APPENDIX 11

General Terms and Conditions (GTC)

In2 The Hotel

Am Rheintor 1, 46509 Xanten

Reservations via:
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- hereinafter referred to as "accommodation provider" or "provider" -

§1 General Provisions

1.1 These Terms and Conditions apply to contracts for the rental of rooms for lodging as part of a boarding house operation, as well as to all other services and deliveries provided by the Provider to the Customer.

1.2 These Terms and Conditions become the binding basis of the contract upon booking a room.

1.3 The customer is required to provide the provider with a valid email address at the time of booking. The provider will send all access information to this address upon booking.

1.4 The room is in proper condition and free of any apparent defects. The customer confirms the proper condition of the room and the completeness of the furnishings upon check-in.

1.5 Subletting or subleasing a room provided by the Provider, as well as using it for purposes other than lodging, requires the Provider's prior written consent.

§ 2 Conclusion of the Contract / Contracting Parties

2.1. The contract is concluded through

2.1.1 the Provider's written confirmation of the Customer's reservation. Written confirmation also includes the conclusion of a contract via email.

2.1.2 the Provider's acceptance of the Customer's request.

2.2. The contracting parties are the Provider and the Customer.

2.3. If a third party has made the reservation, that third party is jointly liable with the Customer to the Provider for all obligations arising from the accommodation contract.

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§ 3 Services, Prices, Payment, Setoff

3.1 The Provider's offers are subject to change and non-binding. Declarations of acceptance and all related descriptions of the scope of services require the Provider's written, faxed, or telephone confirmation to be legally effective. The same applies to additions, amendments, or collateral agreements.

3.2 Upon the conclusion of an accommodation contract and the customer's timely payment of the agreed-upon amount, the Provider is obligated to reserve a room for the customer and to provide the agreed-upon services.

3.3 The Provider's employees are not authorized to enter into verbal side agreements or make verbal assurances that go beyond the content of the written contract. Agreements are binding only if they have been confirmed in writing by the Provider.

3.4 The customer is obligated to pay the applicable or agreed-upon rates for the provision of the rooms and any additional services utilized by the customer. This also applies to services and expenses incurred by the provider on behalf of third parties.

3.5 The total price of the reservation (accommodation costs plus any special services booked) is due at the time of booking, or upon arrival at the property at the latest. Other payment terms require written agreement.

If payment or a refund is made by bank transfer, the provider is entitled to pass on to the customer any additional costs incurred in connection with the transaction, particularly in the case of international transfers or transfers made through foreign financial institutions.

3.6 By providing their credit card information, the customer irrevocably authorizes the provider to charge the card for all costs associated with the rental of rooms for lodging, as well as all costs for additional services and goods provided by the provider to the customer. This expressly applies also to losses of accessories or damage to items provided or to the room for which the customer is responsible.

3.7 In the event of an unauthorized credit card chargeback, the provider reserves the right to charge a flat-rate processing fee of €100.00 to cover the costs incurred. The customer reserves the right to prove that the provider incurred no damage or only minor damage.

3.8 The customer may offset the provider's counterclaims only against undisputed or legally established claims arising from this contractual relationship. The same applies to the withholding of payments.

3.9 The price list may be updated from time to time. The updated prices supersede the previously valid prices and become an integral part of this contract. The customer will be notified of any updates in writing in a timely manner prior to the start of service. In the event of a price increase, the customer has, in addition to the grounds for termination specified in § 8, an extraordinary right of termination effective as of the start of the proposed increase. This extraordinary right of termination must be exercised in writing no later than 1 week after notification of the price increase. The date of receipt by the provider determines whether the termination is timely.

3.10 If the customer defaults on payment of due invoices, the customer is obligated to pay late payment interest at a rate of 5% above the European Central Bank's base rate. The Provider reserves the right to claim additional late payment interest, including, in particular, proof of greater damages.

3.11 All accommodation/overnight stay rates include 7% value-added tax. If the duration of a room's use exceeds 6 months, the customer is obligated to pay the provider the higher value-added tax rate (19% in such cases).

3.12 For stays of several days, daily room cleaning is not provided. During the stay, fresh towels, toilet paper, and other standard hotel room amenities can be obtained at any time. For stays of more than seven nights, a complete room cleaning will be performed. Additional linens or towels can be provided daily upon request for an agreed-upon fee.

3.13 This is a hotel without a staffed front desk. An emergency number is posted for emergencies. If the emergency service is called due to the guest's own fault (incorrect code entry, failure to check messages at the registered email address), the accommodation provider is entitled to charge a flat-rate compensation fee of €50.00 (plus applicable VAT) per call.

§ 4 Provision, Handover, and Return of the Room

4.1 The customer has no right to a specific room.

4.2 Rooms are available on the day of arrival starting at 3:00 p.m.

4.3 On the agreed-upon day of departure, the room must be vacated and made available by 10:00 a.m. at the latest. Thereafter, the provider may charge 100% of the daily rate for use beyond the terms of the contract due to the delayed vacating of the room. This does not give rise to any contractual claims on the part of the customer. The customer is free to prove that the provider incurred no damage or only significantly less damage.

4.4 The lodging provider undertakes to provide the rooms booked in accordance with this contract at the agreed price. In the event of a breach of contract, the lodging provider shall be liable in accordance with statutory provisions, but only up to the amount of the respective room rate per night. Any liability of the lodging provider beyond this is expressly excluded. The lodging provider shall not be liable for force majeure.

§ 5 Cancellation / Invoice Correction

5.1 A reservation is binding. The provider is not responsible for inclement weather, illness, schedule changes, or delays. The customer may not derive any right to waive this provision or to deviate from it with respect to the provider's right to charge cancellation fees.

5.2 Cancellation policies vary depending on the booking portal and are bindingly confirmed by the customer during the booking process. Bookings made through our website can only be canceled via email, while bookings made through external portals must be canceled through those portals, which may incur additional fees.

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5.3 Cancellation Fees for Reservations:

5.3.1 The Provider reserves the right to charge a one-time fee of €15.00 for processing a cancellation (for canceling the invoice, reversing the corresponding amount, etc.). The customer retains the right to prove that the Provider incurred no expenses or only minimal expenses.

5.3.2 Cancellations received after the cancellation period has expired will be charged a fee of 100% of the booking amount.

5.3.3 The Provider reserves the right to charge the credit card provided as a guarantee in accordance with the cancellation policy.

5.4 The amounts listed in Section 5.3 represent the maximum cancellation fees. However, the Provider will make every effort to keep cancellation fees as low as possible for the customer.

5.5 Any other agreements are valid only if made in consultation with the Provider and in writing.

5.6 If the customer provides the provider with a different billing address after the reservation has been made and the first invoice has been issued, the provider reserves the right to charge a fee of €15.00 for the invoice change. The customer retains the right to prove that the provider incurred no expenses or only minor expenses.

§ 6 Warranty and Liability

6.1 The Provider is not liable for the loss and/or destruction of the Customer's personal belongings, except in cases of willful misconduct or gross negligence.

6.2 The Provider is not liable for unforeseen, unavoidable, and extraordinary disruptions in service due to force majeure. Cases of force majeure are those beyond the Provider's control, such as natural disasters, civil unrest, etc.

6.3 The Provider shall not be liable for the improper or untimely transmission of contact information pursuant to Section 1.3, or for the Customer's failure to retrieve the transmitted access code.

§ 7 Data Protection and Data Sharing

7.1 The customer is hereby informed, in accordance with § 33 BDSG and § 3 TDDSG, that the provider processes the customer's personal data (name, address, period, and duration of stay) in machine-readable form and solely for purposes arising from the contract. The Provider is entitled to disclose customer data to the extent necessary to ensure the operation of the business (government authorities).

§ 8 Statute of Limitations

8.1. All claims against the Provider generally become time-barred one year after the start of the regular statute of limitations period pursuant to § 199(1) of the German Civil Code (BGB).

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§ 9 Miscellaneous

9.1 Dogs are permitted only with express written approval. The provider reserves the right to charge a fee for bringing a dog and to assign an appropriate room. Therefore, it is mandatory that the customer contact the provider well in advance. If a dog is brought without prior notification and approval, the provider is entitled to charge the standard dog fee retroactively. Any further claims for compensation for actual damages incurred or additional costs remain unaffected within the scope of statutory provisions.

9.2 Smoking is prohibited throughout the entire building. In the event of a violation, the customer will be charged a minimum of €150.00 for special cleaning of the room. The provider also reserves the right to charge the customer for higher costs, such as extensive special cleaning, relocating subsequent guests, etc. The customer reserves the right to prove that the provider incurred no damage or only minor damage.

§ 10 Final Provisions

10.1 All contracts are governed exclusively by the laws of the Federal Republic of Germany. Aachen is agreed upon as the exclusive venue for all disputes arising out of or in connection with the contracts.

10.2 The place of performance and fulfillment is Aachen.

10.3 Should individual provisions of these General Terms and Conditions or of the Accommodation Agreement be invalid or lose their validity due to a circumstance arising at a later date, the validity of the remaining provisions of the General Terms and Conditions or the Accommodation Agreement shall remain unaffected. The invalid contractual provisions shall be replaced by a provision that most closely approximates what the contracting parties would have intended with regard to their economic and personal interests, had they foreseen the invalidity. The same applies to any gaps in the General Terms and Conditions or the Accommodation Agreement.