

## General Terms and Conditions for Event Contracts

### I. Scope of application

1. These Terms and Conditions shall apply to the temporary provision of conference, banquet and event rooms of the hotel for the purpose of holding events such as conferences, banquets, seminars, meetings and other events ("events") as well as to all further services and supplies of the hotel in connection therewith, in particular board of any kind for the participants ("participants") and room bookings made in connection with such events (all together "services").
2. Deviating provisions, including those contained in the General Terms and Conditions of the contracting party, shall not apply unless expressly recognised by the hotel in text form. These terms and conditions shall apply to all services and deliveries provided by the hotel to the contracting party and to the participants.
3. The hotel's General Terms and Conditions for Room Bookings apply additionally to possible room bookings.

### II. Conclusion of the contract, parties to the contract

1. The event contract (hereinafter referred to as "contract") shall be concluded by the contracting party's acceptance of the offer submitted by the hotel. Unless otherwise agreed, the contractually agreed amount shall be calculated on the basis of the booked services and the expected number of participants and overnight stays.
2. If a customer concludes the contract in the name of a third party, it is not the customer but the third party who becomes the contracting party of the hotel (the respective contracting party also referred to as the "contracting party" or "organiser"); the customer shall specifically notify the hotel of this in good time prior to the conclusion of the contract and inform the hotel of the name and address of the actual contracting party.
3. If the customer concludes the contract recognisably in the name of the third party and/or if the third party has commissioned a commercial intermediary or organiser for the contractual processing, the customer, the intermediary and/or the organiser shall be jointly and severally liable with the third party who becomes the contracting party for all obligations arising from the contract, insofar as the hotel has received corresponding declarations from the customer, the intermediary or the organiser, unless the hotel releases the and/or the third party from the joint and several liability. Irrespective of this, the customer is obliged to pass on to the third party all information relevant to the booking, in particular these General Terms and Conditions.
4. The sub- or re-letting of the rooms, areas or showcases provided as well as invitations to job interviews, sales or similar events require the prior consent of the hotel in text form.

### III Liability for participants

The contracting party shall be liable to the hotel for the payment of all services used by the participants, in particular for ordered food and beverages, accommodation costs, as well as other costs, damages and expenses caused by the event participants. This shall also apply if the hotel agrees to issue invoices directly to participants and/or to demand payment directly from the participants.

### IV. Services, prices, payment, set-off

1. The hotel is obliged to provide the ordered and promised services in accordance with these General Terms and Conditions,

supplemented by the General Terms and Conditions for Room Bookings pursuant to clause I para. 3.

2. The contracting party shall be obliged to pay the hotel's agreed or applicable prices for the services. This shall also apply to services and expenses of the hotel in connection with the event and arranged by the contracting party towards third parties, in particular also to claims of copyright collecting societies.
3. The agreed prices include the respective applicable statutory value added tax.
4. If the period between conclusion and performance of the contract exceeds four months and if the statutory value added tax and/or state and/or local duties ("taxes") change after conclusion of the contract, the hotel reserves the right to adjust the agreed prices by the amount by which the applicable taxes have increased.
5. Invoices of the hotel are due for payment immediately upon receipt without deduction. The hotel may demand immediate payment of due receivables from the contracting party at any time. The contracting party shall be in default at the latest if it fails to make payment within 30 days of the due date and receipt of an invoice. The hotel may charge a reminder fee of € 5.00 for each reminder after default has occurred.
6. The hotel is entitled to demand a reasonable advance payment and/or security deposit from the contracting party upon conclusion of the contract in a form to be determined by the hotel (e.g. credit card guarantee, deposit and/or advance payment). The amount of the advance payment and the payment dates may be agreed in the contract.
7. In justified cases, e.g. payment arrears on the part of the customer or extension of the scope of the contract, the hotel shall be entitled, even after conclusion of the contract until the start of the event, to demand an advance payment and/or security deposit within the meaning of the above para. 6 or an increase in the advance payment and/or security deposit agreed in the contract up to the full agreed remuneration.
8. The contracting party may only set-off an acknowledged, undisputed or legally established claim against a claim of the hotel.

### V. Rescission by the guest, cancellation

1. The hotel grants the contracting party a right of rescission (also in the sense of termination) at any time from the hotel's services ordered by the contracting party or by third parties for the contracting party. The following conditions apply to this:
  - a. In the event that the contracting party rescinds the contract, reservation or order, the hotel shall be entitled to reasonable compensation.
  - b. The hotel has the option of claiming compensation from the contracting party in the form of a compensation lump sum instead of a concretely calculated compensation. In the event of cancellation up to 60 days before the event, the lump sum compensation shall amount to 50% of the contractually agreed amount for the services. In the event of cancellation less than 60 days before the event, the lump sum compensation shall

amount to 80% of the contractually agreed amount for the services. Insofar as food and beverages had been agreed but no price had been agreed for them, the lump sum shall be based on the most inexpensive 3-course menu of the respective valid event offer multiplied by the number of participants offered. The contracting party shall be at liberty to prove that the hotel has not incurred any loss or that the loss incurred by the hotel is lower than the compensation lump sum demanded.

c. If the hotel calculates the compensation in concrete terms, the amount of compensation shall not exceed the contractually agreed price for the service to be provided by the hotel less the value of the expenses saved by the hotel as well as what the hotel acquires through other uses of the services.

2. The preceding provisions on compensation shall apply accordingly if the contracting party does not make use of the booked services without notifying the hotel in good time.
3. If the hotel has granted the contracting party an option to rescind the contract within a certain period of time without further legal consequences, the hotel shall have no claim to compensation. Decisive for the timeliness of the declaration of rescission is its receipt by the hotel. The contracting party must declare the rescission in text form.

## VI. Rescission by the hotel

1. Insofar as the contracting party has been granted a right of rescission free of charge pursuant to clause V para. 3, the hotel shall also be entitled to rescind the contract within the agreed period if there are enquiries from other guests and/or customers regarding the booked rooms and function rooms and the contracting party does not waive its right of rescission free of charge pursuant to clause V para. 3 upon inquiry by the hotel.
2. If an agreed advance payment or security deposit, or one demanded pursuant to clause IV para. 6 and/or para. 7, is not made even after expiry of a reasonable grace period set by the hotel, the hotel shall also be entitled to rescind the contract.
3. Furthermore, the hotel shall be entitled to rescind the contract for good cause, in particular if
  - force majeure or other circumstances for which the hotel is not responsible make it impossible to fulfil the contract;
  - events are booked under misleading or false statements of material facts, e.g. the organiser or purpose;
  - the hotel has reasonable grounds to assume that the event may jeopardise the smooth operation of the business, the safety or the reputation of the hotel in public without this being attributable to the hotel's sphere of control or organisation;
  - there is an unauthorised sub- or re-letting within the meaning of clause II para. 4;
  - a case of number VII para. 4 exists;
  - the hotel becomes aware of circumstances that the financial circumstances of the contracting party have deteriorated significantly after conclusion of the contract, in particular if the guest does not settle due claims of the hotel or does not provide sufficient security and therefore payment claims of the hotel appear to be at risk;
  - the contracting party has filed an application for the opening of insolvency proceedings against its assets, has submitted an affidavit pursuant to sec. 807 of the German Code of Civil Procedure (Zivilprozessordnung - ZPO), has initiated extrajudicial proceedings for the settlement of debts or has suspended its payments;

- insolvency proceedings are opened against the assets of the contracting party or the opening of such proceedings is rejected for lack of assets.
4. The hotel shall notify the contracting party of the exercise of the right of rescission in text form without delay.
  5. In the aforementioned cases of rescission, the contracting party shall not be entitled to claim damages.

## VII. Arrival and departure of participants (provision of rooms)

1. The contracting party shall not acquire any claim to the provision of specific rooms in the hotel unless the hotel has confirmed the provision of specific rooms in text form.
2. Booked rooms shall be available to the contracting party for the participants from 3.00 p.m. on the agreed day of arrival. The contracting party shall not be entitled to earlier availability unless it has agreed this with the hotel in text form.
3. Booked rooms are to be claimed by the contracting party or the participants concerned by 6.00 p.m. at the latest on the agreed day of arrival. Unless a later arrival time has been expressly agreed, the hotel shall have the right to assign booked rooms to other parties after 6 p.m. without the contracting party and/or the participants being able to derive any claims for compensation from this. In this respect, the hotel has a right of rescission.
4. On the agreed day of departure, the rooms must be vacated and made available to the hotel by 12.00 p.m. at the latest. Thereafter, the hotel may charge the daily room rate for the additional use of the room until 6.00 p.m., and 100% of the full valid accommodation rate after 6.00 p.m., in addition to the damage incurred as a result. The contracting party shall be at liberty to prove to the hotel that the hotel has incurred no damage or significantly lower damage.
5. The "General Terms and Conditions for the Hotel Accommodation Contract" shall apply in addition to the provision of accommodation services.

## VIII. Changes in the number of participants and the event time

1. The contracting party is obliged to inform the hotel of the expected number of participants when placing the order. This is binding. The final number of participants must be communicated to the hotel in text form no later than four working days before the event date and confirmed by the hotel in order to ensure careful preparation. A change in the number of participants by more or less than 5% is possible but requires the consent of the hotel.
2. When charging for services which the hotel provides according to the number of registered persons (such as hotel rooms, food and beverages), the actual number of persons shall be charged in the event of an increase in the registered and contractually agreed number of participants. In the event of a reduction in the contractually agreed number of participants by more than 5%, the hotel shall be entitled to invoice the number of participants contractually stated at the time of conclusion of the contract less 5%.
3. In the event of a reduction in the number of participants by more than 10%, the hotel shall be entitled to increase the agreed prices appropriately and to exchange the confirmed rooms, unless this cannot reasonably be expected of the contracting party. The prices may also be changed by the hotel if the contracting party subsequently requests changes in the number of participants, the hotel's services or the duration of the event and the hotel agrees thereto. If a definable part of a booked event is not used, the hotel may demand reasonable compensation for the part not called up in accordance with the provisions of clause V para. 1 a) to c).
4. The contracting party shall be free to prove that the hotel has a higher share of saved expenses.

5. If the agreed start or end times of the event are postponed without the hotel's prior consent, the hotel may charge additional costs for the provision of personnel and equipment unless the hotel is responsible for the postponement.
6. In the case of events lasting beyond 11.00 p.m., the hotel may, unless otherwise agreed, charge for any personnel costs incurred from this time onwards against evidence. Furthermore, the hotel may, on the basis of individual proof, charge the travel expenses incurred by its employees if they have to make their way home after the end of the public transport service.

## **IX. Bringing food and beverages**

1. The contracting party may only bring food and beverages to events by agreement with the hotel, which must be in text form. In such cases, the hotel may charge a service fee to cover overhead costs ("Korbgeld" (basket money) or "Korkengeld" (corkage fee)).

## **X. Handling of the event – services rendered by third parties**

1. Insofar as the hotel procures technical and other equipment from third parties for the contracting party at the latter's instigation, it shall act in the name of, on the authority of and for the account of the contracting party. The contracting party shall be liable for the careful handling and proper return of the equipment. The contracting party shall indemnify the hotel against all claims of third parties arising from the provision of these facilities.
2. The use of the customer's or organiser's own electrical equipment and devices using the hotel's power supply system requires the hotel's prior consent in text form. Any malfunctions or damage to the hotel's technical equipment caused by the use of such equipment and devices shall be at the expense of the contracting party insofar as the hotel is not responsible for such malfunctions or damage.
3. The hotel may charge a flat rate for the electricity costs incurred through the use of electrical equipment.
4. With the hotel's consent, the contracting party is entitled to use its own telephone, fax and data transmission facilities. The hotel may charge connection fees for this. If corresponding facilities of the hotel remain unused due to the connection of the contracting party's own facilities, an appropriate loss compensation may be charged.
5. The hotel shall endeavour to remedy faults in technical or other facilities provided by the hotel without delay upon immediate complaint by the contracting party. Payments may not be withheld or reduced insofar as the hotel is not responsible for these disruptions.
6. The contracting party shall obtain all official permits that may be necessary for the staging of the event at its own expense. The contracting party shall be responsible for compliance with these permits as well as with all other regulations under public law in connection with the event, in particular the safety, hygiene and fire protection regulations. If the contracting party assigns the provision of services within the scope of the event (such as set-up work, etc.) to third parties, the contracting party shall ensure compliance with all relevant protection, occupational health and safety regulations.
7. The contracting party shall be responsible for handling the formalities and settlements required for self-arranged music performances and acoustic irradiation with the responsible institutions (e.g. GEMA).
8. The contracting party may only use names and trademarks of the hotel within the scope of advertising its event after prior agreement with the hotel.
9. The contracting party and the organiser shall encourage the participants to show consideration for the interests of the hotel and

its guests, in particular to observe the night-time rest periods and hygiene, distance, safety and discretion rules.

## **XI. Items brought along**

1. Exhibits or other items, including personal belongings, brought to the event are located in the function rooms or in the hotel at the risk of the contracting party. The hotel accepts no liability for loss, destruction or damage, except in cases of gross negligence or intent on the part of the hotel. This does not apply to damage resulting from injury to life, body or health. In addition, all cases in which safekeeping constitutes a typical contractual obligation due to the circumstances of the individual case are excluded from this exemption from liability.
2. Equipment brought along, in particular decorative material, must comply with the fire safety requirements of the fire authorities.
3. Electrical and electronic equipment must comply with the safety guidelines. The hotel is entitled to demand - if necessary official - proof of this. If such proof is not provided, the hotel shall be entitled to remove any material already brought in at the organiser's expense. Due to possible damage, the installation and attachment of objects must be agreed with the hotel in advance.

## **XII. Liability of the contracting party**

1. The contracting party shall be liable for all damage to the building or inventory caused by participants or visitors to the event, employees, other third parties within the contracting party's sphere or itself or its legal representatives and vicarious agents.
2. The hotel may require the contracting party to provide appropriate security (e.g. insurance, deposits, guarantees) to protect it from possible claims for damages.

## **XIII. Liability of the hotel, statute of limitation**

1. Should disruptions or deficiencies occur in the hotel's services, the hotel shall endeavour to remedy the situation upon immediate complaint by the contracting party. If the contracting party culpably fails to notify the hotel of a defect, there shall be no entitlement to a reduction of the contractually agreed remuneration.
2. The hotel shall be liable in accordance with the statutory provisions for all damages arising from injury to life, body and health as well as in the event of the assumption of a guarantee on the part of the hotel and in the event of fraudulently concealed defects.
3. For all other damage not covered by clause XIII para. 2 and caused by slightly negligent conduct on the part of the hotel, its legal representatives or its vicarious agents, the hotel shall only be liable if such damage is attributable to the breach of a typical contractual obligation. In such cases, liability shall be limited to the foreseeable damage typical for the contract.
4. The preceding limitations of liability apply to all claims for damages irrespective of their legal basis, including claims in tort. The preceding limitations and exclusions of liability shall also apply in cases of any claims for damages by a contracting party against employees or vicarious agents of the hotel.
5. The hotel shall be liable to the contracting party for items brought into the hotel in accordance with the statutory provisions. The hotel recommends making use of the possibility of safekeeping in the room safe or central hotel safe.
6. Insofar as a parking space is made available to the contracting party in the hotel garage or in a hotel car park, even for a fee, this shall not constitute a custody agreement. The hotel is not obliged to monitor the parking space. The hotel shall not be liable for the loss of or damage to motor vehicles parked or manoeuvred on the hotel's property and their contents unless the hotel is responsible for intent or gross negligence. This also applies to vicarious

agents of the hotel. The damage must be claimed against the hotel at the latest before leaving the hotel property.

7. Messages, mail and consignments of goods for the contracting party and the participants of the event shall be handled with care. The hotel shall undertake the delivery, safekeeping and - on request - forwarding of the same against payment and, on request, also for lost property. Claims for damages, except for gross negligence or intent, are excluded. The hotel is entitled to hand over the aforementioned items to the local lost property office after a storage period of one month at the latest, charging an appropriate fee.
8. Claims for damages by the contracting party shall become statute-barred at the latest after two years from the time at which the contracting party becomes aware of the damage or, irrespective of such knowledge, at the latest after three years from the time of the damaging event. This shall not apply to liability for damages arising from injury to life, body or health or for other damages based on an intentional and grossly negligent breach of duty by the hotel, a legal representative or vicarious agent of the hotel.

#### **XIV Final provisions**

1. Amendments or supplements to the contract, the acceptance of application or these General Terms and Conditions for Events shall be made in text form. Unilateral amendments or supplements by the contracting party shall be invalid.
2. The place of performance and payment is the registered office of the hotel.
3. Place of jurisdiction - if the contracting party of the hotel is a merchant or legal entity under public law - is the registered office of the hotel or, at the hotel's discretion, Berlin, Germany. If the contracting party of the hotel has no general place of jurisdiction in Germany, the place of jurisdiction shall be the registered office of the hotel. However, the hotel shall be entitled to bring to trial legal actions and other legal proceedings also at the general place of jurisdiction of the contracting party.
4. The hotel is not willing and not obliged to participate in dispute resolution proceedings before a consumer arbitration board.
5. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
6. Should individual provisions of these General Terms and Conditions for Events be or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions shall apply.

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