



## General Terms and Conditions for Events

### I. Scope of Applicability

1. These Terms and Conditions govern contracts for the rental of the hotel's conference, banquet, and convention rooms for events such as banquets, seminars, conferences, exhibitions and presentations, etc., as well as all other associated services and goods connected therewith provided by the hotel.
2. The hotel's prior written consent is required if the rooms, areas, or display cases are to be rented or sublet to a third party, or if invitations are issued for introductory interviews, sales promotions, or similar events, whereby § 540, para. 1, sentence 2 German Civil Code is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall apply only if this is previously expressly agreed in writing.

### II. Conclusion of Contract, Parties, Liability, Statute of Limitations

1. The contract shall come into force upon the hotel's acceptance of the customer's application. They are the parties to the contract.
2. If the customer/ordering party is not the event organizer itself, or if a commercial agent or organizer is being used by the event organizer, then these parties shall be liable together with the event organizer as joint and several debtors for all obligations arising from the contract, insofar as the hotel has received a corresponding statement of the event organizer.
3. The hotel shall be liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such which result from injury to life, body or health and the hotel is responsible for the breach of the obligation, other damage which is caused from an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the hotel which are typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent of a breach of a statutory representative or employee. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum. In addition, the customer shall be obliged to notify the hotel in due time if there is a possibility that extraordinarily extensive damage may be incurred.
4. All claims against the hotel shall be generally time-barred one year after the statutory commencement of the contract. Reimbursement of damage claims shall be time-barred after five years, independent of knowledge. The reduction of the statute of limitation periods shall not apply for claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

### III. Services, Prices, Payment, Set-Off

1. The hotel is obligated to render the services ordered by the customer and agreed upon by the hotel.
2. The customer is obligated to pay the hotel's prices agreed or the customary hotel's prices for such services or other services utilized. This shall also apply to services and expenses of the hotel to third parties caused by the customer, in particular, also for claims of copyright exploitation companies.
3. Value-added tax as required by law is included in the agreed prices. If the period between conclusion of the contract and the event exceeds four months and if the price generally charged by the hotel for such services increases, then the agreed price may be raised to a reasonable degree, not, however, to exceed five percent.
4. Hotel invoices not stating a due date are payable and due in full within ten days of receipt. The hotel shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 percent or, with legal transactions with a consumer, in the amount of 5 percent above the base interest rate. The hotel reserves the right to prove greater damage.
5. The hotel is entitled to require a reasonable advance payment at any time. The amount and date of the advance payment may be agreed in writing in the contract.
6. The customer may only set-off or reduce a claim of the hotel with a claim which is undisputed or decided with final, res judicata effect.

### IV. Repudiation by the Customer (Cancellation, Annulment)

1. The written agreement of the hotel shall be required for cancellation by the customer of the contract concluded with the hotel. If such agreement is not given then the agreed room rate from the contract as well as the services caused to be performed by third parties shall also be paid in any case in the event that the customer does not avail himself of the contractual services and rental to a third party is no longer possible. This shall not apply with the breach of the obligation of the hotel to take into account the rights, objects of legal protection and interests of the customer, if holding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.
2. Insofar as the hotel and the customer have agreed in writing to a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without causing payment or reimbursement claims by the hotel. The cancellation right of the customer shall dissolve if he does not exercise his cancellation right in writing up until the agreed date, insofar as no case pursuant to Nr. 1, sentence 3 supra exists.
3. If the customer cancels between the eighth and fourth week prior to the date of the event, the hotel shall be entitled to charge – in addition to the agreed rent – 35 percent of lost food sales (70 percent of food sales for any later cancellation).
4. Food sales are calculated using the following formula: menu price event times the number of participants. If no price had yet been agreed for the menu, then the least expensive three-course menu in the current set of event offerings shall apply.
5. If a seminar flat rate per participant has been agreed, then the hotel shall be entitled to charge, with a cancellation between the eighth and fourth week prior to the date of the event, 60 percent of the seminar flat rate times the agreed number of participants (85 percent for any later cancellation).
6. The deduction of saved expenses is taken into account with the numbers 3 to 5 supra. The customer shall be free to prove that the above-mentioned claim was not created or not created in the demanded amount.

### V. Repudiation by the Hotel

1. Insofar as the cost-free right of cancellation by the customer within a certain time period has been agreed in writing, the hotel shall be entitled to cancel the contract itself within this time period if inquiries of other customers for the contractually booked event rooms exist and the customer, upon inquiry by the hotel, does not waive his right of cancellation.
2. Should an agreed advance payment or an advance payment demanded pursuant to Item III, Nr. 5 not be paid, then the hotel shall also be entitled to cancel the contract.

3. Furthermore, the hotel is entitled to rescind the contract for justifiable cause, i.e.:
  - If force majeure or other circumstances beyond the hotel's control render fulfilment of the contract impossible;
  - If events are booked using misleading or false representation of material facts such as the customer or purpose;
  - If the hotel has good reason to assume that the event might jeopardize the hotel's smooth operations, security, or public reputation without these being attributable to the hotel's sphere of dominion or organization;
  - If there is a breach of the item: I. Nr. 2 supra.
4. Upon justified cancellation by the hotel, the customer shall have no claim to reimbursement of damage.

### VI. Changes in Number of Participants and Time of Event

1. If the number of participants changes by more than five percent, the hotel must be informed at the latest five business days before the start of the event. Such change must be approved in writing by the hotel.
2. A reduction in the number of participants of no more than five percent by the customer shall be acknowledged by the hotel in its charges. For changes exceeding this amount, the originally agreed number of participants minus five percent will be used. The customer shall have the right to reduce the agreed price by the expenses saved by him as proved due to the reduced number of participants.
3. If there is an upward change, charges will reflect the actual number of participants.
4. If the number of participants changes by more than ten percent, the hotel shall be entitled to redetermine the agreed prices and to exchange the confirmed room reservations unless this is unreasonable for the customer.
5. If the event's agreed starting or ending times change and the hotel agrees to such deviations, the hotel may reasonably charge for the added cost of stand-by service, unless the hotel is at fault.

### VII. Bringing of Food and Beverages

1. The customer may not bring food or beverages to events. Exceptions must be agreed in writing with the hotel. In such cases, a charge will be made to cover overhead expenses.

### VIII. Technical Facilities and Connections

1. To the extent the hotel obtains technical and other facilities or equipment from third parties for the customer at the customer's request, it does so in the name of, with power of attorney and on the account of the customer. The customer is responsible for the careful handling and proper return of the equipment. The customer shall indemnify the hotel from all third-party claims arising from the provision of the facilities or equipment.
2. Written consent is required for using the customer's electrical systems on the hotel's electrical circuit. The customer shall be liable for malfunctions of or damage to the hotel's technical facilities caused by using such equipment, to the extent that the hotel is not at fault. The hotel may charge a flat fee for electricity costs incurred through such usage.
3. The customer is entitled to use his own telephone, fax, and data transfer equipment with the hotel's consent. The hotel may charge a connection fee.
4. If suitable hotel equipment remains unused because the customer's own equipment is connected, a charge may be made for lost revenue.
5. Malfunctions of technical or other equipment provided by the hotel will be remedied immediately whenever possible. To the extent the hotel was not responsible for such malfunctions, payment may not be withheld or reduced.

### IX. Loss of or Damage to Property Brought In

1. Customer shall bear the risk of damage or loss for objects for exhibit or other items including personal property brought into the event rooms/hotel. The hotel assumes no liability for loss, destruction, or damage to or of such objects, also not for property damages, with the exception of cases of gross negligence or intent on the part of the hotel. Excepted here from are cases of damage caused as a result of injury to life, body or health. In addition, in all cases in which the safekeeping represents an obligation typical for a contract due to the circumstances of the individual case, release from this liability shall be prohibited.
2. Decorations brought in must conform to the fire protection technical requirements. The hotel is entitled to require official evidence thereof. Should such proof not be given, then the hotel shall be entitled to remove materials already brought in at the cost of the customer. Due to the possibility of damage, the hotel must be asked before objects are assembled or installed.
3. Objects for exhibit and other items must be removed immediately following the end of the event. If the customer fails to do so, the hotel may remove and store such at the customer's expense. If the objects remain in the room used for the event, the hotel may charge a reasonable compensation for use for the period that they remain there. The customer is free to prove that the above-mentioned claim was not created or not created in the amount claimed.

### X. Customer's Liability for Damage

1. Insofar as the customer is a business owner, it shall be liable for all damage to buildings or furnishings caused by participants in or visitors to the event, employees, other third parties associated with the customer and the company itself.
2. The hotel may require the customer to provide reasonable security (e.g., insurance, security deposits, sureties).

### XI. Final Provisions

1. Amendments or supplements to the contract, the application acceptance, or these General Terms and Conditions for Events should be made in writing. Unilateral amendments and supplements by the customer are invalid.
2. Place of performance and payment is the location of the hotel's registered office.
3. In the event of litigation, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions, including disputes regarding checks and bills of exchange. To the extent a party fulfils the requirement of the German Code of Civil Procedure, § 38, para. 2, and does not maintain a general domestic venue, the courts at the location of the hotel's registered office shall have exclusive jurisdiction.
4. The contract is governed by and construed in accordance with German law. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Should individual provisions of these General Terms and Conditions for Events be invalid or void, the validity of the remaining provisions shall remain unaffected thereby. Moreover, the statutory provisions apply.



## General Terms and Conditions for Hotel Accommodation Contracts

### I. Scope of Applicability

1. These Terms and Conditions govern contracts for the rental use of hotel rooms for lodging purposes, as well as all other goods and services rendered by the hotel for the customer.
2. The prior written consent of the hotel is required if rooms provided are to be sublet or rented to other parties or used other than for lodging purposes, whereby § 540, para. 1, sentence 2 German Civil Code is waived insofar as the customer is not a consumer.
3. The customer's general terms and conditions shall apply only if these are previously expressly agreed in writing.

### II. Conclusion of Contract, Parties, Liability, Statute of Limitations

1. The contract shall come into force upon the hotel's acceptance of the customer's application. At its discretion, the hotel may confirm the room reservation in writing.
2. The parties to the contract are the hotel and the customer. If a third party placed the order on behalf of the customer, then that party shall be liable vis-à-vis the hotel for all obligations arising from the hotel accommodation contract as joint and several debtor together with the customer, insofar as the hotel has a corresponding statement by the third party.
3. Any claims against the hotel shall generally be time-barred one year after the commencement of the general statute of limitations dependent upon knowledge of § 199, para. 1 German Civil Code. Damage claims shall be time-barred after five years, independent of knowledge. The reduction of the statute of limitation periods shall not apply for claims which are based on an intentional or grossly negligent breach of obligation by the hotel.

### III. Services, Prices, Payment, Set-Off

1. The hotel is obligated to keep the rooms reserved by the customer available and to render the agreed services.
2. The customer is obligated to pay the applicable or agreed hotel prices for rooms provided and for other services used. This shall also apply to the hotel's services and outlays to third parties caused by the customer.
3. The agreed prices include applicable value-added tax as required by law. If the period between conclusion and fulfillment of the contract exceeds four months and if the price generally charged by the hotel for such services increases, then the hotel may raise the contractually agreed price to a reasonable extent but not, however, by more than five percent.
4. Moreover, the hotel may change prices if the customer later wishes to make changes in the number of reserved rooms, the hotel's services, or the length of guests' stay, and the hotel consents to such changes.
5. Hotel invoices not showing a due date are payable and due in full within ten days of receipt. The hotel shall be entitled at any time to make accumulating accounts receivable payable and due and to demand payment without undue delay. With default of payment, the hotel shall be entitled to demand the respectively applicable statutory default interest in the amount of currently 8 percent or, with legal transactions with a consumer, in the amount of 5 percent above the base interest rate. The hotel reserves the right to prove greater damage.
6. The hotel is entitled to require a reasonable advance payment or security deposit upon conclusion of the contract or thereafter, observing the legal provisions for package tours. The amount of the advance payment and payment dates may be agreed in writing in the contract.
7. The customer may only set-off or reduce a claim by the hotel with a claim which is undisputed or decided with final, res judicata effect.

### IV. Repudiation by Customer (Cancellation, Annulment)/Failure to Use Hotel Services (No Show)

1. Cancellation by the customer of the contract concluded with the hotel requires the hotel's written consent. If such is not given, then the price agreed in the contract must be paid even if the customer does not avail himself of the contractual services. This shall not apply with the breach of obligation of the hotel to take into account the rights, objects of legal protection and interests of the customer, if holding to the contract is no longer reasonable or another statutory or contractual cancellation right exists.
2. To the extent the hotel and customer agreed in writing upon a date for a cost-free cancellation of the contract, the customer may cancel the contract up to that date without incurring payment or damage compensation claims by the hotel. The customer's right of cancellation shall expire if he does not exercise his cancellation right in writing vis-à-vis the hotel by the agreed date, insofar as no case pursuant to Nr. 1, sentence 3 *supra* exists.
3. If rooms are not used by the customer, the hotel must apply credit for the income from renting the rooms to other parties and also for saved expenses.
4. At its discretion, the hotel may demand the contractually agreed compensation and to make a flat-rate deduction for saved expenses. In this case, the customer is obligated to pay 80 percent of the contractually agreed rate for lodging with or without breakfast, 70 percent for room and half-board, and 60 percent for room and full-board arrangements. The customer is at liberty to show that the claim mentioned above was not created or not created in the amount demanded.

### V. Repudiation by Hotel

1. To the extent that a right of cost-free cancellation within a certain period was agreed in writing for the customer, the hotel is entitled for its part to cancel the contract during that period if there are inquiries

from other customers regarding the contractually reserved rooms and the customer does not waive his right of rescission upon inquiry thereof by the hotel.

2. If an agreed advance payment or an advance payment demanded pursuant to Item III, Nr. 6 *supra* is not made even after a reasonable grace period set by the hotel has expired, then the hotel is likewise entitled to cancel the contract.
3. Moreover, the hotel is entitled to effect extraordinary cancellation of the contract for a materially justifiable cause, e.g. if
  - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
  - rooms are reserved with misleading or false information regarding material facts, such as the identity of the customer or the purpose;
  - the hotel has justified cause to believe that use of the hotel's services might jeopardize the smooth operation of the hotel, its security or public reputation, without being attributable to the hotel's sphere of control or organization;
  - there is a breach of the item I. Nr. 2 *supra*.
4. The customer can derive no right to compensation from justified cancellation by the hotel.

### VI. Room Availability, Delivery and Return

1. The customer does not acquire the right to be provided specific rooms.
2. Reserved rooms are available to the customer starting at 3:00 p.m. on the agreed arrival date. The customer does not have the right to earlier availability.
3. Rooms must be vacated and made available to the hotel no later than 11:00 noon on the agreed departure date. After that time, on the grounds of the delayed vacating of the room for use exceeding the contractual time, the hotel may charge 70 € until 6:00 p.m. (after 6:00 p.m.: 100 percent of list price). The customer is at liberty to show the hotel that it incurred no or much lesser claim to use damages.

### VII. Liability of the Hotel

1. The hotel is liable to exercise the duty of care of an ordinary merchant with the performance of its obligations arising from the contract. Claims of the customer for reimbursement of damages are precluded except for such which result from injury to life, body or health and the hotel is responsible for the breach of the obligation, other damage which is caused from an intentional or grossly negligent breach of obligation and damage which is caused from an intentional or negligent breach of obligations of the hotel which are typical for the contract. A breach of obligation of the hotel is deemed to be the equivalent to a breach of a statutory representative or employee. Should disruptions or defects in the performance of the hotel occur, the hotel shall act to remedy such upon knowledge thereof or upon objection without undue delay by the customer. The customer shall be obliged to undertake actions reasonable for him to eliminate the disruption and to keep any possible damage at a minimum.
2. The hotel is liable to the customer for property brought in to the hotel in accordance with the statutory provisions, i.e., up to one hundred times the room rate, not to exceed € 3,500 and up to € 800. Cash, securities and valuables can be stored in the hotel safe. The hotel recommends that guests utilize this possibility. Liability claims expire unless the customer notifies the hotel immediately after gaining knowledge of the loss, destruction, or damage (§ 703 German Civil Code). With regard to more extensive liability of the hotel, Nr. 1, sentences 2 to 4 *supra* shall apply respectively.
3. Insofar as a parking space is provided to the customer in the hotel garage or a hotel parking lot, this does not constitute a safekeeping agreement, even if a fee is exchanged. The hotel assumes no liability for loss of or damage to motor vehicles parked or manoeuvred on the hotel's property, nor the contents thereof, excepting cases of intent or gross negligence. Nr. 1, sentences 2 to 4 *supra* shall apply respectively.
4. Wake-up calls are carried out by the hotel with the greatest possible diligence. Messages, mails and merchandise deliveries for guests are handled with care. The hotel will deliver, hold and for a fee forward such items (on request). Nr. 1, sentences 2 to 4 *supra* shall apply respectively.

### VIII. Final Provisions

1. Amendments and supplements to the contract, the acceptance of applications, or these General Terms and Conditions for Hotel Accommodation should be made in writing. Unilateral amendments and supplements by the customer are not valid.
2. Place of performance and payment is the location of the hotel's registered office.
3. In the event of dispute, including disputes for checks and bills of exchange, the courts at the location of the hotel's registered office shall have exclusive jurisdiction for commercial transactions. Insofar as a contracting party fulfils the requirements of § 38, para. 2 of the German Code of Civil Procedure and does not have a general venue within the country, the courts at the location of the hotel's registered office shall have jurisdiction.
4. The contract is governed by and shall be construed in accordance with the laws of the Federal Republic of Germany. The application of the UN Convention on the International Sale of Goods and the conflict of laws are precluded.
5. Should individual provisions of these General Terms and Conditions for Hotel Accommodation be or become invalid or void, the validity of the remain provisions shall remain unaffected thereby. The statutory provisions shall also be applicable.