

## **General Terms and Conditions for the Hotel Accommodation Contract of Ruby Hotels**

### **1. Scope of validity, definitions**

- 1.1 These General Terms and Conditions for the Hotel Accommodation Contract ("**AGBH**") are valid for all contracts between the Guest and Ruby GmbH, Seidlstraße 5, 80335 Munich, Germany, Tel.: +49 89 125 095 210, E-Mail: [info@ruby-hotels.com](mailto:info@ruby-hotels.com) / RS Realisierung GmbH, Marxergasse 17, 1030 Vienna, Austria, / Ruby Hospitality UK Ltd., 16 Great Queen Street, Covent Garden WC2B 5AH London, United Kingdom / RG Realisation Sàrl, 65 Rue du Rhône, 1211 Genève 3, Switzerland / Ruby Hospitality Netherlands B.V., Amstelvlietstraat 4, 1096 GG Amsterdam, Netherlands (hereinafter referred to as "**Ruby Hotels**") concerning the rental use of hotel rooms for the purpose of accommodation as well as all other hotel services provided to the Guest in this connection (hereinafter referred to as "**Hotel Accommodation Contract**"), that can be provided to the Guest directly via the Ruby website that can be accessed at <https://www.ruby-hotels.com>, regardless of the terminal device (e.g. PC, mobile phone) used to access the website. The Guest is informed about the concrete contractual partner during the booking process as well as in the booking confirmation.
- 1.2 The AGBH are valid exclusively. Preformulated conditions of the Guest that contradict these AGBH, deviate from them or complement them, are not a component part of the Hotel Accommodation Contract with the Guest, even if the hotel is aware of them.

### **2. Service**

- 2.1 Ruby Hotels is obligated to hold the rooms booked by the Guest ready and to provide the agreed services. The Guest has no entitlement to the provision of particular rooms within the booked category, unless this is agreed explicitly with Ruby Hotels and at least in text form (e.g. by e-mail).
- 2.2 The Guest is obligated to pay the agreed prices for the room rental and the other services that they have used.

### **3. Contract conclusion, booking, booking alteration**

- 3.1 Contractual partners of the Hotel Accommodation Contract are the Guest and Ruby Hotels.
- 3.2 The range of services of the hotel on the website does not represent any contract offer of Ruby Hotels, rather it is an invitation to the Guest to submit an offer at the conditions described. The Guest can submit a binding offer for conclusion of the Hotel Accommodation Contract on the Ruby website after selecting the required rooms and/or services by entering their personal data including credit card data and confirming by clicking the "Pay" button to transmit the data.
- 3.3 Until transmission of the online booking form, the Guest can amend their selection and inputs using the usual browser functions (Back function) or they can also cancel the booking completely. In addition, before the transmission of the online booking form the Guest is shown their selection and inputs once again in a review and can also make adjustments there using the usual keyboard and mouse functions.
- 3.4 The Hotel Accommodation Contract is concluded with the use of a credit card as the means of payment by clicking on the "Pay" button ("**Booking**").
- 3.5 The contractual provisions with details about the Hotel Accommodation Contract including these AGBH are sent to the Guest by e-mail together with the confirmation of the booking. The hotel only saves the text of the contract temporarily for the purpose of contract processing and the text is no longer available to the Guest online.
- 3.6 The languages available for the contract conclusion are German and English.

3.7 Changes to the booking (e.g. increase or reduction in the number of rooms booked) can only be made by the Guest with the consent of Ruby Hotels. Ruby Hotels can make the consent dependent in particular on the availability of the rooms and a reasonable increase of the price.

#### **4. Information about the non-existence of the statutory right of revocation**

The Guest is informed that in the case of a booking as a consumer, they are not entitled to a statutory right of revocation. This is because the booking concerns a contract for accommodation for purposes other than residential and the contract envisages a specific date or period for the provision of the service. If the customer books as an entrepreneur, they are from the outset not entitled to the right of revocation reserved for consumer customers pursuant to §§ 312 g; 355 ff. BGB.

#### **5. Arrival, no-show**

5.1 The room will be available to the Guest on the agreed day of arrival from 3 pm.

5.2 The booking will be maintained until 11:59 pm (local time of the hotel) on the first day of stay. In the case of non-arrival up to this time and failure to cancel the booking up to this time (**no-show**), Ruby Hotels is entitled to cancel the booking. After that an entitlement of the guest to accommodation no longer exists.

#### **6. Use of the hotel room, departure**

6.1 A **use** of the room and the public areas of the hotel (see Clause 8 AGBH) **for a purpose other than accommodation** (residence, overnight stay) is **expressly prohibited**. Therefore, any use of the room for purposes other than accommodation, e.g. use for public events or advertising, job interviews, sales events, training and other events as well as the use of areas of the hotel outside the booked room for non-accommodation purposes requires the prior explicit consent of Ruby Hotels, the granting of which can be made dependent on an additional remuneration.

6.2 The maximum room occupancy of all room categories is 2 persons and one child up to 3 years of age.

6.3 Guests under 18 years of age must be accompanied by an adult. Children under 14 years of age are to be supervised by an adult guest at all times during their stay in the hotel.

6.4 The room must be vacated and returned to the hotel by 11:00 am on the agreed day of departure.

6.5 In the case of delayed return of the room (after 11.00 am) up to 6:00 pm, Ruby Hotels can charge the guest 50% of the price for an overnight stay in this room, and for use after 6:00 pm, 100% of the aforementioned price. This does not constitute a basis for contractual claims of the Guest. The Guest may submit evidence that the hotel has suffered no or considerably less damage than the above-mentioned lump-sum compensation.

6.6 In the case of delayed return of the room, Ruby Hotels reserves the right to have the room cleared and to keep all objects left in the room by the Guest safe in the hotel. Ruby Hotels accepts no further liability beyond the liability conditions according to Clause 13 of these AGBH for the objects stored in this way.

#### **7. Resale**

Any **resale, i.e. subletting or subleasing of booked rooms to third parties by the Guest is explicitly prohibited**. This also includes in particular the passing on of rooms and/or room contingents to third parties, e.g. also at higher prices than the agreed room prices.

## **8. Use of public areas of the hotel**

- 8.1 Booking a room entitles the Guest to use the identified public areas of the respective Ruby Hotel free of charge, e.g. bar, cinema, terrace etc. However, the public areas are not considered components of the hotel accommodation contract for the booked hotel room.
- 8.2 Ruby Hotels also reserves the right to close the public areas at short notice due to urgent operational issues.
- 8.3 If the public area is not available, the Guest has no entitlement to partial or full compensation of payment for the overnight service.

## **9. Prices, payment, offsetting**

- 9.1 The prices are total prices including taxes (such as VAT), local duties and other price components applicable at the time of conclusion of the contract. **Not included are local charges** that, if applicable according to local law, the guest owes to other bodies, e.g. spa tax. These are to be paid locally by the Guest and/or travel companions according to the locally usual tariffs.
- 9.2 The room invoice is paid in the currency of the country where the hotel is situated.
- 9.3 Package deals, special offers, discounts or other rebates are generally not combinable or transferrable to third parties.
- 9.4 Payment and booking by credit card require a corresponding contract between the Guest and a credit card institute. When booking via the Ruby website, the Guest specifies their credit card data (credit card number, expiry date and security code (on reverse of the credit card)). If booking with other methods, e.g. e-mail, fax or phone, the Guest must not transmit the credit card data to Ruby Hotels for data protection reasons.
- 9.5 Non-cancellable tariffs to be paid by the Guest are debited from the credit card on booking. Cancellable tariffs are debited at the end of the free-of-charge cancellation period. The precise moment of debiting from the Guest is determined by the applicable credit card contract.
- 9.6 The Guest's credit card specified during booking can also be debited by Ruby Hotels to settle other charges or outstanding items the guest owes due to subsequent additional bookings and/or use of further services, other uses or due to the Guest's behaviour.
- 9.7 The amount of the advance payment is calculated from the respective details within the framework of the contract conclusion. On contract conclusion, Ruby Hotels is entitled to demand a reasonable security deposit from the Guest, for example in the form of a credit card guarantee.
- 9.8 In the event of default of payment by the Guest, the legal provisions apply.
- 9.9 The Guest can only offset a claim from Ruby Hotels with an undisputed or legally valid claim.
- 9.10 Invoices are sent exclusively by e-mail to the address specified by the Guest during booking.

## **10. Guest withdrawal / cancellation/ no-show**

- 10.1 A withdrawal by the Guest (cancellation) from the hotel accommodation contract is only possible if a right of withdrawal has been agreed with Ruby Hotels or a statutory right of withdrawal exists or if Ruby Hotels agrees to the withdrawal.
- 10.2 To explain the reason for cancellation, we request that the Guest uses the option of **online cancellation** of the booked room(s) on the Ruby Hotels website. Otherwise cancellation by the Guest must be explained at least in text form (e.g. e-mail) and should, if possible, include the **reservation or booking number** for better assignability.
- 10.3 If a date has been agreed between Ruby Hotels and the Guest up to which cancellation can take

place free of charge, the Guest can cancel the hotel accommodation contract up to this date without triggering payment claims or claims for damages from Ruby Hotels.

- 10.4 If a right of withdrawal is not agreed or has already expired and no statutory right of withdrawal or cancellation exists, in the case of **cancellation of the hotel accommodation contract** Ruby Hotels retains the right to claim the agreed remuneration, despite non-use of the services by the guest. If the cancelled room is not otherwise let, then Ruby Hotels has the option of asserting a cancellation charge against the Guest instead of a lump-sum claim for compensation. This is calculated from the contractually agreed remuneration less lump-sum expenses. Unless otherwise agreed in the individual case, the guest is obligated in this case to pay 90% of the contractually agreed price for the overnight stay with or without breakfast.
- 10.5 In the case of a **no-show** according to clause 5.2 of these AGBH, i.e. if **the Guest does not arrive without a cancellation declaration** by the agreed time, Ruby Hotels retains the right to claim the agreed remuneration, despite non-use of the services by the Guest. Therefore, in the case of a no-show the Guest is obligated to pay 100% of the agreed price for the booking. If the Flex Rate tariff has been agreed, the Guest is merely charged 100% of the agreed price for the first overnight stay.
- 10.6 For all lump-sum compensations specified in this clause, it is up to the Guest to provide evidence that Ruby Hotels has not suffered any damage, or that the damage is not equal to the lump-sum amount claimed.

## 11. Withdrawal by Ruby Hotels

- 11.1 Ruby Hotels is entitled to withdraw from the hotel accommodation contract for factually justified reasons, in particular if
- a. an agreed and due payment by the Guest (deposit / remuneration / security deposit) is not made, even after a reasonable period of grace set by Ruby Hotels has elapsed or
  - b. rooms are deliberately booked in the name of the Guest by specifying misleading or incorrect essential facts and Ruby Hotels has suffered material damage as a result ("essential" can be the identity of the Guest, their ability to pay or the purpose of the stay) or
  - c. Ruby Hotels has reasonable grounds to assume that the use of the hotel service may jeopardise the smooth running of business, the safety and/or public reputation of the hotel, without this being attributable to the management or organisation of the hotel or there is a violation of the ban on subleasing or subletting (Clause 7)
  - d.
  - e. force majeure or other circumstances for which Ruby Hotels is not accountable make it impossible or unreasonably difficult for Ruby Hotels to fulfil the contract.
- Other statutory claims from Ruby Hotels, in particular claims for compensation, remain unaffected.

- 11.2 The legitimate withdrawal by Ruby Hotels does not justify any claim of the Guest for compensation.

## 12. Warranty, period of limitation

- 12.1 The statutory regulations for warranty apply.
- 12.2 Within the framework of the statutory damage minimisation obligation, the Guest is required to contribute reasonably towards avoiding disruptions and to keep damage to a minimum, as well as to report all disruptions or damage immediately to Ruby Hotels.
- 12.3 All claims of the guest against Ruby Hotels expire one year after the start of the statutory period of limitation. This does not apply in the following cases:

- a. Claims for damages based on loss of life, bodily injury or damage to health
  - b. Claims for damages based on a deliberate or grossly negligent breach of duty by Ruby Hotels or by legal representatives or vicarious agents of Ruby Hotels
  - c. Claims for damages based on deliberate or grossly negligent breach of duties which are typical for the contract by Ruby Hotels or by legal representatives or vicarious agents of Ruby Hotels.
- 12.4 The period of limitation begins with the end of the year in which the claim arose and the Guest became aware of the circumstances and the identity of the person on which the claim was based or in which the Guest would have acquired such knowledge unless acting with gross negligence.

### **13. Liability of Ruby Hotels**

- 13.1 Insofar as nothing to the contrary results from these AGBH and the subsequent provisions, Ruby Hotels shall be liable according to the statutory regulations for any violation of contractual and non-contractual obligations.
- 13.2 Within the framework of fault-based liability, Ruby Hotels is liable for compensation – regardless of the legal reason – for damage due to intent and gross negligence. In the case of simple negligence, subject to a more moderate standard of liability according to the statutory regulations (e.g. for care in its own affairs), Ruby Hotels is only liable
- a. for damages from injury to life, body or health,
  - b. for damages from the not insignificant breach of an essential contractual obligation (i.e. an obligation whose fulfilment is only made possible by the proper implementation of the contract and on which its observance the other contractual party regularly trusts and can trust); in this case the liability of Ruby Hotels is however limited to the compensation of the foreseeable, typically occurring damage.
- 13.3 For **property brought into the hotel by the Guest**, Ruby Hotels is liable to the Guest according to the statutory regulations, whereby the liability is limited to the tenfold total value, and in the case of money, securities and valuables up to a sum of EUR 2,000.00. Ruby Hotels recommends the use of the hotel or room safe. If the guest wishes to bring money, securities and valuables with a **value of more than EUR 2,000.00** into the hotel, this requires a **separate storage agreement** with Ruby Hotels.
- 13.4 If the guest is allocated a **parking space in the hotel garage or on the hotel parking lot**, also at a charge, this does not constitute a safekeeping agreement. In the case of loss of or damage to motor vehicles and their contents parked or manoeuvred on the hotel site, Ruby Hotels is only liable as specified in clauses 13.1 and 13.2.
- 13.5 The above-mentioned liability limitations also apply in the case of breaches of duty by or for the benefit of persons, if Ruby Hotels is responsible for such breaches according to statutory regulations. They do not apply if Ruby Hotels has fraudulently concealed a defect or is liable according to mandatory statutory regulations.

### **14. Liability of the Guest**

- 14.1 The Guest must treat the hotel room with due care and consideration.
- 14.2 The Guest is liable for damage and consequential damage that they have caused. This includes in particular all contamination and soiling which goes beyond the usual degree of usage of a hotel room, all damage as well as the costs of a fire alarm, which result from the use of the hotel room contrary to the AGBH.

### **15. House rules**

#### **15.1 No meals, beverages and electronic devices may be brought in**

Consuming own food and drinks in the public areas of the hotel is prohibited. Breakfast can only be eaten in the public areas provided (bar, cafe). It is prohibited to prepare meals in the rooms.

For reasons of fire safety the use of electronic equipment such as kettles, irons and hair dryers brought in by the guest is not permitted.

### **15.2 No smoking**

All Ruby Hotels are no-smoking hotels. It is therefore prohibited to smoke, both in the public areas as well as in the rooms.

In the case of an infringement, Ruby Hotels has the right to demand the sum of **EUR 500.00** (converted to the national currency of the country in which the hotel is situated) from the Guest as compensation for the additional cleaning costs including possible loss of turnover due to the blocking of the room. This amount of compensation is to be set higher or lower, if Ruby Hotels proves higher damage or the guest proves lower damage.

### **15.3 No pets**

Pets are not allowed. Exceptions are guide dogs, hearing dogs and other comparable service dogs. These can stay free of charge and at any time.

### **15.4 Domiciliary right**

As the holder of the domiciliary right, Ruby Hotels reserves the right to ban guests from the hotel premises insofar as this is necessary. This is applicable in particular if guests do not follow the instructions of staff members, express themselves in a discriminatory manner, annoy or endanger other guests.

## **16. Final provisions**

- 16.1 All legal relationships between Ruby Hotels and the Guest are exclusively subject to the laws of the Federal Republic of Germany under the exclusion of UN Sales Law. However, if all elements of the hotel accommodation contract (domicile of the hotel company, location of the hotel and residence of the guest) are located in a country other than the Federal Republic of Germany at the time of booking, then the choice of law of the parties shall not affect the application of those provisions of the law of this other country which can not be deviated from through agreement.
- 16.2 If the Guest is a businessperson, a legal person under public law or a special asset under public law, the exclusive place of jurisdiction for all disputes from this contract is Munich. The same applies if the Guest is a consumer and has no general place of jurisdiction in the Federal Republic of Germany or if the Guest's residence or habitual residence are not known at the time the complaint is filed. Mandatory legal provisions concerning exclusive places of jurisdiction remain unaffected.
- 16.3 We are not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration committee in accordance with the Consumer Dispute Resolution Act (VSBG).