

**General Terms and Conditions (GTC) of MEININGER Hotels**  
Status 22.04.2024



**MEININGER  
HOTELS**

**I. Scope**

These General Terms and Conditions shall apply to Contracts for providing hotel rooms for accommodation purposes as well as all other services and deliveries provided by MEININGER Hotels to the Customers in this context (hereinafter referred to as "Contract"). The term "Contract" includes and replaces the following terms: Hotel accommodation Contract, lodging Contract, guest accommodation Contract, hotel Contract and hotel room Contract. The term "Customer" is used uniformly for guest, purchaser, tenant, organizer, agent, etc. The GTC apply to services and deliveries of MEININGER Hotels (hereinafter referred to as: Hotel) under the following company names:

**Headquarters:**

MEININGER Shared Services GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Amsterdam Amstel:**

Meininger Amsterdam Amstelstation B.V., Orlyplein 1 in 1043DR, Amsterdam, Netherlands

**Hotel Amsterdam City West:**

Meininger Amsterdam B.V., Orlyplein 1 in 1043DR, Amsterdam, The Netherlands

**Hotel Berlin Airport:**

Meininger Airport Hotels BBI GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Berlin Alexanderplatz:**

Meininger "10" City Hostel Berlin-Mitte GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Berlin East Side Gallery:**

Meininger Hotel Berlin East Side Gallery GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Berlin Central Station:**

Meininger Berlin Hauptbahnhof GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Berlin Mitte "Humboldthaus":**

Meininger Oranienburger Straße GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Berlin Tiergarten:**

MEININGER Hotel Berlin Tiergarten GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Bordeaux Gare Saint-Jean:**

Meininger Hotel Bordeaux SAS, 12 Rue de Commerce in 33800 Bordeaux, France

**Hotel Bremen Hauptbahnhof:**

Meininger Hotel Bremen GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Bruxelles City Center:**

Meininger Brussels GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Bruxelles Gare du Midi:**

MEININGER Hotel Brussels Midi Station SA, Rue Bara 101 in 1070 Brussels, Belgium

**Hotel Dresden Zentrum:**

Meininger Hotel Dresden GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Frankfurt/Main Airport:**

"Meininger" Airport Frankfurt GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Genève Centre Charmilles:**

MEININGER Hotel Geneva AG, Rue de Lyon 118 in 1203 Geneva, Switzerland

**Hotel Hamburg City Center:**

Meininger "10" Hamburg GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Heidelberg Main Station:**

Meininger Hotel Heidelberg GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Innsbruck Center:**

Meininger Hotel Innsbruck GmbH, Blasius-Hueber-Strasse 4 in 6020 Innsbruck, Austria

**Hotel Köln West:**

Meininger Hotel Köln West GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Leipzig Central Station:**

Meininger Hotel Leipzig Hauptbahnhof GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Lyon Centre Berthelot:**

Meininger Hotel Lyon SAS, 7 Rue Professeur Zimmermann in 69007 Lyon, France

**Hotel Marseille Centre La Joliette:**

Meininger Hotels France SAS, 25/27 Rue Forbin in 13002 Marseille, France

**Hotel München Zentrum:**

MEININGER "10" Hostel & Reisevermittlungs GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Munich Olympiapark:**

Meininger Hotel München Olympiapark GmbH, Obentrautstrasse 72 in 10963 Berlin, Germany

**Hotel Paris Porte de Vincennes:**

Meininger Hotel Paris Porte de Vincennes SAS, 37 Boulevard Carnot in 75012 Paris, France

**Hotel Salzburg City Center:**

MEININGER Hotelerrichtungs GmbH, Fuerbergstrasse 18-20 in 5020 Salzburg, Austria



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**Hotel Vienna Downtown Franz:**

Meininger Wien GmbH, Rembrandtstrasse 21 in 1020 Vienna, Austria

**Hotel Vienna Downtown Sissi:**

Meininger Wien Schiffamtsgasse GmbH, Schiffamtsgasse 15 in 1020 Vienna, Austria

**Hotel Zurich Greencity:**

MEININGER Hotel Zürich AG, Maneggstrasse 41 in 8041 Zurich, Switzerland

**Budapest Great Market Hall:**

MEININGER Hotel Hungary Kft, Csarnok tér 2 in 1093 Budapest, Hungary

**Krakow Centrum:**

Meininger Hotels Poland sp. z.o.o, ul. Grzybowska 87, 00-844 Warszawa, Poland

**Milano Garibaldi:**

MEININGER Hotel Milan City S.R.L., c/o Moore Professionisti Associati Srl Stp  
Via Edmondo de Amicis, 53 in 20123 Milano MI, Italy

**Milano Lambrate:**

MEININGER Hotel Milan Lambrate S.R.L., c/o Moore Professionisti Associati Srl Stp  
Via Edmondo de Amicis, 53 in 20123 Milano MI, Italy

**Roma Termini:**

MEININGER Hotel Rome Termini Station S.R.L., c/o Moore Professionisti Associati Srl Stp  
Via Edmondo de Amicis, 53 in 20123 Milano MI, Italy

**Venezia Mestre:**

MEININGER Hotel Venice S.R.L., c/o Moore Professionisti Associati Srl Stp  
Via Edmondo de Amicis, 53 in 20123 Milano MI, Italy

**Urban House Copenhagen by MEININGER Hotels:**

MEININGER Hotel Copenhagen ApS, Colbjørnsensgade 11 in 1652 Copenhagen V, Denmark



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**The Customer's general terms and conditions shall only apply if this has been expressly agreed in advance.**

## **II. Conclusion of Contract**

1. The Contract shall come about when the Hotel accepts the Customer's request. Acceptance is signalled via a booking confirmation from the Hotel. The Hotel may confirm the booking in writing. Where a booking is made through the Hotel's website ([www.meininger-hotels.com](http://www.meininger-hotels.com)) and payment or authorisation of the means of payment fails, no booking will be made and thus no Contract will come about.
2. The parties to the Contract are the Hotel and the Customer. If the booking is not made by the Customer him or herself, but instead by a third party, the third party and the Customer shall be liable as joint debtors vis-à-vis the Hotel for all obligations arising under the Contract. That notwithstanding, the third party undertakes to pass to the Customer all information relevant to the booking, in particular these GTC.
3. Re-letting and subletting the rooms provided as well as using them for any purposes other than accommodation requires the prior written consent of the Hotel.
4. Bookings can only be made by persons of legal capacity.
5. If a Customer makes several bookings for individual travellers of up to 11 persons for the same period of time, then these individuals together are not considered a group. All other bookings for 12 persons or more are considered groups to which the group terms apply (see Clause IV Paragraph 3 of GTC below) unless specifically agreed upon otherwise. Bookings for 12 up to 20 persons made for the same period of time are governed by the terms for individual travellers, if such bookings were made online on MEININGER website.
6. The respective valid house rules of each Hotel also become part of the contract. The house rules can be downloaded from the MEININGER Hotels website ([www.meininger-hotels.com](http://www.meininger-hotels.com)) or requested from the hotel.

## **III. Services, Prices, Payment**

1. The Hotel undertakes to hold the rooms booked by the Customer ready and to provide the agreed services.
2. The Hotel is entitled to accommodate the Customer in a different Hotel of an equivalent standard and level of service at the booked price without giving rise to any recourse claims against the Hotel if there is good cause for doing so, in particular where accommodation in the reserved Hotel is not possible.
3. The Customer is obligated to pay the agreed or applicable prices of the Hotel for the provision of the room and the other services booked or utilized by the Customer. This also applies to services ordered by the Customer directly or via the Hotel, which are provided by third parties and paid for by the Hotel.
4. The Hotel will not accept any 500-Euro / 1000-CHF notes for payment of the price nor payments by cheque.
5. The agreed prices include the taxes applicable at the time of the conclusion of the contract. The Customer will be duly informed at the time of booking where tourist and city taxes are applicable as per local regulations. In the event of a change in the statutory value added tax or the introduction, amendment or abolition of local levies on the object of performance after conclusion of the contract, the prices shall be adjusted accordingly. In the case of Contracts with consumers, this shall only apply if the period between conclusion and performance of the contract exceeds four months.
6. The Hotel may make its consent to a subsequent change requested by the Customer in the number or category of rooms or beds booked or in the Hotel's services or the Customer's length of stay conditional upon an increase in the price for the provision of rooms and/or other services by the Hotel.
7. The Hotel is entitled to demand a reasonable advance payment or security deposit, for example in the form of a credit card guarantee, upon conclusion of the contract. The amount of the advance payment and the payment dates may be agreed in text form in the contract.



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8. In justified cases, e.g. payment arrears on the part of the Customer or extension of the scope of the contract, the Hotel shall be entitled, even after conclusion of the contract, to demand an advance payment or provision of security within the meaning of Paragraph 7 above or an increase in the contractually agreed advance payment or provision of security up to the full agreed remuneration.
9. Unless otherwise agreed, the total price less any advance payments already made shall be due and payable upon detailed invoicing upon arrival prior to the provision of rooms and/or other services by the Hotel.
10. Furthermore, the Hotel is entitled to demand from the Customer at the beginning and during the stay an appropriate advance payment or security deposit in the sense of clause 7 above for existing or future claims arising from the contract, insofar as such a payment has not already been made in accordance with clause 7 and/or clause 8 above of the GTC.
11. For groups of 12 or more persons, an initial advance payment of 10% of the total booking price is due immediately upon confirmation of the booking. The remaining amount is due as an advance payment at the latest 30 days before arrival without any further request for payment on the part of the Hotel. In the case of short-term group bookings within 8 weeks of arrival, the first advance payment in the amount of 10% is waived and the entire booking price is due in full as an advance payment immediately after confirmation of the booking. Individually agreed terms do prevail. Online bookings made on the MEININGER website for groups of up to 20 persons require prepayment as stated in the respective online offer.
12. Separate confirmations for visa applications are issued only after prepayment of the total price of the booking. A fee of 10.00 EUR (or 10.00 CHF; 3,500.00 HUF; 75.00 DKK) is payable for this service, which must be paid together with the advance payment and is non-refundable even in the event of cancellation of the booking or rejection of the visa application.
13. Special offers and discounts cannot be combined, the most favourable offer applies. The Hotel reserves the right to request appropriate proof from the Customer upon arrival.
14. The Hotel's invoices are payable immediately upon receipt by the Customer without deduction. The Customer shall be in default at the latest if a payment is not made within 14 days of receipt of an invoice. In the event of default in payment, the Hotel shall be entitled to demand the statutory default interest applicable at the time. The statutory interest on arrears currently amounts to 5 percentage points above the base rate for legal transactions involving a consumer and 9 percentage points above the base rate for all other transactions. The Hotel reserves the right to prove higher damages. In addition, the Hotel may charge a reminder fee of EUR 5.00 (or CHF 5.00; HUF 1,750.00; DKK 40.00) for each reminder sent after default has occurred.
15. Any bank charges and currency differences arising on payment of the price shall be borne by the Customer. In the event of return debits or chargebacks, the Hotel will charge the Customer for the costs incurred.
16. Refunds are usually made via the originally used means of payment. In exceptional cases, a refund is possible in cash on site or by bank transfer to the Customer's account. Provided that the Hotel is not responsible for the refund, the regulations of the preceding number 16 apply.
17. The Customer may only set off or reduce a claim or exercise a right of retention against a claim of the Hotel with a claim that is undisputed or has been finally adjudicated.
18. Our hotels are cashless. Exceptions may apply in certain jurisdictions.
19. When checking in, the data and information on the registration form can be checked against a photo ID at the Hotel's request.
20. Specific terms for France: In accordance with article L.223-2 of the French Consumer Code, customers are informed of the possibility of registering, free of charge, on the Bloctel website (<https://www.bloctel.gouv.fr/accueil>) in order not to receive telephone solicitations from a professional with whom they have no current contractual relationship.



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#### **IV. Withdrawal of the Customer (Cancellation) / Non-Utilisation of the Booked Services (No-Show)**

The Hotel grants the Customer a right of withdrawal in accordance with the following provisions:

1. Room bookings for individual travellers up to 11 persons:
  - a) Cancellations free of charge are possible until 6:00 p.m. (local time of the Hotel) on the day of arrival, unless otherwise agreed.
  - b) If a booking with the status "guaranteed booking" (hereinafter: guaranteed booking) has been made, the following cancellation fees will be charged in the event of cancellation after 6.00 p.m. on the day of arrival or if the service is not used:
    - in the case of a lodging rate, 90% of the contractually agreed lodging price of the first overnight stay will be charged.
    - in the case of a rate combining lodging and services, such as breakfast, 90% of the contractually agreed lodging services rate of the first overnight stay shall be charged. The deduction for saved expenses is already taken into account in the discounted rate.
  - c) In deviation from the above regulations, bookings with the addition "non-refundable" cannot be cancelled free of charge. This applies in particular, but not exclusively, to discounted "Fix" prices. A refund in case of cancellation is not possible, the deduction for saved expenses is already taken into account in the discounted price.
2. Room bookings for groups of 12 persons or more:

Any group bookings can be cancelled for free up to 60 days prior to arrival date. In case of any group booking cancellations received within 60 days or less prior to arrival date, cancellation fees will be subject to the following:

  - a) 59 days to 30 days before arrival 10% of the agreed total booking price is to be paid.
  - b) 29 to 10 days before arrival 50% of the agreed total booking price is to be paid.
  - c) 9 to 1 day(s) before arrival 90% of the agreed total booking price is to be paid.
  - d) In the event of cancellation on the day of arrival or failure to use the service, 90% of the agreed total booking price will be charged.
3. Room bookings for groups from 12 up to 20 persons, booked and confirmed on MEININGER website: Same terms apply as above under Paragraph 1 of this Clause IV i.e. Room bookings for individual travellers up to 11 persons.
4. Booked catering services can be cancelled free of charge up to 14 days before arrival. After that a cancellation fee of 100% of the agreed price will be charged.
5. The Customer is at liberty to prove that the Hotel did not incur the aforementioned lump-sum compensation claims or did not incur them in the amount claimed.
6. The above regulations on cancellation periods and flat rates apply subject to other contractual provisions.
7. The exercise of the Customer's right of withdrawal requires text form.
8. The Customer's right of withdrawal shall expire if it is not exercised by him by the dates specified above under Clause IV of the GTC.
9. If the agreed right of withdrawal has already expired and there is also no statutory right of withdrawal or termination and the Hotel does not agree to a cancellation of the Contract, the Hotel shall retain the claim to the agreed remuneration despite the non-utilisation of the service. The Hotel shall offset the income from renting the rooms to other parties as well as any expenses saved. If the rooms are not rented to other parties, the Hotel may make a flat-rate deduction for saved expenses. In this case, the Customer is obligated to pay at least 90% of the contractually agreed price for overnight accommodation with or without breakfast as well as package arrangements with third-party services. The Customer is free to prove that the aforementioned claim has not arisen or has not arisen in the amount claimed.



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10. In accordance with article L. 221-28 of the French Consumer Code, the Customer is not entitled to the right of withdrawal provided for in article L. 221-18 of the French Consumer Code.

## **V. Withdrawal by the Hotel**

1. If it has been agreed that the Customer may withdraw from the Contract free of charge within a certain period of time, the Hotel shall be entitled for its part to withdraw from the Contract within this period of time if there are requests from other Customers for the contractually reserved room and the Customer does not waive his right of withdrawal upon inquiry by the Hotel with the setting of a reasonable deadline.
2. If an advance payment or security deposit agreed or demanded in accordance with Clause III, Paragraphs 7, 8 and 11 of the GTC is not made even after expiry of a reasonable grace period set by the Hotel, the Hotel shall be entitled to withdraw from the Contract.
3. Furthermore, the Hotel is entitled to withdraw from the Contract extraordinarily for factually justified reasons, in particular if:
  - force majeure or other circumstances for which the Hotel is not responsible make it impossible to fulfil the Contract;
  - rooms or rooms are booked with misleading or false information or concealment of material facts; material facts may be the identity of the Customer, the ability to pay or the purpose of the stay;
  - 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;
  - the purpose or reason for the stay is unlawful;
  - there is an infringement of Clause II, Paragraph 3 or 4, Clause VI, Paragraph 4 or 8 to 10 of the GTC;
  - the Hotel becomes aware of circumstances that the Customer's financial circumstances have deteriorated significantly after the conclusion of the Contract, in particular if the Customer does not settle due claims of the Hotel or does not provide sufficient security and payment claims of the Hotel therefore appear to be at risk;
  - the Customer has filed an application for the opening of insolvency proceedings against his assets, has made an affidavit in accordance with Section 802 c (3) of the German Code of Civil Procedure (Zivilprozessordnung), has initiated out-of-court proceedings for the settlement of debts or has suspended his payments;
  - insolvency proceedings are opened against the Customer's assets or the opening of such proceedings is rejected for lack of assets or for other reasons.
4. The justified withdrawal by the Hotel does not justify a claim for damages on the part of the Customer.
5. Special in Hungary: In accordance with current legislation, we are legally obliged from 1<sup>st</sup> September 2021 to obtain and digitally scan an identification document (identity card, passport or travel document) from all guests staying in our Hotel. This applies to all group Customers, minors and also infants. If the identification fails, we are obliged to cancel the reservation and in this scenario advance payments made if any will not be refunded.

## **VI. Arrival and Departure, Other Provisions Regarding the Hotel Stay**

1. The Customer does not acquire a claim to the provision of specific rooms unless the Hotel has confirmed the provision of specific rooms in writing.
2. For group bookings of 12 persons or more with accommodation in shared rooms, the Hotel will determine the room layout.
3. Booked rooms are available to the Customer from 3:00 p.m. on the agreed day of arrival. The Customer has no right to an earlier provision.



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4. Booked rooms are to be claimed by the Customer by no later than 6:00 p.m. on the agreed day of arrival, unless a guaranteed booking within the meaning of Clause IV. 1 b) or c) of the GTC. which has been confirmed by an advance payment or indication of a credit card. In the case of non-guaranteed bookings, the Hotel has the right to assign the rooms to other parties after 6:00 p.m. without the Customer being able to derive any claims for compensation from this.
5. On the agreed day of departure, the rooms must be vacated and made available to the Hotel by 11:00 a.m. at the latest. After this time, the Hotel may charge 100% of the full valid accommodation price (valid online price at [www.meininger-hotels.com](http://www.meininger-hotels.com)) for the use of the room beyond the contractually agreed time. Contractual claims of the Customer are not justified by this. In the event of a pre-booked late check-out, the departure time shall be extended to 2:00 p.m. at the latest.
6. For groups of 12 or more persons, a list of all persons with full name and date of birth must be handed over to the Hotel at the latest upon arrival.
7. If the total number of persons arriving exceeds the contractually agreed number of persons, there is no entitlement to accommodation for the additional persons.
8. Persons under the age of 18 are not permitted to stay in the dormitory. In private rooms, underage persons may only stay overnight in the company of a parent or at least one adult person authorized by the legal guardians or with a written declaration of consent and a copy of the identity card of a person with parental authority. The latter is only accepted for minors over 16 years of age. These regulations do not apply to group travellers accompanied by a person of legal age authorized by the parent or guardian. The Hotel reserves the right to refuse accommodation to minors in individual cases.
9. Children older than 3 years must be accommodated in their own beds. Parents / legal guardians have to take care that they stay exclusively in the lower beds to minimize the risk of accidents. A limited number of cots are available and must be booked prior to arrival. The parents have to fulfil their duty of care. The Hotel is not liable for any damage.
10. If you stay in a dormitory, a maximum stay of 14 nights within a four-week period applies.
11. Bringing pets or noisy large medical equipment (e.g. respirators/oxygen equipment) is only permitted in private rooms. The Hotel may refuse to accommodate animals in individual cases. Animals must always be registered with the Hotel in advance. The Hotel charges a fee of EUR 15.00 (or CHF 20.00; HUF 5,300) per animal per night. Animals are not allowed in Copenhagen Hotel.
12. When booking breakfast, breakfast is served following each overnight stay. If half-board or full-board is booked, dinner will be served as the first meal on the day of arrival, unless otherwise agreed. The meal times will be agreed with the Hotel at the latest upon arrival of the Customer or group. The Hotel will try to accommodate the desired meal times, but cannot guarantee specific times.

### **VII. Liability and Limitation**

1. The Customer is liable for culpably or negligently caused inventory damage or gross contamination. If the culprit of a group is not identified, the entire group is jointly and severally liable. The Hotel reserves the right to demand a deposit of up to EUR 500.00 (or CHF 500.00; HUF 175,000.00, DKK 3,750.00) per booking on arrival or during the stay, which will be refunded on departure, provided that the Hotel has not been able to ascertain any damage or gross contamination caused by the Customer or group by that time. Damage or costs for the removal of gross contamination in excess of the deposit amount must be paid directly on site or will be invoiced subsequently if the Hotel is charged for costs for e.g. fire brigade or other rescue operations by third parties. The latter also applies to damage and gross contamination which is only discovered after the departure of the Customer or group.
2. Smoking is strictly prohibited in all areas of the Hotel. In case of violation, the Hotel will charge a fee of 250.00 EUR (or 250.00 CHF; 90,000.00 HUF; 1,900.00 DKK). The same applies to tampering with smoke alarms or unauthorized





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- opening of emergency doors. The Hotel reserves the right to claim higher damages if, for example, the Hotel is charged for a fire brigade operation or a fire caused by unauthorized smoking and has caused damage to Hotel property.
3. Should disruptions or defects in the Hotel's services occur, the Hotel will endeavour to remedy the situation upon immediate notification by the Customer. If the Customer culpably fails to notify the Hotel of a defect, a claim for reduction of the contractually agreed remuneration shall not arise.
  4. The Hotel is liable for damages for which it is responsible arising from injury to life, limb or health. Furthermore, it is liable for other damages that are based on an intentional or grossly negligent breach of duty by the Hotel or on an intentional or negligent breach of typical contractual obligations of the Hotel. A breach of duty by the Hotel shall be deemed equivalent to a breach of duty by a legal representative or vicarious agent. Further claims for damages are excluded, unless otherwise stipulated below.
  5. Insofar as a parking space is made available to the Customer in the Hotel garage or in a Hotel parking lot, even for a fee, this does not constitute a custody agreement. The Hotel has no duty of supervision. In the event of loss of or damage to motor vehicles parked or maneuvered on the Hotel's property and their contents, the Hotel shall be liable only in accordance with the above Clause VII. Paragraph 4. In this case, the damage must be asserted against the Hotel no later than upon leaving the Hotel's property.
  6. Wake-up calls are carried out by the Hotel with the utmost care. Claims for damages, except for gross negligence or intent, are excluded.
  7. Messages, mail and goods shipments for Customers are handled with care. The Hotel will take care of the delivery, safekeeping and on request forwarding of the same against payment, as well as for lost property on request. The Hotel's delivery address may differ from the Hotel or company address. Claims for damages, except for gross negligence or intent, are excluded. The Hotel is entitled to hand over the aforementioned items to the local lost property office after a storage period of one month at the latest, charging an appropriate fee.
  8. Claims for damages by the Customer must be asserted within two years at the latest from the time at which the Customer becomes aware of the damage and are excluded thereafter. This does not apply to the Hotel's liability for damages arising from injury to life, limb or health or for other damages based on an intentional and grossly negligent breach of duty by the Hotel, a legal representative or vicarious agent of the Hotel.
  9. Disclaimer: Gymnastics on and jumping from, as well as improper use of the double-decker and 3-level beds and the galleries are strictly prohibited. The Hotel accepts no liability for any damage or injury caused by falling from a double-deck or 3-level bed or from the steps of the galleries or the galleries themselves.

### VIII. Final Provisions

1. Amendments or supplements to the Contract, the acceptance of the application or these GTC shall be made in text form. Unilateral amendments or supplements by the Customer are invalid.
2. The place of performance and payment is the registered office of the Hotel.
3. The exclusive place of jurisdiction - also for disputes relating to cheques and bills of exchange - in commercial transactions shall be the Hotel's registered office or, at the Hotel's discretion, Berlin. If a contracting party does not have a general place of jurisdiction in Germany, the place of jurisdiction shall be the hotel's registered office under company law. The Hotel is, however, entitled to bring actions and other legal proceedings at the Customer's general place of jurisdiction.
4. Specific conditions for France: By way of exception to the above jurisdiction clause, and in accordance with article R. 631-3 of the French Consumer Code and article 46 of the French Code of Civil Procedure, the consumer may choose to bring any dispute either before one of the courts with territorial jurisdiction under the French Code of Civil Procedure, or before the court for the place where the consumer resided when the contract was concluded or when the harmful event occurred.





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5. In principle, the law of the Federal Republic of Germany shall apply, without prejudice to any mandatory protection rules that may apply in the consumer's country of residence. The application of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws is excluded.
6. In the event of a dispute with any of the MEININGER Hotels in France, the Customer may, in the absence of an amicable agreement, refer to the Mediator of Consumption to which the MEININGER Hotels in France report, namely AME CONSO, within one year of the written complaint addressed to MEININGER Hotels. Referral to the Mediator of Consumption must be made: - Either by completing the form provided for this purpose on the AME CONSO website [www.mediationconso-ame.com](http://www.mediationconso-ame.com); - Or by mail addressed to AME CONSO, 197 Boulevard Saint- Germain - 75007 PARIS.
7. Should individual provisions of these GTC for Hotel accommodation be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.
8. MEININGER Hotels distances itself in every respect from radicalism, discrimination, xenophobia and violence and reserves the right not to accommodate persons who lack this distance.