

GENERAL TERMS AND CONDITIONS (GTC)



General Terms and Conditions (hereinafter „Terms and Conditions“) of aletto Hotels (aletto Hotel Kudamm & aletto Hotel Potsdamer Platz), updated 02/2025

1. Scope of validity

- a. These Terms and Conditions apply to all contracts for the rental of hotel rooms for accommodation as well as all other services and deliveries provided to the customer by the hotels named below:
aletto Hotel Kudamm – aletto Kudamm GmbH, Hardenbergstr. 21, 10623 Berlin, Germany

aletto Hotel Potsdamer Platz – aletto Potsdamer Platz GmbH, Luckenwalderstr. 12–14, 10963 Berlin, Germany
(hereinafter referred to as “Hotel” or “Hotels”)
- b. The sub-letting or re-letting of the rooms provided, as well as their use for purposes other than accommodation, is generally prohibited and requires the prior consent of the Hotel in text form. The right of termination pursuant to Section 540 (1) (2) of the German Civil Code (BGB) is waived insofar as the customer is not a consumer within the meaning of Section 13 of the German Civil Code (BGB).
- c. The validity of deviating or supplementary terms and conditions of the customer is excluded, even if the Hotel does not expressly object to them; these Terms and Conditions apply exclusively.

2. Conclusion of contract, contractual partners; limitation period

- a. The contract is concluded by the Hotel's acceptance of the customer's application.

If the Hotel makes a binding offer to the customer, the contract shall be concluded by the customer's timely acceptance of the Hotel's offer. The Hotel is free to confirm the room booking in text form.
- b. Contractual partners of the contract are the respective Hotel and the customer. If a third party has ordered on behalf of the customer, they shall be liable to the Hotel together with the customer as joint and several debtors for all obligations arising from the contract, provided that the Hotel has received a corresponding declaration from the third party.
- c. If the contract exclusively includes overnight accommodation with or without breakfast, half board and/or full board (accommodation contract), the following shall also apply:
- d. All claims of the customer against the Hotel, with the exception of claims for damages, are subject to a limitation period of one year from the statutory commencement of the limitation period. Claims for damages by the customer against the Hotel shall become statute-barred five years after the statutory commencement of the limitation period, unless they are based on injury to life, limb, health or liberty. The above reductions in the statute of limitations shall not apply to claims based on an intentional or grossly negligent breach of duty by the Hotel.

3. Services, prices, payment, offset

- a. The Hotel is obliged to keep the room booked by the customer and to provide the services agreed.
- b. The customer is obliged to pay the prices they owe in accordance with the contract for the provision of the room and the other services they use. This also applies to services of third parties arranged by the customer or to outlay made by the Hotel to third parties.
- c. The agreed prices include value added tax at the statutory rate at the time of the conclusion of the contract. If a higher statutory VAT rate applies in the booking period than at the time of conclusion of the contract, the Hotel may adjust the contractually agreed prices in accordance with this increase. However, if the customer is a consumer within the meaning of Section 13 of the German Civil Code (BGB), this shall only apply if the period between conclusion of the contract and the start of the booking period exceeds four months.

If the customer is not a consumer within the meaning of Section 13 of the German Civil Code (BGB) and is acting as an intermediary (such as a tour operator) in relation to the booking, the following shall also apply: If and insofar as the agreed booking period is more than four months after the conclusion of the contract and cost increases with regard to the booking have occurred at the Hotel after the conclusion of the contract which were unforeseeable and for which the Hotel is not responsible, the Hotel shall additionally be entitled at its reasonable discretion to pass on the higher costs by increasing the agreed prices accordingly on a pro rata basis.

If the customer is not a consumer within the meaning of Section 13 of the German Civil Code (BGB) and is not acting as an intermediary in relation to the booking, the following shall also apply: If, after the conclusion of the contract, unforeseeable cost increases for which the Hotel is not responsible have occurred with regard to the booking at the Hotel, the Hotel shall additionally be entitled, at its reasonable discretion, to pass on the higher costs by increasing the agreed prices accordingly on a pro rata basis.

- d.** Since 01.01.2014, a city tax of 5% has been levied on the accommodation price in Berlin. Only school and class trips that have been approved by the school management and comply with the implementation regulations of the Berlin Senate Department for Education, Youth and Science for school events are excluded from this regulation. Proof of this is required. Without this proof, the City Tax will be charged by the hotel in the case of accommodation contracts and the customer must pay this in addition to the agreed price. Accompanying teachers and bus drivers are subject to the tax. From January 1, 2025, the city tax will be 7.5 % of the overnight price. This regulation applies to all bookings that have been or will be made after April 1, 2024.
- e.** The Hotel may consent to a subsequent reduction in the number of rooms booked, reduction in the Hotel's services and/or shortening of the customer's length of stay requested by the customer conditional upon an increase in the price for the remaining rooms and/or for the remaining other services provided by the Hotel.
- f.** The customer shall pay the total price owed under the contract plus any city tax owed in accordance with Clause 3 (d) of these Terms and Conditions, less any deposit already paid by the customer, no later than upon arrival. For bookings with an invoice amount of more than € 1,000, a deposit of 30 % is required prior to arrival. Subsequent payment on account is only possible with the written consent of the Hotel and, insofar as payment is to be made by a third party, upon presentation of a declaration of assumption of costs.
- g.** Invoices of the Hotel without a due date are payable without deduction within ten calendar days of receipt of the invoice. In the event of default in payment by the customer, the Hotel shall be entitled to charge the statutory default interest applicable at the time. The Hotel reserves the right to prove and claim higher damages.
- h.** In justified cases, e.g. if the customer is in default of payment, the Hotel is entitled to refuse to provide further services.
- i.** Costs incurred by the Hotel for return debit notes shall be borne by the customer insofar as the customer is responsible for the necessity of the return debit note.
- j.** The customer shall only be entitled to offset any demands for payment by the Hotel with an undisputed or legally confirmed demand for payment.
- k.** For groups of 12 persons or more and/or 10 rooms or more, an initial deposit of 30% of the total booking price is due immediately after confirmation of the booking, unless otherwise agreed. Unless otherwise agreed, the remaining amount is due as a deposit at the latest 30 days before arrival without any further request for payment by the hotel. For group bookings within 8 weeks prior to arrival, the entire booking price is due in full as a deposit immediately after booking confirmation.

4. Withdrawal of the customer (cancellation), non-utilisation of the booked services of the Hotel (no-show)

4.1 Individual travellers and groups with fewer than 12 persons and fewer than 10 rooms)

- In the case of accommodation contracts for (i) individual travellers or (ii) groups with fewer than 12 persons and fewer than 10 rooms, the following cancellation conditions apply, unless otherwise agreed in text form:
- Unless one of the following exceptions applies, the customer may cancel the entire booking free of charge until 6 p.m. on the agreed day of arrival.
- Bookings during events and/or trade fairs in Berlin can only be cancelled by the customer free of charge up to 28 days before the latest possible arrival (i.e. 6 p.m. (or a later time agreed in text form) of the agreed day of arrival) if the customer was informed of this limited right of cancellation at the time of booking.
- Discounted bookings that have been offered by the Hotel with the addition „non-refundable“ cannot be cancelled by the customer free of charge
- Cancellation of the booking by the customer must be made in text form to be effective.
- If the customer does not make use of the booked rooms on the agreed day of arrival by 6 p.m. at the latest (or a later time agreed in text form) of the agreed day of arrival without having previously exercised any free cancellation right or a statutory right of withdrawal in good time, the Hotel shall retain the claim to the agreed remuneration despite the non-utilisation of the service. However, the Hotel shall take into account the income from any other letting of the booked rooms as well as any saved expenses. If the booked rooms are not otherwise let by the Hotel, the Hotel may make a flat-rate deduction for saved expenses in such a way that the customer is obliged to pay 90% of the agreed total booking amount in the case of booking overnight accommodation without breakfast and 80% of the agreed total booking amount in the case of booking overnight accommodation with breakfast. The customer shall remain at liberty to demonstrate that the Hotel has not sustained any damage or that the damage incurred by the Hotel amounts to less than the flat-rate sum specified..

4.2 Groups from 12 persons and/or 10 rooms

In the case of accommodation contracts for groups from 12 persons and/10 rooms, the following cancellation conditions apply, unless otherwise agreed in text form:

- The customer may cancel the entire booking free of charge up to 60 days before the latest possible arrival (i.e. 6 p.m. (or a later time agreed in text form) of the agreed day of arrival). If the booking is made less than 60 days before the latest possible arrival date, the customer cannot cancel the booking free of charge.
- Cancellation of the booking by the customer must be made in text form to be effective.
- If the customer does not make use of the booked rooms on the agreed day of arrival by 6 p.m. at the latest (or a later time agreed in text form) of the agreed day of arrival without having previously exercised any free cancellation right or a statutory right of withdrawal in good time, the Hotel shall retain the claim to the agreed remuneration despite the non-utilisation of the service. However, the Hotel shall take into account the income from the booked rooms as well as any saved expenses. If the booked rooms are not otherwise let, the Hotel may make a flat-rate deduction for saved expenses. In this case, the customer is obliged to pay cancellation fees in accordance with the following:
 - a. Cancellation 59 to 30 days before the latest possible arrival: 30% of the agreed total booking amount;
 - b. Cancellation 29 to 7 days before the latest possible arrival: 50% of the agreed total booking amount;
 - c. Cancellation 6 to 1 day(s) before the latest possible arrival: 80% of the agreed total booking amount;
 - d. In the event of cancellation on the agreed day of arrival or a no-show without prior cancellation, 90% of the agreed total booking amount will be charged.

The customer shall remain at liberty to demonstrate that the Hotel has not sustained any damage or that the damage incurred by the Hotel amounts to less than the flat-rate sum specified.

- If the actual number of participants is more than 10% (rounded up) less than the agreed number of participants, the aforementioned cancellation fees shall apply to the beds in excess of this number that are not used.

4.3. Seminar rooms/meeting service

In the case of contracts for bookings of seminar rooms and/or conference services at the Hotel, the following cancellation conditions apply, unless otherwise agreed in text form:

- The customer may cancel the entire booking free of charge up to 7 days before the agreed commencement of services by the Hotel.
- In the event of cancellation 6 to 2 days prior to the agreed commencement of services by the Hotel, the customer shall pay a cancellation fee of 30% of the agreed booking amount.
- In the event of cancellation from 1 day prior to the agreed commencement of services by the Hotel or non-utilisation of the booked services by the customer without having previously exercised any statutory right of withdrawal in good time, the customer shall pay a cancellation fee of 60% of the agreed booking amount.
- The customer shall remain at liberty to demonstrate that the Hotel has not sustained any damage or that the damage incurred by the Hotel amounts to less than the flat-rate sum specified.
- Cancellation of the booking by the customer must be made in text form to be effective.
- The cancellation conditions for any rooms booked by the customer at the same time in accordance with Clauses 4.1 and 4.2 of these Terms and Conditions remain unaffected.

5. Rücktritt des Hotels

- a. If an agreed advance payment is not made even after the expiry of a reasonable grace period set by the Hotel, the Hotel shall be entitled to withdraw from the contract.
- b. Furthermore, the Hotel is entitled to withdraw from the contract for objectively justified reasons, e.g. in the following circumstances: The customer books rooms or other services under misleading or false information of material facts, e.g. in the person of the customer or the purpose of the booking; the Hotel has reasonable grounds to assume that the use of the Hotel services may jeopardise 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, organisation or risk bearing.
- c. In the event of a justified withdrawal from the contract by the Hotel, the customer shall have no claim to damages
- d. In the event of unavailability of the booked room(s) for which the Hotel is not responsible, the Hotel reserves the right to rebook the customer in another hotel within the same city, taking into account the booked room standard, and to inform the customer accordingly. In this case, the customer shall be entitled to withdraw from the contract free of charge.

6. Room provision, handover and return, other provisions regarding stay at the Hotel

- a. The customer does not acquire a claim to the provision of specific rooms, unless this has been expressly agreed in text form.
- b. In the case of group bookings of 12 persons or more and/or 10 rooms with accommodation in shared rooms, the Hotel shall determine the numerical distribution in which the guests are accommodated, unless the Hotel has confirmed the provision of specific rooms in text form.
- c. Booked rooms are available to the customer (unless otherwise agreed in text form) from 3 p.m. on the agreed day of arrival. The customer has no right to earlier provision of the booked rooms.
- d. Unless a later time has been agreed in text form, booked rooms are to be claimed by the customer by 6 p.m. at the latest on the agreed day of arrival (check-in). The Hotel has the right to reallocate booked rooms after 6 p.m. (or any later time agreed in text form) without the customer being able to derive any claims for damages from this. With regard to the Hotel's claim to remuneration, the provisions under Clause 4 above of these Terms and Conditions shall apply accordingly in this case.
- e. On the agreed day of departure, the customer must return the rooms in a tidy condition to the Hotel at the latest
 - In the case of individual travellers and groups with fewer than 12 persons and fewer than 10 rooms by 11 a.m.
 - In the case of groups from 12 persons and/or 10 rooms by 10:30 a.m.Thereafter, the Hotel may charge 50% of the applicable daily rate for additional use of each room until 3 p.m., and 100% from 3 p.m. onwards. Contractual claims of the customer for use after the agreed checkout period shall not be established hereby. The customer shall be at liberty to demonstrate to the Hotel that the Hotel has not incurred any damages or significantly lower damages. The Hotel also reserves the right to prove and claim higher damages or further damages.
- f. For groups of 12 or more persons and/or 10 rooms, the customer shall provide the Hotel with a list of all participants with their full names and dates of birth no later than upon arrival.
- g. If the total number of guests exceeds the contractually agreed number of persons, there shall be no entitlement to accommodation for the additional guests.
- h. In rooms used exclusively by guests of the customer, minors may only stay overnight if accompanied by at least one parent or guardian. This regulation does not apply to group travellers accompanied by an adult person authorised by the legal guardians.
- i. Pets must be registered in advance with the Hotel in text form; their accommodation is subject to a charge and requires the prior consent of the Hotel in text form. The Hotel may refuse to accommodate animals. Animals are not allowed in the dining rooms. Bringing pets (if approved by the Hotel) or large medical equipment is only permitted in rooms used exclusively by the customer.

7. Hotel liability

- a.** The Hotel is liable for its obligations under the contract as follows:
- i. In the event of a breach of material contractual obligations, the Hotel's liability shall be limited to the amount of damage typically foreseeable at the time of conclusion of the contract. The Hotel shall not be liable for the breach of non-essential contractual obligations. An essential contractual obligation shall be deemed to exist in particular if its fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the customer regularly relies and may rely, such as the provision of rooms.
 - ii. The aforementioned limitation of liability shall not apply in the event of damage caused intentionally or by gross negligence, in the event of culpable injury to life, limb or health, or for liability under the Product Liability Act and in the event of other mandatory liability circumstances. Furthermore, it does not apply if and insofar as the Hotel has assumed a guarantee.
 - iii. The Hotel's liability for items brought into the Hotel shall be governed by Clause 7 (b) of these Terms and Conditions..

Should faults or defects occur with the Hotel's services, the Hotel will make every effort to take remedial action upon becoming aware of the fault or defect or following prompt notification by the customer. The customer is obliged to contribute what they can reasonably be expected to do in order to remedy the disruption and keep any possible damage to a minimum.

- b.** The Hotel shall be liable to the customer for items brought into the Hotel in accordance with the statutory provisions. Accordingly, the Hotel shall only be liable up to an amount corresponding to one hundred times the accommodation price for one day, but at least up to the amount of EUR 600.00 and at most up to the amount of EUR 3,500.00; for money, securities and valuables, the amount of EUR 800.00 shall replace EUR 3,500.00. The Hotel recommends making use of the room safes. The aforementioned liability limits do not apply insofar as the Hotel's liability is unlimited pursuant to Section 702 (2) of the German Civil Code (BGB), for example due to fault on the part of the Hotel.
- c.** The use of the equipment and facilities in the leisure areas is at the customer's own risk.
- d.** Although the customer may be provided with a parking space in the Hotel's garage or on a Hotel car park, this does not constitute a contract of safe custody. In the event of loss of or damage to motor vehicles parked or manoeuvred on the Hotel premises and their contents, the Hotel shall only be liable in accordance with Clause 7 (a) above of these Terms and Conditions.
- e.** Messages, post and goods shipments for guests are handled by the Hotel with care. The Hotel shall undertake the delivery, safekeeping and – at the customer's request – forwarding of the same against payment. Lost property will be kept by the Hotel for a period of six months and will be forwarded at the customer's request for a fee.

8. Final provisions

- a.** Amendments and supplements to the contract and/or these Terms and Conditions must be made in writing. This also applies to the removal of the requirement for the written form.
- b.** The place of fulfilment and payment is the Hotel's location.
- c.** If the customer is a merchant, a legal entity under public law or a special fund under public law, Berlin shall be the exclusive place of jurisdiction for all disputes arising from or in connection with the contract.
- d.** If the customer is a consumer and has no general place of jurisdiction in Germany, Berlin, Germany, shall be the exclusive place of jurisdiction for all disputes arising from or in connection with the contract.
- e.** These Terms and Conditions and the contract shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- f.** In the event that individual provisions of the contract and/or these Terms and Conditions is or becomes invalid, then the validity of the other provisions remains unaffected.
- g.** Consumer information in accordance with the Consumer Dispute Resolution Act (VSBG): the Hotels are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.
- h.** The aletto hotels distance themselves in every respect from radicalism, discrimination, xenophobia and violence and reserve the right to exclude persons who lack this distance from accommodation and all other hotel services.