

## TEMPORARY CORONAVIRUS CANCELLATION POLICY

Taking into account the impact of COVID-19 on our guests, we have decided to offer our Semester Guests an additional and temporary cancellation right to the original contractual rights for cancellation (*see clause 7 or 8 of the Hotel Terms & Conditions*) where guests can prove that the cancellation is due to COVID-19 – see terms of proof below.

### 1. Cancellation right prior to the Check-In Date

This temporary right prior to the Check-In Date implies that in case of a Hotel Semester Stay, the Contracting Party has the right to either postpone (subject to availability at TSH) or terminate the Hotel Agreement up to one (1) week before the Check-In Date, without any charge.

### 2. Cancellation right one (1) week before or after the Check-In Date

This temporary cancellation right after the Check-In Date implies that in case of a Hotel Semester Stay, the Contracting Party of a Hotel Agreement relating to a Hotel Semester Stay may either postpone or terminate the Hotel Agreement.

#### (i) Postpone

In case the Semester Guest wishes to postpone the Hotel Agreement, the Contracting Party may change the booking period to a new date that is within the same academic year from the original Check-in Date (via email to [reservations@thestudenthotel.com](mailto:reservations@thestudenthotel.com)), but subject to availability at TSH. If there is a higher difference in price for the new dates, the Contracting Party will need to cover for such costs.

#### (ii) Terminate

In case the Semester Guest wishes to terminate the Hotel Agreement, the Contracting Party may terminate at any time by the end of the month by written declaration to the TSH Reservations Department (by filling out the online form at <https://tsh.tips/cancellation-request>), but only if the Contracting Party agrees to make a payment of (i) the hotel fee for the remaining month in which TSH received the notice of termination and (ii) 100% of the hotel fee for the calendar month following the month in which TSH received the notice of termination.

### **Terms of Proof:**

The right to cancel or postpone the underlying Hotel Agreement, either prior to or after the Check-In Date, due to COVID-19 only exists if the Contracting Party is able to prove that:

- The courses at the university or similar educational institution where the Semester Guest is registered, has been either cancelled in full or has been changed to online-only for the minimum duration of at least four (4) consecutive months and/or
- The government (either country of origin of the Semester Guest or country of the Hotel Stay) has issued any travel bans preventing people to travel and therefore preventing the Semester Guest to check-in at the TSH Hotel on the Check-In Date, or if the government (either country of origin of the Student or country of the Hotel) has issued any travel guidelines due to which the Students are forced to return to their home countries or to leave the country of the Hotel.

Please note that this additional right to cancel only exists in case the Contracting Party is able to adduce evidence of (i) the governmental guidelines on the travel ban, or (ii) the educational institution that the courses are cancelled or changed to online-only for at least four (4) consecutive months in an attempt to prove the facts in issue. These documents need to be sent to TSH within three (3) weeks from the date of announcement or documents received by either the government or the educational institution.