

General Terms and Conditions for Events

1 SCOPE

1.1 These General Terms and Conditions apply to the rental of conference, banquet and event rooms at the Hotel for events such as banquets, seminars, conferences, expositions and presentations and to any other Hotel services and supplies for the Client in this context.

1.2 The Hotel's previous approval in writing is required for sub-renting hotel rooms, spaces or glass cabinets and for invitations to job interviews, selling or similar events , whereby sec. 540 para. 1 sent. 2 of the German Civil Code (*BGB [Bürgerliches Gesetzbuch]*) is hereby waived, unless the Client is no consumer.

1.3 The Client's general terms and conditions only apply if this was previously agreed upon in text form.

2 CONTRACT CONCLUSION/PARTNERS, LIABILITY, LIMITATIONS

2.1 The Contract is concluded by the Hotel accepting the Client's application; the Hotel and the Client are contract partners. The Hotel may confirm bookings in text form.

2.2 If the client/orderer is not the event organiser and/or if the event organiser employs commercial agents or third-party organisers, the event organiser and the Client are jointly and severally liable for any contractual duties if the event organiser submits a declaration to the Hotel.

2.3 The Hotel is liable for their contractual duties. The Client has no claims for damages; however, this excludes damage resulting from injuries to life, limb or health if the Hotel is responsible for such violation of duties, any other damage based on the Hotel's intentional or grossly negligent violation of duties and any damage based on intentional or grossly negligent violations of the Hotel's duties typical of such contract. Violations of the Hotel's representatives or vicarious agents are deemed violations of the Hotel. In the case of Hotel services disruptions or defects, the Hotel will take efforts to remove them once this comes to the Hotel's attention or once the Client notifies it thereof. The Client must reasonably cooperate to remove disruptions and to minimise damage resulting from this. Apart from that, the Client must timely notify the Hotel of the possibility that extraordinarily large damage is caused.

2.4 Claims against the Hotel generally becoming time-barred one year from the legal beginning of the limitation period. Irrespective of the time of notification, claims for damages become time-barred after five years, unless based on injuries to life, limb, health or freedom. These claims become time-barred after ten years, independent of the time of notification. Limitation period reductions do not apply to claims based on the Hotel's intentional or grossly negligent violations of duties.

3 SERVICES, PRICES, PAYMENT, OFFSETTING

3.1 The Hotel must render the services which the Client booked and which the Hotel confirmed.

3.2 The Client must pay the Hotel's contractual/valid prices for these and other services which they use. This also applies any services and advance payments of the Hotel to third parties requested by the Client, particularly for claims from copyrights collecting societies. Contractual prices include valid value-added tax.

3.3 Hotel invoices showing no due date must be fully paid within ten (10) days from receiving the invoice. The Hotel may request the Client at any time to immediately effect any outstanding payments. In the event of arrears, the Hotel may request legal default interest of currently 9% and/or, for legal transactions with consumers, of 5% above the base lending rate; the Hotel may also produce evidence showing additional damage.

3.4 Upon contract conclusion, the Hotel may request reasonable advance payments or collaterals from the Client, such as credit card guarantees, partial payments or similar. The amount and time of advance payments may be contractually agreed upon in text form.

3.5 In certain cases, such as the Client being in arrears or the scope being extended, the Hotel may, also following contract conclusion until the time of the event, request advance payments or collaterals in terms of sec. 4 above or increase contractual advance payments or collaterals up to the full contract price.

3.6 The Client has a right to offset the Hotel's claims only against their undisputed or legally effective claims.

4 WITHDRAWAL BY THE CLIENT (CANCELLATION)

4.1 The Client's withdrawal from contracts concluded with the Hotel requires the Hotel's consent in text form. If this is not given, the Client must pay the contractual rent and services requested from third parties even if they do not use such services and if the rooms cannot be rented otherwise.

4.2 If the Hotel and the Client in text form agreed upon a deadline for free withdrawal from the contract, the Client may withdraw until that moment without establishing any payment/compensation claims for the Hotel. The Client's right to withdrawal lapses if they fail to exercise this right during the contractual deadline in text form.

4.3 If the Client withdraws from the contract 6-4 weeks prior to the event, the Hotel may charge, in addition to the contractual rent, 35% of their loss of earnings from meals or 70% thereof if the Client withdraws even later.

4.5 Turnover from meals is calculated as follows: contract menu price x number of participants. If menu prices had not yet been agreed upon, the cheapest three-course menu on offer at that time is taken as a basis.

4.6 If the Parties agreed upon conference lump sums per participant, the Hotel may, if the Client withdraws 6-4 weeks prior to the event, charge 60% or, if they withdraw even later, 85% of the total of conference lump sums x contractual number of participants.

4.7 The deduction of saved expenses is considered under para. 3 to 5. The Client may produce evidence showing that the above claim was established not at all or not to the requested amount.

5 WITHDRAWAL BY THE HOTEL

5.1 If it was agreed in text form that the Client may freely withdraw from the contract within a given period, the Hotel may, during that period, withdraw from the contract if they receive event room bookings from other clients and if the Client, following a query from the Hotel, fails to waive their right to withdrawal.

5.2 If the Client fails to provide advance payments or collaterals agreed or requested in terms of sec. 3 para. 4 and/or 5 above after a reasonable grace period granted by the Hotel, the Hotel may also withdraw from the contract.

5.3 The Hotel may withdraw from the contract for legitimate reasons in the following cases:

- force majeure events or other circumstances beyond the Hotel's control making contract fulfilment impossible;
- events or rooms being booked by providing misleading or false information which is significant, such as the Client's identity or the purpose of the event;
- the Hotel having reason to believe that the event impacts on smooth business operations, the safety and the Hotel's reputation without this being within the Hotel's control;
- the purpose and/or the reason of the event being illegal; or
- a violation of sec. 1 para. 2 above.

5.4 Legitimate contract withdrawal by the Hotel does not establish any claims for damages for the Client.

6 CHANGES TO THE NUMBER OF PARTICIPANTS/TIME OF THE EVENT

6.1 Changes to the number of participants must be communicated to the Hotel not later than five (5) working days prior to the event and they require the Hotel's consent in text form.

6.2 In the event of upwards deviations, the actual number of participants will be charged.

6.3 If the number of participants deviates by more than 10%, the Hotel may establish new prices and change confirmed rooms, unless this is not acceptable for the Client.

6.4 If the beginning and end of the event undergo any changes and if the Hotel agrees to this, the Hotel may reasonably charge such extra services, unless the Hotel is responsible for such changes.

7 BRINGING PRIVATE FOOD AND BEVERAGES

The Client is generally prohibited from bringing private food and beverages to the events; exceptions require the Hotel's consent in text form. In these cases, the Hotel will charge an amount to cover overhead costs.

8 TECHNICAL SYSTEMS AND CONNECTIONS

8.1 If the Hotel, at the Client's request, procures technical and other systems from third parties, they act in the name, on behalf and on account of the Client. The Client is liable for careful treatment and ordinary return and they hold the Hotel harmless against third-party claims resulting from providing these systems.

8.2 The use of the Client's own electric equipment and connection to the Hotel's grid require the latter's consent in text form. Costs resulting from disruptions of or damage to the Hotel's technical systems due to such equipment being used must be borne by the Client, unless the Hotel is liable for this. The Hotel may charge lump-sum electricity costs for using the equipment.

8.3 Subject to the Hotel's consent, the Client may use their own telephone, fax and data transmission equipment for which the Hotel may request connection charges.

8.4 If the connection of the Client's equipment results in Hotel equipment not being used, the Hotel may charge non-use compensation.

8.5 Any disruptions with technical or other systems provided by the Hotel will be immediately removed, if possible. Payments may not be withheld or reduced to the extent the Hotel is not responsible for these disruptions.

9 LOSS OF OR DAMAGE TO OBJECTS BROUGHT ALONG

9.1 Exhibits or any other, including personal, objects which the Client brings along will be at the event rooms and/or the hotel property at the Client's risk. The Hotel does not assume liability for any loss, destruction or damage, not even for any property damage, except for cases of gross negligence or intention of the Hotel. This does not include damage resulting from injuries to life, limb or health. Cases where the storage is a typical contract duty considering the individual circumstances are also excluded from the exclusion of liability.

9.2 Brought decoration materials must fulfil fire protection requirements in relation to which the Hotel may request authority evidence to be produced. If the Client fails to do so, the Hotel may remove the Client's materials at the Client's expense. Due to possible damage, setting up and attaching objects must be previously agreed upon with the Hotel.

9.3 Any exhibits and other objects which the Client brings along must be immediately removed after the event. Should the Client fail to do so, the Hotel may remove and store such objects at the Client's expense. If the objects remain at the event room, the Hotel may charge reasonable usage fees for as long as they are not removed. The Client may produce evidence showing that the above claim was established not at all or not to the requested amount.

10 THE CLIENT'S LIABILITY FOR DAMAGE

10.1 To the extent the Client is an entrepreneur, they are liable for damage to the building or the fixtures which they themselves, event participants/visitors, employees or other third parties related to them cause.

10.2 The Hotel may request the Client to provide reasonable collaterals (such as insurance contracts, security deposits and suretyships).

11 FINAL PROVISIONS

11.1 Amendments of and supplements to the contract, contract acceptance and these General Terms and Conditions must be made in text form; unilateral amendments and supplements by the Client are invalid.

11.2 The place of fulfilment and payment is the Hotel's registered office.

11.3 The exclusive venue – also for cheque and draft disputes – concerning commercial transactions is the Hotel's registered office. Should the Client fulfil the requirements of sec. 38 para. 2 of the German Code of Civil Procedure (*ZPO* [*Zivilprozessordnung*]) and have no venue in Germany, the Hotel's registered office is the venue.

11.4 German law applies; the CISG and international private law provisions are hereby excluded.

11.5 If individual provisions of these General Terms and Conditions for Events are or become ineffective or void, this does not affect the validity of the remaining provisions; the legal provisions apply to any other matter.