



General Trade Terms and Conditions of Peter Ostrowski Messezimmervermietung Agency

In der Gatzte 2, 30966 Hemmingen, concerning accommodation rental.

Dear Clients,

We make every effort to make our guests' stay as nice as possible and prevent any problems. With this in mind we present our terms and conditions as well as the range of our services, so that our clients know any terms and conditions of cooperation beforehand.

A. Peter Ostrowski agency's operating grounds.

Peter Ostrowski Messezimmervermietung operates only in renting private rooms, flats, houses and making reservations in guest houses. The leased facilities are mainly private properties, let to clients for the duration of fairs held in Hannover. These general terms and conditions of trade are valid and binding for short-term use contracts for the above-mentioned kinds of accommodation. Subrenting or further rent of the facilities require a prior written consent by Peter Ostrowski Agency. The client/tenant's terms and conditions of trade apply only if it was clearly agreed on in writing upon making reservation.

B. Making a reservation, concluding the agreement.

At client's request we prepare a free, individual, non-binding, custom-made offer. Upon the receipt of an e-mail confirmation Peter Ostrowski Agency effects a legally binding lease contract (reservation). By making a binding reservation between Peter Ostrowski Agency and the client/tenant a travel and hotel contract is concluded, under which the client /tenant shall pay Peter Ostrowski Agency a downpayment or the whole due amount within 7 days from the receipt of the invoice, unless otherwise agreed in writing. Any bank charges related to the transfer are borne by the client/tenant. After the payment is received, the settled bills and travel documents can be sent to the client /tenant by post, fax or via the Internet as a PDF file. If the payment is not received when stipulated, the reservation shall be automatically cancelled and relevant costs charged to the client. Fees for cancellation or change in the reservation become payable immediately.

C. Prices, payments and compensation.

All the offers are non-binding and open. The prices cannot be increased during agreement performance; they can be changed by Peter Ostrowski Agency if the client/tenant requests a change in the number of rooms or tenancy term, and only upon the consent of Peter Ostrowski Agency. Peter Ostrowski Agency is entitled to claim relevant downpayment upon agreement conclusion or afterwards. The amount of downpayment (25% as a rule) shall be settled in writing after the reservation is confirmed and indicated on the invoice. The valid prices are those quoted on our website from time to time (www.messezimmer-laatzten.com). All the prices are final and subject to VAT tax at 7% statutory rate. The outstanding amount is payable at 28 days before arrival at the latest. In the event of reservations in private houses only for one night a short-stay charge is added at € 15,00 per night per person.

D. Obligations of the client/tenant.

The check-in time is normally from 16:00 to 23:00. On the day of departure all the rooms must be vacated by 12:00. Any other arrangements must be agreed on with Peter Ostrowski Agency. The Agency must also be immediately notified on any change in occupants during the reservation or its prolongation. Using land phone line or the Internet is allowed only after making a request and obtaining the consent. On departure the client/tenant shall leave the private rooms in a clean and non-impaired state. The client/tenant may not conclude future separate rental agreements with the landlord on their own or breach the provisions hereof in any other manner. When transferring private rooms a deposit as a security for possible damages or loss of keys may be required (normally € 50.00). The client/tenant shall during the stay immediately notify Peter Ostrowski Agency on any possible breakdown. Should they fail to do so for reasons attributable to the client, the rent shall not be decreased. In such case Peter Ostrowski Agency shall start remedies as far as possible, however, it is not obliged to recognise the client's/tenant's claims. The client/tenant shall inform Peter Ostrowski Agency if they do not receive relevant travel documents (e.g. voucher) on the date stipulated by Peter Ostrowski Agency.

E. Withdrawal, notice and cancellation

Peter Ostrowski Agency may cancel the reservation effective immediately and before the travel, if despite notifications the client continually delays the travel or breaches the agreement in the manner justifying its immediate termination (e.g. fails to pay the agreed rent within the term). The cancellation cost of a binding reservation shall be charged to the client. A break in a travel may also give rise to additional costs, for example return trip cost. The rental agreement must be terminated in writing at Peter Ostrowski Agency. The cancellation becomes effective on the date the cancellation is received by post or fax. The cancellation costs are the following:

- 8 weeks before the date of fairs 25% of the price paid
- 4 weeks before the date of fairs 50% of the price paid
- 2 weeks before the date of fairs 80% of the price paid

Cancellation filed with Peter Ostrowski Agency during the event/fair and after its end cannot be accepted. Each cancellation or change in reservation is subject to processing fee at € 25,00 – (subject to the VAT at the applicable rate, now at 19%).

F. Liability.

Peter Ostrowski Messezimmervermietung Agency is liable solely for the rental and its liability is limited as provided for in § 276 BGB [German civil code] to gross negligence and willful misconduct. Peter Ostrowski Agency shall not be liable for damages to the owners of the room, house or guest house caused by the client/tenant. The property left behind by the client/tenant shall be forwarded after an enquiry made by post, at the cost and risk of the client/tenant.

G. Final provisions.

Oral settlements or settlements other than the provisions of the agreement must be confirmed in writing by all the parties thereof. Should any provisions hereof prove to be invalid, the remaining provisions are not affected.

If upon the agreement conclusion additional settlements prove to be necessary, the parties shall make the necessary settlements as upon the agreement conclusion. The same concerns the event when any provisions of the agreement prove to be in breach of legal regulations.

H. Competent courts.

The contract and all the legal relationship are governed by German law. The competent court and the place of enforcement is Hannover.

Hannover, April 2011.