

I Scope of Application

- These General Terms and Conditions shall apply to rental contracts for conference, banquets, parties, events, rooms of Hotel for banquets, seminars, meetings, expositions, presentations and other events and for any related services and supplies for Customer.
- Hotel's prior written approval shall be required for sub-letting any rented rooms, invitations to interviews, selling or similar events; sec. 540 para. 1 sent. 2 BGB [German Civil Code] shall be waived, unless Customer is a consumer.
- Customer's general terms and conditions shall only apply if this was previously expressly agreed upon in writing.
- Any kind of publication referring to the venue must be timely submitted to Hotel for notification purposes; approval from Hotel shall be required.
- Apart from that, additional conditions determined upon contract conclusion shall apply.

II Contract Conclusion/Partner, Liability, Time Limit

- A contract shall be concluded once Hotel accepts Customer's application; those parties shall be Contractual Partners.
- If the customer/applicant is not the event organiser and/or if the event organiser employs a commercial broker or organiser, the event organiser shall be jointly and severally liable together with Customer for any and all contractual duties to the extent that Hotel received a declaration from the event organiser in this regard.
- Hotel shall be liable for their contractual duties with such level of care which prudent businesspersons would apply. Customer's claims for damages shall be excluded. However, this shall not apply to damage resulting from injuries to life, limb or health for which Hotel is responsible, other damage based on Hotel's intentional or grossly negligent violation of duties and any damage based on Hotel's intentional or negligent violation of typical contractual duties. The representatives' or vicarious agents' violations of duties shall be deemed Hotel's violations. Should Hotel's services be disrupted or defective, Hotel shall immediately remedy once they became aware of this or once Customer notified Hotel of any defects. Customer must take reasonable efforts to remove any disruptions or to keep any damage as small as possible. Apart from that, Customer must timely inform Hotel about the possible creation of extraordinarily large damage.
- Any claims against Hotel shall generally become time-barred one year from the statutory period of limitation; claims for damages shall become time-barred after five years, regardless of knowledge. Abbreviated periods of limitation shall not apply to claims which are based on Hotel's intentional or grossly negligent violations of duties.
- Customer must, without solicitation and not later than at contract commencement, inform Hotel about whether or not any events, for political, religious or other reasons, may pose a threat to smooth business operations, security or the reputation of Hotel.
- Notifications, letters and deliveries for Customer shall be treated with care, whereby Hotel shall be in charge of delivery, storage and, upon request and against payment, forwarding.
- If Customer is provided with a parking space at the hotel garage or car park, also for money, the vehicle shall not be considered to be stored by Hotel. Hotel is not obligated to surveillance and not liable for the theft of and damage to vehicles parked on the hotel property or for their contents.

III Services, Prices, Payments, Offsets

- Hotel must render any services ordered by Customer and promised by Hotel.
- Customer has no claim for the provision of certain rooms. If they were promised certain rooms under an order confirmation and/or a hotel accommodation contract which then turn out not to be available, Hotel is obligated to provide for equivalent replacement at their hotel or at other comparable buildings.
- The breakfast lump sum indicated in the accommodation invoice includes, in addition to breakfast, pro rata shares in the below services which hotel guests are able to use without additional payments: sauna and fitness room usage, car park usage (except for the underground car park), E-car loading station usage on the hotel property and hotel Wi-Fi usage. These charges will also apply if hotel guests do not use these services for any reasons whatsoever.
- Hotel may subject their approval of a subsequent reduction of rented rooms, Hotel services or the accommodation period for guests requested by them to price increases for rooms and/or any other Hotel services. Hotel's invoices not showing a due date must be paid within ten days from receipt with no deductions. Hotel may request Customer to immediately pay any outstanding amounts. Should Customer be in arrears, Hotel may request statutory default interest. Hotel may produce evidence showing more extensive damage. Collection-related costs must be borne by Customer.
- Upon contract conclusion, Hotel may request from Customer reasonable advance payments or collaterals in the form of credit card guarantees or similar. The amount of such advance payments and the due dates may be contractually agreed upon in writing; contractual advance payments can not be reimbursed. Should Hotel, in the case of cancellation, be able to rent their bedrooms and function rooms at the same price, any advance payments shall be refunded. If the bedrooms and function rooms can not be sold at the same price, Customer must pay the difference.
- In justified cases, e.g. Customer's arrears or extensions of the contractual scope, Hotel may request advance payments or collaterals in terms of para. 4 above or an increase in contractual advance payments or collaterals until complete payment, even after contract conclusion and prior to event beginning.
- Customer may only offset their undisputed or legally determined claims against any claims from Hotel, reduce them this way and/or exercise a right of retention.
- If Hotel, after contract conclusion, becomes aware of circumstances which, according to Hotel, interfere with Customer's credit standing, Hotel may cancel the contract or provide any services only against advance payments or collaterals.

IV Withdrawal by Customer (Cancellation/Reversal)

- Hotel's written approval shall be required for Customer's withdrawal from any contract concluded with Hotel. If not so, Customer must in each case pay the contractual room rent and services provided by Hotel. If Customer wishes to use any contractual services and if subletting is impossible, this shall not apply to Hotel's violations of duties concerning

Customer's legally protected rights, goods and interests if Customer can not be expected to continue such contract or if they are entitled to any other statutory or contractual right to withdrawal.

- If Hotel and Customer agreed upon a date for free-of-charge withdrawal in writing, Customer may withdraw by that date, without this leading to payments to or damages claims for Hotel. Customer's right to withdrawal shall cease to exist if they failed to exercise this right towards Hotel in writing by the day agreed upon, unless Customer withdraws in terms of sec. IV para. 1 sent. 3.
- Should Customer withdraw after contract conclusion and/or the contractual free-of-charge withdrawal period, Hotel may, in addition to contractual room rents and third-party services costs, charge up to 90% of the loss of earnings from meals.
- Calculation of earnings from meals shall be based on the following: menu/buffet prices plus drinks x number of participants. If the menu price still had to be agreed, the regular half-board buffet/menu is taken as a basis. Drinks shall be charged at one third of the menu price.
- Should the Parties agree upon meeting lump sums per participant, Hotel may, if Customer withdraws after contract conclusion and/or the end of the free-of-charge withdrawal period, charge up to 90% of the meeting lump sum multiplied by the number of participants.
- A deduction of saved expenses is considered under para. 3 through 5. Customer may produce evidence showing that the above claim exists not at all or that it is smaller than the requested amount.

V Withdrawal by Hotel

- If the Parties agreed in writing that Customer may withdraw from a contract on a free-of-charge basis during a given period of time, Hotel may withdraw from a contract during that period if they receive enquiries from other customers for the contractual function rooms and if Customer, after Hotel's query, does not waive their right to withdrawal.
- If Customer fails to make any contractual advance payments or to provide collaterals requested in terms of sec. III para. 5 and/or 5 after a grace period granted by Hotel, Hotel shall also be entitled to withdraw from the contract.
- Also, Hotel may extraordinarily cancel the contract for factually justified reasons, such as if
 - force majeure or any other reasons beyond Hotel's control make contract fulfillment impossible;
 - events were booked by indicating misleading or wrong facts, including, without limitation, those concerning Customer or the reason for their stay;
 - there is justified reason for Hotel to believe that any events pose a threat to smooth business operations, security or Hotel's reputation without Hotel having any influence on this; or
 - a violation of sec. I para. 2 above exists.
- In the event of Hotel's justified withdrawal, Customer shall have no claim for damages. Should Hotel have any claims for damages against Customer due to withdrawal in terms of para. 2 or 3 above, Hotel may request a lump sum in this regard; sec. IV para. 3 through 6 shall apply accordingly.
- Hotel may also withdraw if they become aware of circumstances according to which the contractual partner's financial situation considerably deteriorated, in particular if Customer fails to pay outstanding claims to Hotel or to provide sufficient collaterals with the effect of Hotel's claims for payment being at risk. This shall particularly apply if:
 - the Customer applied for insolvency proceedings, instituted extra-judicial debt settlement proceedings or suspended their payments; or
 - insolvency proceedings are instituted or rejected due to a lack of funds or any other reasons.

VI Changes of the Number of Participants/Event Times

- Changes of the number of participants by more than 5% must be communicated to Hotel not later than 10 working days prior to the event; Hotel's written approval shall be required. Any additional deviations shall be charged to Customer.
- Reductions of the number of participants by Customer by 10% at the most communicated to Hotel not later than 10 working days prior to the event shall be accepted by Hotel for invoicing purposes. In the case of additional deviations, the original contractual number of participants minus 5% shall be taken as a basis. Customer shall have the right, subject to evidence production, to reduce the contractual price by any expenses saved due to smaller numbers of participants. In this regard, Customer's savings due to the 5% tolerance must be considered.
- In the event of upward deviations, the actual number of participants shall be charged. Should the number of participants be exceeded by more than 5%, it is possible that the requested meal order can not be served, unless Hotel agreed to these changes.
- If the number of participants deviates by more than 10%, Hotel shall be entitled to newly establish contract prices and to change room confirmations, unless this is unreasonable for Customer.
- Should the contractual event beginning and end be changed and should Hotel agree to this, Hotel may charge these additional service times, unless Hotel is responsible for this. In the case where the end of the event is postponed and where Hotel must accommodate any guests in other hotels due to such postponement, Customer shall bear any related costs; additional claims for damages for Hotel shall not be affected by this.
- For events ending later than 11.00 p.m., Hotel may, if not agreed otherwise, charge the relevant costs based on separate receipts. Also, Hotel may charge any travel expenses for employees based on separate receipts if they incur additional costs for travelling home after the end of the event.

VII Bringing Food and Beverages

- Customer shall generally be prohibited from bringing their own food and beverages at events. Exceptions require a written agreement with Hotel in which case an amount for covering overheads shall be calculated. In the event of violations, Hotel may request lump-sum compensation for each participant covering the relevant loss of earnings which Hotel would have generated by rendering this service. Hotel shall not be liable for any health damage resulting from food or beverages which guests brought along.

VIII Technical Equipment and Connections

- To the extent that Hotel procures technical equipment on behalf of Customer's request, they shall act in the name, on account and as a representative of Customer. Customer shall be liable for careful handling and return in an ordinary state; they shall hold Hotel harmless against third-party claims from providing this equipment.
- The employment of Customer's own electric systems by using Hotel's mains shall require Hotel's approval. Any costs for disruptions of or damage to Hotel's technical equipment caused by such usage shall be borne by Customer, unless Hotel is responsible for this. If applicable, Hotel may calculate and charge electricity costs resulting from the above usage.
- Upon Hotel's approval, Customer may use their own telephone, fax and data transfer equipment. Hotel may charge connection fees for this.
- If usage of Customer's own equipment results in Hotel's equipment not being used, they may charge a compensation fee.
- Disruptions with technical or other equipment provided by Hotel shall be immediately removed, if possible. Payment may not be suspended or reduced to the extent that such disruptions are beyond Hotel's control.
- Authority licences required for the event, conditions and approvals must be obtained by Customer at their own cost on time. They shall also be liable for complying with public-law instructions and other regulations, noise protection provisions and youth protection provisions, such as GEMA fee payments.

IX Hotel's Liability

- Exposition or other, personal items brought along shall be at the venue and/or the hotel building at Customer's own risk. Hotel shall not be liable for any losses, damage or any other property damage, except for cases of gross negligence or intention of Hotel. However, this shall not apply to damage resulting from injuries to life, limb or health. Additionally, all cases where storage, due to the individual circumstances, represents a contractual duty shall also be excluded from liability indemnification. Apart from the cases under sent. 4, storage contracts require express agreements.
- Declaration materials brought along must fulfil fire protection requirements and Hotel may request the production of official evidence. If no evidence is produced, Hotel may remove any materials which had already been installed at Customer's expense. Considering possible damage, the establishment and fixing of items must be agreed upon with Hotel first.
- Exposition and other items brought along must be removed immediately at the end of the event. If Customer fails to do so, Hotel may remove and store the materials at Customer's expense. Should any items remain at the venue, Hotel may charge reasonable compensation for the usage term. Customer may produce evidence showing that the above claim exists not at all or that it is smaller than the requested amount.
- Other remaining items from event participants shall only be forwarded upon the relevant participant's request, at their risk and their expense. Hotel shall store the items for three months; after that, they shall be handed over to the local lost-and-found office if they clearly have a value. Storage costs must be borne by Customer. Unless the items have a clear value, Hotel reserves the right, at the end of the term, to destroy them at Customer's expense.
- Hotel's liability towards Customer for items brought along shall be, in terms of the German Civil Code (sec. 702), limited to EUR 3,500.00. Liability shall be excluded if bedrooms, meeting rooms and containers in which guests store their items remain unlocked. In terms of the BGB, liability for storage of money and goods of value in the hotel safe shall be limited to the amount of EUR 800.00; apart from that, sec. 701 et seq. BGB shall particularly apply.
- Customer must dispose of any packaging materials supplied by them or third parties for the event prior to or after the event. Should Customer leave any packaging materials at the hotel, Hotel may dispose them at Customer's expense.

X Customer's Liability for Damage

- If Customer is an entrepreneur, they shall be liable for building and equipment damage caused by event participants and/or visitors, employees, other third parties related to them or by themselves.
- Hotel may request Customer to provide reasonable collaterals (such as insurances, deposits and suretieships).

XI Final Provisions

- Event contract, order acceptance or General Terms and Conditions amendments and supplements must be made in writing; unilateral amendments and supplements by Customer shall be invalid.
- The place of payments and fulfilment shall be Hotel's registered office.
- The exclusive venue, also for cheque and draft disputes, shall be Hotel's commercial-law registered office for transactions. If any contractual partner fulfils the requirements under sec. 38 para. 2 ZPO [German Code of Civil Procedure] and has no venue in Germany, Hotel's commercial-law registered office shall be the venue.
- German law shall apply; CISG provisions and conflict of laws shall be excluded.
- Should individual provisions under these General Terms and Conditions for the Hotel Accommodation Contract be ineffective or invalid, this shall not affect validity of the remaining provisions; apart from that, statutory provisions shall apply.