hotel parking lot, even if such parking space is billed. The Hotel is not liable for the loss of or damage to motor vehicles parked or maneuvered on the Hotel premises, or to their contents, except in cases of willful misconduct or gross negligence. This shall also apply to any vicarious agents of the Hotel.
- e. Wake-up calls are handled by the Hotel with the utmost care. Claims for damages, except in cases of gross negligence or willful misconduct, are excluded.
- f. Messages, mail, and packages for guests are handled with care. The Hotel will handle the delivery, storage, and - upon request - the forwarding of these items for a fee. Claims for damages, except in cases of gross negligence or willful misconduct, are excluded.
- g. Any claims against the Hotel shall be time-barred within 1 year commencing upon the start of the statutory limitation period. This does not apply in the event of injury to the body, harm to health, or loss of life, or in the event of a breach of duty by the Hotel, its representative, or its vicarious agent committed intentionally or through gross negligence.

8. Householder's rights & code of conduct, pets

- a. The Hotel holds the householder's rights. In the event of a disturbance of the peace, inappropriate behavior, or a violation of legal regulations or legitimate instructions from the Hotel staff, the Hotel is entitled to terminate the lodging agreement without notice. In this case, there is no right to a refund.
- b. Pets are permitted only with the Hotel's prior approval. The guest is liable for any damage caused by pets or for any additional cleaning costs incurred. The Hotel is entitled to bill an appropriate cleaning charge (lump sum) for that.

9. Final provisions

- a. Amendments or additions to the contract, the acceptance of the request or these Terms and Conditions for Hotel Accommodation should be made in in text form. Unilateral changes or additions are invalid.
- c. The place of performance and payment is Munich.
- d. The place of jurisdiction is exclusively the registered office of the Hotel for commercial transactions – even in case of disputes about cheques and bills of exchange. If a contracting party fulfills the requirements of Section 38 (1) of the German Code of Civil Procedure and does not

have a general place of jurisdiction within Germany, the place of jurisdiction shall be the registered office of the Hotel.

- e. The Hotel is neither willing nor obligated to participate in dispute resolution proceedings before a consumer arbitration board.
- f. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- g. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be legally ineffective or null and void, the validity of the remaining provisions shall remain unaffected. To the rest, the statutory regulations shall apply.
- h. In addition to these General Terms and Conditions, the Hotel's current Privacy Policy and the guidelines on electronic communication (email, CRM systems, newsletters) apply.--

Munich, this 15 July 2026