

General Terms of Business of The Mora Zanzibar

Section 1 – Scope

1. These General Terms of Business apply to contracts in respect of all services provided by The Mora Zanzibar to guests, organizers, and other contract partners (hereinafter referred to as the "Customer"), in particular to contracts relating to the hiring of hotel rooms.
2. The Customer's General Terms of Business are not applicable, even when The Mora Zanzibar does not expressly contradict them.

Section 2 – Conclusion of the Contract

1. The contract comes into being when The Mora Zanzibar accepts the Customer's request. If The Mora Zanzibar makes a binding offer to the Customer, the contract comes into being when the Customer accepts the offer. In both cases, The Mora Zanzibar is entitled to confirm the booking in writing.
2. The contract partners are The Mora Zanzibar and the Customer.
3. For bookings made at promotional rates, a specified percentage of the cost of the stay (as indicated at booking time) must be paid at the time of booking.
4. For bookings made on The Mora Zanzibar's official website or through other digital booking platforms, the details of a valid credit card in the name of the Customer may be required. By providing the credit card details, the Customer indicates agreement to The Mora Zanzibar or a service provider acting on its behalf debiting the due amount from the credit card.
5. Subletting or re-letting, or use of the hired services by third parties free of charge and use for purposes other than accommodation, are not permitted unless The Mora Zanzibar expressly permits such activities. The Mora Zanzibar may, at its discretion, make an exception in writing in response to a request.

Section 3 – Use of Rooms, Handover of Rooms, Departure

1. Rooms are made available for accommodation purposes only.
2. The Customer is liable to The Mora Zanzibar for any damage caused by the Customer or by third parties who have benefited from The Mora Zanzibar's services at the Customer's instigation. This applies in particular in respect of 'allocation contracts'.
3. Unless expressly agreed otherwise, the Customer has no right to the allocation of specific rooms.
4. On the day of arrival, booked rooms will be available to the Customer from 3:00 p.m., unless agreed otherwise. Unless agreed otherwise, The Mora Zanzibar will keep reserved rooms free for the Customer until 6:00 p.m. Thereafter, The Mora Zanzibar reserves the right to reallocate the room. The Customer cannot derive any rights or claims from such reallocation.

5. On the day of departure, rooms must be vacated by 11:00 a.m. at the latest, unless agreed otherwise. Thereafter, The Mora Zanzibar may charge for the additional use of the room, beyond the loss incurred thereby, at the daily room rate until 4:00 p.m., and from 4:00 p.m. 100% of the full price for board and lodging (list price).

Section 4 – Events/Conferences

1. The Customer must inform The Mora Zanzibar of the final number of participants attending an event/conference not less than seven days before its start date. If the Customer informs The Mora Zanzibar that the number of participants will be higher than the number agreed, this higher number of participants will not become an integral part of the contract unless The Mora Zanzibar provides its written consent. If The Mora Zanzibar does not provide written consent, the Customer shall not be entitled to hold the event/conference with a higher number of participants. If The Mora Zanzibar consents, the invoice will be based on the new agreement (including additional expenditure as appropriate). The Customer has no right to demand such consent.
2. If the agreed starting time for an event/conference changes, The Mora Zanzibar shall be entitled to charge the Customer for any additional costs incurred as a result of that change.
3. Reserved rooms are available to the Customer only for the period agreed in writing. The Mora Zanzibar reserves the right to change the room allocation insofar as such changes are reasonable for the Customer, taking into account the interests of The Mora Zanzibar.
4. For events which extend beyond midnight, The Mora Zanzibar may charge a specified hourly rate (as previously agreed upon) plus applicable taxes for each staff member engaged.
5. The Customer must obtain all official authorizations at its own expense, unless other arrangements are expressly agreed in writing. The Customer is responsible for compliance with all relevant requirements under (regulatory) law. The contract partner must pay promptly to the creditor any fees in respect of the event which are due to third parties, such as performance rights fees, entertainment tax, and similar.
6. The Customer is responsible for the conduct of its own employees, the people attending the event, and any other support staff, as well as for its own conduct. The Mora Zanzibar may require Customers to provide suitable securities.
7. The taking out of any necessary insurance in respect of items brought into The Mora Zanzibar is entirely a matter for the Customer.
8. Customers must not bring any food or drink to events. Agreement otherwise may be made in writing in special cases; in such cases, an overheads fee may be charged after deduction of the pro rata share of goods used (corkage).
9. All types of advertising or information activities, etc., carried out by the Customer as a result of which a connection with The Mora Zanzibar is established, in particular through use of The Mora Zanzibar name, must obtain the prior written approval of The Mora Zanzibar.

Section 5 – Prices, Payments, Setoff and Assignment

1. The agreed prices include applicable taxes at the rate valid at the time of booking. The prices do not include public charges such as tourism taxes or similar. The Customer must pay these charges as a supplement. The relevant amounts will be specified separately on the bill. Increases in taxes must be borne by the Customer. The Mora Zanzibar is entitled to require the Customer to pay an advance payment or security of up to 100% of the Customer's total payment obligation when the contract is concluded. The level of the advance payment and the dates of payment will be specified in the contract.
2. The Customer may only offset against a claim by The Mora Zanzibar if its claim is uncontested or confirmed by a court of law. The same applies to the exercising of a retained right with respect to claims on the part of the Customer. Claims and other rights may be offset only with the written consent of The Mora Zanzibar.

Section 6 – Cancellation/Reduction

1. Bookings made by the customer are binding.
2. If the Customer cancels or reduces booked hotel services (with the exception of promotional rates), the Customer must pay compensation to The Mora Zanzibar as follows:
 - o Specific cancellation fees and timeframes will be provided at the time of booking. These will detail the percentage of the booking amount that will be retained by the hotel based on how close to the booking date the cancellation occurs.
3. Bookings made at promotional rates may not be cancellable or reducible. Any payments made in advance may not be refunded. specific terms will be provided at the time of booking.
4. In the event of cancellation of booked events and conferences (including room bookings, catering, supporting program, etc.), the timescales and compensation arrangements will be provided in writing within the event contract.
5. The Customer is entitled to provide evidence that there is no loss to The Mora Zanzibar or that such loss is lower.
6. If The Mora Zanzibar can render the cancelled services to other third parties within the agreed period, the compensation to be paid by the customer is reduced by the amount that those parties pay for the cancelled services, up to a maximum which cancels out the total amount of the compensation payment.

Section 7 – Cancellation by The Mora Zanzibar

In exceptional circumstances, The Mora Zanzibar is entitled to withdraw from the contract for objectively justified reasons, in particular if:

- An agreed advance payment has not been paid by the end of any reasonable grace period specified by The Mora Zanzibar.
- Performance of the contract is impossible due to force majeure, strikes, or other circumstances outside The Mora Zanzibar's control.

- Rooms/events have been booked on the basis of misleading or false information regarding material facts (such as the identity of the customer or the purpose of the event).
- The Mora Zanzibar has justified reason to believe that use of The Mora Zanzibar's services could jeopardize the smooth operation, security, or reputation of The Mora Zanzibar in the eyes of the public, without this being the fault of the ownership or management of The Mora Zanzibar.

Section 8 – Third-Party Services

In addition to The Mora Zanzibar's services, The Mora Zanzibar can arrange third-party services for the customer (e.g., excursions, transportation). Third-party services are not operated by The Mora Zanzibar but are provided by third parties at their own risk and for their own account. The Mora Zanzibar, therefore, accepts no liability for third-party services.

Section 9 – Liability of The Mora Zanzibar/Limitation Period

1. Liability of The Mora Zanzibar in respect of the rendering of its own services is excluded (hereinafter referred to as "Exclusion of liability") unless specified otherwise in the rules set out below:
 - The Exclusion of liability does not apply to loss or damage arising from culpable breach of a material contractual obligation in a manner that jeopardizes achievement of the purpose of the contract. Liability is therefore limited to damage that is typical of the contract.
 - Exclusion of liability does not apply to damage due to loss of life, bodily injury, or damage to health caused by a negligent breach of contractual obligation by The Mora Zanzibar or its legal representatives or vicarious agents.
 - The Exclusion of liability does not apply to damage caused by a deliberate or grossly negligent breach of duty on the part of The Mora Zanzibar or its legal representatives or vicarious agents.
 - The Exclusion of liability does not apply to claims under product liability law.
2. Insofar as the liability of The Mora Zanzibar is excluded or limited, this also applies to the liability of its legal representatives, employees, and vicarious agents.
3. The Customer is obliged to bring discernible shortcomings in the services provided by The Mora Zanzibar to the attention of The Mora Zanzibar immediately, and not later than the time of departure.
4. No contract of safe custody is established between The Mora Zanzibar and the Customer in respect of any vehicle parked on The Mora Zanzibar's premises. Car parking areas are not supervised. The Mora Zanzibar accepts no liability for loss of or damage to vehicles (or their contents).
5. Items left behind by the Customer/Hotel user will only be forwarded on request by, and at the risk and expense of, the Customer. The Mora Zanzibar will keep the items for a

reasonable time and will charge an appropriate fee for doing so. Thereafter, any items with a discernible value will be handled according to local policy.

6. Any claims made by the Customer against The Mora Zanzibar which arise from or are connected with the contract will lapse after a time frame according to local law, starting from the end of the year in which the claim arose. This does not apply to claims relating to compensation for physical injury or injury to health or are based on gross negligence.

Section 10 – Law

The laws of Zanzibar, Tanzania, apply. The place of jurisdiction for disputes relating to commercial transactions is the location of The Mora Zanzibar.