

THE STUDENT HOTEL

TERMS AND CONDITIONS

ENJOY THE MOMENT, LIVE NOW, BE HAPPY AND SMILE

At The Student Hotel we meet so many different people from around the world and we, as The Student Hotel, try our best to be happy all the time. We would appreciate it if you also spend a moment to focus on the now, enjoy the moment and be happy. Hopefully this will not only lead to a happier (student) hotel, but to a more peaceful and smiley world. Enjoy your time at The Student Hotel!

DEFINITIONS (1)

In this document the following terms shall have the meaning as described below:

1.1 The Student Hotel Locations

The locations of The Student Hotel Dresden.

1.2 TSH Germany

The German entity that enters into the Hotel Agreement (as defined below), i.e. TSH Dresden OpCo GmbH & Co. KG.

1.3 Contracting Party

The person or legal entity that enters into the Hotel Agreement (as defined below) with TSH Germany. The contracting party shall also be understood as the party that, according to a separate contract, these terms and conditions ("**Terms and Conditions**"), or under statutory law, is legally and financially liable for Guests/Semester Guests (as defined below) and will undertake all the obligations deriving from the Hotel Agreement (as defined below).

1.4 Guest

The guest is the person who enjoys the use of the hotel services. In many cases he/she will be the same person as the Contracting Party except when the Hotel Booking (as defined below) is made on behalf of the guest.

1.5 Semester Guest

The semester guest is a Guest who makes a Hotel Semester Stay booking (as defined below).

1.6 Hotel Agreement

The Germany Booking Details (as defined below), these Terms and Conditions, including the House Rules (see clause 7.1) and any additional agreement(s) entered into between TSH Germany and the Contracting Party for the performance of hotel services.

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1.7 German Booking Details

The booking details of Germany specify the type of booking (e.g. Hotel Stay, Hotel Short Stay, Hotel Semester Stay, Group Booking) and the details for the performance of hotel services such as the start date ('**Check-In Date**') and the end date ('**Check-Out Date**') of the Hotel Booking, the room type, the room rate, taxes (without lodging tax, unless indicated otherwise during the booking process) and the personal details of the Contracting Party and of the Guest/Semester Guest.

1.8 Hotel Stay

A Hotel Booking (as defined below) that is available for one (1) night up to twelve (12) months.

1.9 Hotel Short Stay

A Hotel Booking (as defined below) that is available between fourteen (14) nights and twelve (12) months.

1.10 Hotel Semester Stay

A Hotel Booking (as defined below) only available to Semester Guests, being the Guests that are registered at a university or similar institution, in each case provided that the university or similar institution is recognized by the respective government or competent authority. Hotel Semester Stays have a fixed Check-In Date and fixed Check-Out Date and are available up to twelve (12) months.

1.13 Group Booking

A booking that applies to a reservation of ten (10) or more rooms.

1.12 TSH Life Portal/TSH Life App

A digital platform available to Semester Guests, that can be used to log in to their account, pay invoices, order additional services and find (additional) information about their Hotel Semester Stay.

1.13 Minimum Age

The minimum age for a Contracting Party to make a Hotel Booking (as defined below) is eighteen (18) years. Semester Guests and Guests younger than the age of eighteen (18) need the Hotel Booking (as defined below) made by their parents or legal representatives. Guests younger than the age of eighteen (18) can stay in The Student Hotel Location only if accompanied by a parent/legal representative or by another adult provided that, in the latter case, they deliver TSH Germany a written permission by their parents or legal representative for the stay with the relevant adult.

1.14 Hotel Booking

A reservation made by the Contracting Party.

1.15 Hotel Fee

The fee to be paid by the Contracting Party based on the Hotel Agreement.

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1.16 Deposit

The amount of the deposit to be paid by the Contracting Party for the Hotel Semester Stay as provided by clause 6.g below. The purpose of the deposit is to secure TSH Germany's claims against the Contracting Party and/or Semester Guest resulting from the Hotel Agreement or in connection with the stay of a Semester Guest, in particular claims relating to payment of the Hotel Fee and damages culpably caused by the Semester Guest during the term of the Hotel Agreement.

BOOKING PROCESS (2)

2.1 The Hotel Booking can be made online on the available websites or directly with the reservations department of TSH Germany (e.g. by telephone). The Hotel Agreement is entered into by TSH Germany's acceptance of the Contracting Party's offer, regardless of whether the Contracting Party makes this offer on the website or via email, telephone or any other means of communication. In case of an oral agreement between TSH Germany and the Contracting Party such as in case of booking via telephone, TSH Germany will issue a written confirmation.

2.2 By making the Hotel Booking the Contracting Party undertakes to fulfill and comply with these Terms and Conditions and the House Rules attached hereto and ensures that the Guest adheres to the Terms and Conditions and the House Rules.

GROUP BOOKING (3)

3.1. Reservations of ten (10) or more rooms qualify as Group Bookings.

3.2. For Group Bookings a separate contract regarding the requested hotel services will be sent to the Contracting Party together with the email confirming the Group Booking (or as the case may be other written confirmation). The terms and conditions of the separate contract that have been provided with the email confirming the Group Booking apply to that specific Group Booking.

CHECK-IN PROCEDURE (4)

ALL TYPES OF STAY

4.1 Unless agreed otherwise by e-mail, TSH Germany will make the hotel room available to the Guest/Semester Guest at three (3) p.m. ('**Check-In Time**') on the Check-In Date.

4.2 Only the Contracting Party and/or the Guest/Semester Guest is permitted to make use of the hotel room.

HOTEL SEMESTER STAY

4.3 In case of a Hotel Semester Stay, the Contracting Party shall within forty-eight (48) hours after the Check-In Time perform a room inventory and a bike check or procure that Semester Guest performs this inventory and bike check. Any missing elements or damaged items shall be indicated in writing to TSH Germany. If the Contracting Party is not the Semester Guest, the written notification of missing items or damages can be made by the Semester Guest on behalf of the Contracting Party and, in the absence of any written indication to the contrary issued by the Contracting Party, the notification made by the Semester Guest will be deemed made on behalf of the Contracting Party.

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CHECK-OUT PROCEDURE (5)

ALL TYPES OF STAY

5.1 The check-out time for the Guest/Semester Guest is twelve (12) p.m. (**'Check-Out Time'**).

HOTEL SEMESTER STAY

5.2 On the Check-Out Date but before the Check-Out Time, TSH Germany and the Contracting Party or the Hotel Semester Guest shall jointly perform a room inventory and a bike check. Any outstanding Hotel Fee and/or outstanding payments (including payments in relation to damages) due at any title by the Contracting Party will be deducted from the Deposit.

5.3 TSH Germany shall return the Deposit to the Contracting Party within four to six (4-6) weeks after the Check-Out Date. However, the return of the Deposit will only take place once the Contracting Party or, on his behalf, the Hotel Semester Guest, has signed the room check-out form completed by TSH Germany and upon the condition that the bike is returned to TSH Germany.

5.4 In the event that the Deposit repayment has failed because the bank account of the Contracting Party is no longer active, expired or blocked, TSH Germany shall inform the Contracting Party, who shall indicate another bank account to which the Deposit can be repaid.

PAYMENTS (6)

HOTEL STAY

6.1 Payments must be made using either a Credit Card or, if offered as payment method, Debit Card.

6.2 In case of a non-refundable Hotel Booking the entire amount of the Hotel Fee shall be paid at the moment of making the Hotel Booking.

6.3 In case of a refundable Hotel Booking the Hotel Fee shall be paid at the latest the night before the Check-In Date.

6.4 TSH Germany collects lodging tax from Guests on behalf of the city of Dresden in addition to the Hotel Fee. The lodging tax must be paid by the Guest at the Check-In Date, unless he/she can prove that he/she is exempt from lodging tax, as described hereinafter in this clause. A Guest is exempt from lodging tax if his/her stay is necessary for professional purposes or for reasons of professional education and if he/she is able to prove the professional necessity by providing TSH Germany with a respective and sufficient confirmation of his/her employer or educational institution. A form sheet for this confirmation can be obtained from the official website of the city of Dresden. TSH Germany will refund lodging tax if the required confirmation is provided after the the Check-In Date but before the Check-Out Time. After the Check-Out Time a refund may only be requested from the city of Dresden (without any liability of THS Germany in this respect).

HOTEL SHORT STAY

6.5 Payments must be made using either a Credit Card or, if offered as payment method, Debit Card.

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6.5 In case of a non-refundable Hotel Booking the entire amount of the Hotel Fee shall be paid at the moment of making the Hotel Booking.

6.7 In case of a refundable Hotel Booking the Hotel Fee shall be paid at the latest fourteen (14) days before the Check-In Date.

6.8 With respect to lodging tax, Section 6.4 applies accordingly.

HOTEL SEMESTER STAY

6.9 Payments must be made using a Credit Card or Debit Card.

6.10 Payments of the Hotel Fee will be made in monthly installments and must be made in accordance with the payment term(s) stated on the invoice.

6.11 For each Hotel Semester Stay, a Deposit equal to one (1) month of the Hotel Fee shall be paid. The Contractual Party is free to make the payment at the moment of making the Hotel Booking. The Contractual Party is entitled to pay the Deposit in three (3) equal monthly instalments in accordance with Section 551 of the German Civil Code. TSH Germany has the right to refuse provision of the room if the Contractual Party has not made at least the first instalment of the Deposit on the Check-In Date.

6.12 In the event that the invoice of the Hotel Fee is not paid within four (4) weeks after the payment has become due, the amount of the unpaid invoice(s) can be deducted from the Deposit regardless of a termination of the Hotel Agreement (as permissible according to clause 10 below) provided, however, that during the term of the Hotel Agreement this only applies to the unpaid invoice(s) that are undisputed by the Contracting Party.

6.13 TSH Germany will not collect lodging tax from a Semester Guest on behalf of the city of Dresden in addition to the Hotel Fee if and to the extent that the Semester Guest provides sufficient evidence that he/she qualifies for an exemption from lodging tax due to reasons of professional education (option A), or if he/she provides an official confirmation that he/she is registered at The Student Hotel Dresden as his/her principal residence (option B), in each case as further set forth in this clause.

a) A Semester Guest will usually qualify for an exemption from lodging tax to the extent that his/her stay is necessary for reasons of professional education provided that he/she can prove this professional necessity by providing a respective and sufficient confirmation of the university at which he/she is enrolled. A form sheet for this confirmation can be obtained from the official website of the city of Dresden.

b) A Semester Guest will not be subject to lodging tax if he/she is registered at the hotel in Dresden as his/her principal residence. A confirmation of registration can be requested from the city of Dresden.

If the Semester Guest does not provide TSH Germany with either a sufficient confirmation of a university (option A) or confirmation of registration issued by the city of Dresden (option B) within one month after the Check-In-Date, TSH Germany is entitled to charge lodging tax *pro rata* in addition to the Hotel Fee with the monthly invoice, including lodging tax *pro rata* in addition to already charged amounts of the Hotel Fee. To the extent that the Semester Guest provides sufficient evidence for the applicability of option A or option B only after the Check-In-Date, TSH Germany will not charge lodging tax *pro rata* in

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addition to the Hotel Fee for the respective future period. In this case, the Semester may also demand the refund of already paid amounts of lodging tax from TSH Germany if and to the extent past periods are covered by the respective documents. To the extent that lodging tax has already been paid to the city of Dresden, TSH Germany does not have any obligation or liability vis-à-vis the Semester Guest to refund any amounts of lodging tax and the Semester Guest may only request a refund from the city of Dresden.

HOUSE RULES (7)

7.1 TSH Germany has a set of house rules to preserve order, peace and quietness in the hotel (the “**House Rules**”). The House Rules are available at www.thestudenthotel.com and a copy can be requested at the reception of the hotel. All Guests/Semester Guests can download the House Rules via the TSH website.

7.2 If the Guest/Semester Guests or someone accompanying him/her violates the House Rules or acts in such a way that the order, peace and quietness or normal operation of TSH Germany are jeopardized, the Guest/Semester Guest and anyone accompanying him/her must leave the hotel upon request TSH may also be entitled to terminate the Hotel Agreement in accordance with clause 10.

MAXIMUM LENGTH OF STAY (8)

8.1 TSH Germany does not offer permanent accommodation. TSH Germany offers a maximum length of stay of twelve (12) months. If a Guest/Semester Guest has stayed in the hotel for twelve (12) months, he/she will be entitled to return to the hotel only after the expiry of a period of twelve (12) months following the Check-Out Date.

GUESTS/SEMESTER GUESTS RIGHTS TO WITHDRAW / NO SHOW (9)

9.1 The Contracting Party has the right to withdraw from the Hotel Agreement prior to its commencement (i.e. the Check-In Date) only in accordance with this clause 9.

HOTEL STAY AND HOTEL SHORT STAY

9.2 In the event of a refundable Hotel Booking (as indicated when making a booking), the Contracting Party is entitled to withdraw from the Hotel Agreement until three (3) p.m. on the day before the Check-In Date, without any charge and any amount being paid will be refunded to the Contracting Party. The right to withdraw from the Hotel Agreement lapses if the Contractual Party does not withdraw from the Hotel Agreement until three (3) p.m. on the day before the Check-In Date by written declaration (email to reservations@thestudenthotel.com shall be sufficient).

9.3 In the event of a non-refundable Hotel Booking (as indicated when making a booking), a withdrawal from the Hotel Agreement by the Contractual Party requires the prior written consent of TSH Germany, unless the Contractual Party has a mandatory statutory right to withdraw from the Hotel Agreement.

9.4 If the Contractual Party has not (duly and effectively) withdrawn from the Hotel Agreement, whether on a statutory or contractual basis, and the services under the Hotel Agreement are not used by the Guest (in particular in case of a no show), TSH Germany is entitled to receive or keep the agreed Hotel Fee. However, TSH Germany shall take into account the amounts received due to using the room otherwise as well as spared expenses. If the room is not occupied otherwise, TSH Germany

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may apply a lump sum deduction for spared expenses. In this case, the Contractual Party shall be under the obligation to pay 90% of the agreed Hotel Fee for a stay with or without breakfast. The Contractual Party has the right to prove that this claim does not exist at all or is lower than these lump sum amounts.

HOTEL SEMESTER STAY

9.5 In case of a Hotel Agreement relating to a Hotel Semester Stay, the Contractual Party can withdraw from the Hotel Agreement until one (1) calendar month prior to the Check-In Date. The right to withdraw from the Hotel Agreement lapses if the Contractual Party does not withdraw from the Hotel Agreement until this date by written declaration (email to reservations@thestudenthotel.com shall be sufficient).

TERMINATION RIGHTS (10)

10.1 After the Check-In Date, the Contractual Party and TSH Germany may only terminate the Hotel Agreement in accordance with the provisions of these Terms and Conditions. Unless expressly agreed otherwise, neither party is entitled to ordinarily terminate the Hotel Agreement prior to the expiry of its respective fixed term.

10.2 Subject to TSH Germany's prior written consent - which may be granted in TSH Germany's sole discretion - the Contractual Party may terminate the Hotel Agreement prior to its regular expiry. The Contractual Party of a Hotel Agreement relating to a Hotel Semester Stay has the following special termination right: the Contractual Party may terminate the Hotel Agreement relating to a Hotel Semester Stay at any time by the end of the month by written declaration to TSH Germany (email to reservations@thestudenthotel.com shall be sufficient) if it agrees to make a payment of (i) an administration fee of EUR 350 (plus VAT as applicable), (ii) 100% of the Hotel Fee for the calendar month following the receipt of the notice of termination and (iii) 70% of the Hotel Fee for the period of time commencing with the second month after the receipt of the notice of termination until the expiry date as originally agreed in the Hotel Agreement.

10.3 TSH Germany has the right to extraordinarily terminate (or withdraw from) the Hotel Agreement as permitted under applicable statutory law, e.g. Section 543 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*), in particular in case of particularly significant violations of provisions set out in these Terms and Conditions and/or House Rules, such as: making false statements in connection with the registration for a Hotel Semester Stay, default with payments (as set forth in Section 543 of the German Civil Code) and criminal acts.

10.4 If the Contractual Party or the Guest/Semester Guest continues his/her stay beyond the term of the Hotel Agreement, this shall not be deemed an implied prolongation of the Hotel Agreement and Section 545 of the German Civil Code is expressly excluded.

10.5 In the event that the Hotel Agreement is terminated extraordinarily for reasons for which the Contractual Party is responsible, the Contracting Party shall be liable for any and all damages resulting from the extraordinary termination.

10.6 For the avoidance of doubt, the statutory rights to terminate the Hotel Agreement extraordinarily shall remain unaffected for the Contractual Party.

LIABILITY OF THE CONTRACTING PARTY AND OF THE

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GUEST/SEMESTER GUEST (11)

11.1 Contracting Party shall be liable according to the provisions of the applicable statutory law. In particular in case the Contracting Party is a legal entity, including universities and similar institutions, it is liable for damages culpably caused to TSH Germany by the Guest/Semester Guest also without separate contract.

LIMITATION OF LIABILITY (12)

12.1 Unless otherwise set forth in these Terms and Conditions, TSH Germany will be liable according to the applicable provisions of statutory law.

12.2 TSH Germany shall only be liable for damages, regardless of the legal basis, caused by willful intent (including maliciously concealing a defect) or gross negligence. TSH Germany shall be liable for simple negligence in case of damages arising from the breach of a material contractual obligation (i.e. an obligation which is essential for the due performance of the contract and compliance with which the other party regularly expects and may expect) whereas, in this case, TSH Germany's liability shall be limited to typical damages which it could have foreseen as a possible consequence of such breach at the time of entering into the contract.

12.3 The limitations of liability pursuant to clause 12.2 above do not apply (i) in case of damages to life, body or health, and/or (ii) if and to the extent TSH Germany has maliciously deceived (*arglistig verschwiegen*) a defect, and/or (iii) if and to the extent TSH Germany has assumed a guaranty for the quality of goods or services.

12.4 For things which the Guest/Semester Guest brings in (*einbringen*), TSH Germany shall be liable according to the provisions of Sections 701 et. seq. of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) up to a maximum amount of EUR 3,500. For money, securities and valuables the maximum amount of liability is EUR 800. If the things have been taken into custody by TSH Germany or if damage to the things has been culpably caused by TSH Germany, clauses 12.2 and 12.3 shall apply *mutatis mutandis* with respect to the liability of TSH Germany.

12.5 If TSH Germany provides parking space in a hotel garage or hotel parking area, this shall not be considered to establish a contract for custody. In case of loss or damages to cars (including the things in the cars) which are parked on premises of the hotel, clauses 12.2 and 12.3 shall apply *mutatis mutandis* with respect to the liability of TSH Germany.

REGISTRATION (13)

SEMESTER STAY ONLY

Semester Guests must be able to provide a copy of their registration with a university or similar institution (see clause 1.10 above). If the Semester Guest cannot provide this proof of registration until four (4) weeks after written request by TSH Germany, the Hotel Agreement may be terminated by The Student Hotel immediately and without prior notice.

COMPLAINTS (14)

14.1 A complaint filed with TSH Germany regarding the performance of the Hotel Agreement must be made in writing by the Contracting Party and/or the Guest/Semester Guest and must be submitted immediately after discovering the failure to

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perform for which The Student Hotel might be liable. Complaints should be sent in writing to: complaints@thestudenthotel.com.

14.2 In case of defects, the provisions of applicable statutory law apply subject to the limitation of liability set forth in clause 12 above.

FORCE MAJEURE (15)

15.1 The term force majeure will include the following circumstances: epidemic disease, war, threat of war, civil unrest, labor strikes or sit-ins, water damage, acts of war, fire, flood, acts undertaken by the government or general outages of gas, electricity, water or internet which make the performance of the Hotel Agreement impossible for TSH Germany ('**Force Majeure**').

15.2 In the case of Force Majeure, TSH Germany is entitled to either suspend performance of the Hotel Agreement or terminate the Hotel Agreement, provided that TSH Germany has not culpably caused any of the circumstances resulting in a Force Majeure event. In that case, TSH Germany cannot be held liable for damages suffered as a result of the Force Majeure event.

FOUND PROPERTY (16)

16.1 All found property/goods shall be handed over to the reception desk of the hotel.

16.2 The Contracting Party shall bear the risk and expense of the shipping of any property lost by the Guest/Semester Guest or their guest(s).

CHANGE OF ROOMS / SUBLETTING (17)

17.1 TSH Germany is at all times entitled to transfer a Guest/Semester Guest to a different room of a similar type for operational reasons.

17.2 It is prohibited to let/sublet any type of hotel room (including via Airbnb, Wimdu, etc.).

CHANGE OF TERMS AND CONDITIONS (18)

18.1 TSH Germany reserves the right to change, modify or revoke any provision of Hotel Agreement, these Terms and Conditions and House Rules with prior consent of the Contracting Party. Changes will become binding within twenty-four (24) hours after the Contracting Party has provided consent by email.

18.2 All information is correct at the time of this publication. The latest version is always available at reception of the hotel and is published on the website www.thestudenthotel.com.

ENTERING ROOMS (19)

19.1 Unless the Contractual Party or the Guest/Semester Guest objects or clearly indicates its objection, TSH Germany personnel will enter the room daily for cleaning purposes while the Guest/Semester Guest is not present.

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19.2 TSH Germany needs to enter a room for legal reasons (particularly health related regulation) if the room stays vacant for a longer period. The Contractual Party hereby agrees that TSH Germany may enter the room for these purposes without the Guest/Semester Guest being present and without prior notice. Therefore, the Contractual Party must inform, or procure that the Guest/Semester Guest informs, TSH Germany of any period during which a room will stay vacant for a period of five (5) days or more.

19.3 Besides clauses 19.1 and 19.2, staff of TSH Germany, upon reasonable prior notice to the Guest/Semester Guest, has the right to enter the room of a Guest/Semester Guest in his/her presence for maintenance, security, and other legitimate reasons, including reasonable inspections. In case of imminent danger, TSH Germany always has the right to enter a room without prior notice and without the Guest/Semester Guest being present.

BIKES (20)

20.1 The Student Hotel provides the usage of a bike free of charge for Semester Guests or Guests with a short stay package. Guests with other bookings and the persons who visit or accompany the Guest/Semester Guest can rent a bike upon request.

20.2 The bike terms of use will be applicable in the TSH App or bike agreement signed at the reception.

APPLICABLE LAW AND VENUE (21)

The Hotel Agreement, including the Germany Booking Details, these Terms and Conditions, the House Rules as well as any additional agreement(s) entered into between TSH Germany and the Contracting Party for the performance of hotel services shall be governed by the laws of Germany.

ONLINE DISPUTE RESOLUTION (22)

As a company which offers to enter into a Hotel Agreement via the Internet, TSH Germany is under a statutory obligation to inform you as consumer about the existence of the platform for online dispute resolution provided by the EU Commission. The platform can be accessed via the following link: <http://ec.europa.eu/consumers/odr/>. However, TSH Germany does not participate in a proceeding before a consumer dispute resolution body.