GEKKO HOUSE®
FRANKFURT

General terms and conditions for hotel rooms

I. Scope of application

1.1 The contract shall come into effect upon the order acceptance (confirmation) of Gekko House Betriebs GmbH („Hotel") following the application of hotel guest („Guest").

1.2 Contractual partners are the Hotel and the Guest. Should a third party have placed the reservation on behalf of the Guest he shall be jointly liable with the Guest as joint debtor for any obligations arising from the hotel agreement if the Hotel is in possession of an according statement from that third party.

1.3 These terms and conditions shall apply to contracts on the temporary cession of hotel rooms for the purpose of accommodation as well as all of the Hotel's further deliveries and services provided to the Guest.

1.4 The subletting or re-letting of the let rooms as well as their utilisation for purposes other than accommodation require the Hotel's prior written consent.

1.5 Terms and conditions of the Guest will only be applicable if those were expressly approved of previously.

II. Services, prices, payment, set-off

2.1 The Hotel is obliged to hold ready the hotel rooms reserved by the Guest and provide the services ordered and consented.

2.2 The Guest is obliged to pay the prices of the Hotel agreed on or rather usually charged for the provided rooms and further services. This shall also apply to third-party services and expenses incurred to the Hotel.

2.3 The agreed prices include the statutory value added tax. Local taxes that – according to municipal law – are owed by the Guest are not included. If the period elapsing between the conclusion of the contract and the agreed event day exceeds four months and the price for the contractual services generally calculated by the Hotel increases then the Hotel reserves the right to raise the contractually agreed price at a reasonable rate, however by not more than 10%.

2.4 Should the Guest want to change the number of reserved rooms, any further services or the duration of his stay later on, this shall require the Hotel's consent. The approval may predicate on an increased price.

2.5 Invoices issued by the Hotel with no due date specified are payable within ten days upon receipt of the invoice without deduction. In case the Hotel has allowed the Guest time for payment or granted other credit terms and should the Guest be in arrears with these or other payment obligations to the Hotel, then the terms of payment and/or any other crediting may be revoked and all claims declared due and immediately payable. Statutory law shall apply to default interest. The Guest shall be entitled to provide evidence of a lower damage, the Hotel shall be entitled to provide evidence of a higher damage.

Registered Office
Gekko House Betriebs GmbH
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60329 Frankfurt am Main
Germany

Executive Management
Micky Rosen
Alex Urseanu

Amtsgericht Frankfurt am Main
Handelsregister HRB 113785
St.-Nr. 014 234 14536
USt-IdNr. DE321102547

Bank Details
Taunus Sparkasse Bad Homburg
IBAN DE21 5125 0000 0000 3406 18
BIC HELADEF1TSK

Billing Address
Gekko House Betriebs GmbH
BILLBOX 515004
Niddastrasse 63
60329 Frankfurt am Main
Germany
via email to gekko@billbox.com

2.6 The Hotel shall be entitled to demand an appropriate advance payment or security (e.g. credit card guarantee) when the contract is concluded or thereafter in compliance with statutory law. At the time of check-in the guest will have to provide a security deposit. This can be done in cash payment or with a credit card guarantee.

2.7 The Guest may only set the Hotel's claims off against counterclaims or hold back payments, if such counterclaims are undisputed or have been confirmed by a competent court or if they are reciprocal.

III. Withdrawal / cancellation by the Guest

3.1 The Guest only has the right to withdraw from the contract on the rental of hotel rooms concluded with him if this has been expressly agreed in the contract or exists under statutory law.

3.2 If the right of withdrawal is not exercised within the period agreed, it will expire after this period has lapsed and the contract will continue in full effect with the effect that the Guest will have to pay the agreed services even if he does not make use of the ordered deliveries and services, especially the reserved rooms.

IV. Withdrawal by the Hotel

4.1 If and to the extent to which a right of withdrawal in favour of the Guest has been agreed the Hotel for his part is entitled to withdraw from the contract within the period agreed if the Hotel has received requests for services ordered by the Guest from third parties and the Guest upon enquiry by the Hotel, giving notice of such circumstances and following an appropriate deadline, does not waive the right of withdrawal he was granted.

4.2 If and to the extent to which advance payments have been agreed with the Guest and the Guest does not effect them, not even within a reasonable period set by the Hotel, then the Hotel is entitled to withdraw from the contract and claim damages.

4.3 Furthermore, the Hotel is entitled to withdraw from the contract extraordinarily, especially if

4.3.1 force majeure or other conditions, for which the Hotel is not responsible, make the fulfilment of the contract impossible or unreasonably impede it;

4.3.2 rooms have been culpably reserved by giving misleading or wrong information or concealing substantial facts, e.g. about the Guest, his solvency or the purpose of his stay;

4.3.3 the Hotel reasonably believes that the utilisation of the deliveries and services provided by the Hotel may impair the smooth business operations, the hotel's security or public image without being attributable to the Hotel's domain or organisational area;

4.3.4 there is a violation of clause 1.4. (subletting and re-letting).

V. Provision of rooms, check-in, check-out

5.1 The Guest acquires no right to the provision of certain specific rooms within the booked category unless otherwise expressly agreed upon.

5.2 Booked rooms are available to the Guest on the agreed day of arrival as of 3 pm. An earlier provision is excluded.

5.3 On the agreed day of departure, the rooms must be vacated and made available to the Hotel not later than 12 pm. The Hotel shall be entitled to charge compensation for use for any utilisation of a room beyond that time as follows: before 6 pm 50% of the regular accommodation price (list price), after 6 pm 100% of the list price. The Guest shall be entitled to provide evidence of a lower or no damage. The Hotel shall be entitled to provide evidence of a higher damage.

VI. Liability of the Guest

6.1 Losses in the hotel room and damages thereof occurring during the contract period shall be assumed to have been culpably caused by the Guest unless the damage demonstrably lies in the Hotel's area of responsibility or has proven to be caused by a third party.

6.2 Insofar as the Hotel provides technical or other equipment from third parties for and at the request of the Guest, the Guest shall be liable for the careful handling and proper return of the equipment and indemnifies the Hotel from any third-party claims arising from the provision.

VII. Defects, liability of the Hotel and limitation period

7.1 Should there be any defects concerning the deliveries and services provided by the Hotel or should the services be disturbed, the Guest shall to give notice of such defect upon detecting it – in any case before the end of the event – to give the Hotel the opportunity to take remedial action where necessary as soon as possible or rather to guarantee the deliveries' and services' compliance with the contract. The Guest is obliged to contribute whatever may be reasonably expected of him and besides minimise any possible damage.

7.2 The Hotel shall attend to wake-up calls with the customary care. In case of poor or non-execution, however, claims for damages shall be excluded unless raised in cases of wrongful intent or gross negligence.

7.3 Messages, post and shipments for the Guest shall be handled with customary care. The Hotel shall ensure delivery, storage and – at the express request and against payment – forwarding thereof. In case of poor or non-execution, however, claims for damages shall be excluded unless raised in cases of wrongful intent or gross negligence.

7.4 The Hotel shall be liable for the culpable violation of the essential contractual obligations in accordance with statutory law. Essential contractual obligations are obligations that characterise the contract, the fulfilment of which are a prerequisite for enabling the proper fulfilment of the contract in the first place and the compliance of which the Guest may regularly trust in. Insofar as the Hotel can neither be charged of grossly negligent nor intentional behaviour its liability shall be limited to the damage typically foreseeable. For damage arising from injury to life, body or health due to a culpable breach of duty the Hotel shall be liable subject to statutory law. In all other matters, claims for damages against the Hotel arising from breaches of duty shall be excluded. Money, securities and valuables need to be locked away in the hotel or room safe. The Hotel will not accept money, securities and valuables exceeding a value of 800 EUR or any other items exceeding a value of 3,500 EUR unless otherwise expressly agreed upon.

7.5 Unless a shorter legal prescription period is applicable, claims against the Hotel are subject to a prescription period of twelve months starting at the same time as the statutory limitation period. This does not apply to claims for damages as specified in clause 7.4.

VIII. Final provisions

8.1 Any modification or amendment of the contract on the rental of rooms, the confirmation or these terms and conditions require the written consent of both parties to become valid.

8.2 Place of performance for all obligations of both parties shall be the place where the hotel is located.

8.3 The exclusive place of jurisdiction, even for disputes concerning checks and bills of exchange, shall be the court having jurisdiction at the place where the Hotel is located. At its choice, the Hotel is also entitled to assert its claims at the Guest's general place of jurisdiction.

8.4 German law shall apply under exclusion of the regulations on private international law.

8.5 The invalidity of any provision of the contract of the rental of rooms or these terms and conditions shall not affect the validity of the remaining provisions thereof.

8.6 In the event of any inconsistency between the English and the German language version of these terms, the German language version shall prevail.

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