

General Terms and Conditions for Events (As of July 2015)

I. Scope

1. These terms and conditions apply to contracts for the rental provision of conference, banquet, and event rooms of the hotel for the conduct of events such as banquets, seminars, conferences, and exhibitions, as well as for all other services and deliveries provided by the hotel in this context for the customer.

2. The subletting or further renting out of the provided rooms, areas, or showcases, as well as the invitation to job interviews, sales, or similar events, require the prior written consent of the hotel, with § 540 para. 1 sentence 2 BGB being waived if the customer is not a consumer.

3. General terms and conditions of the customer shall only apply if this has been expressly agreed upon in writing beforehand.

II. Conclusion of Contract, Contracting Parties, Liability, Limitation Period

1. The contract is concluded by the hotel accepting the customer's offer; they are the contracting parties.

2. If the customer/orderer is not the organizer themselves, or if a commercial intermediary or organizer is involved, the organizer is jointly and severally liable with the customer for all obligations arising from the contract if the hotel has received a corresponding declaration from the organizer.

3. The hotel is liable for its obligations under the contract with the care of a prudent businessman. Claims by the customer for damages are excluded. This does not apply to damages resulting from injury to life, body, or health if the hotel is responsible for the breach of duty, other damages resulting from intentional or grossly negligent breach of duty by the hotel, and damages resulting from intentional or negligent breach of contractual obligations typical of the contract by the hotel. A breach of duty by the hotel is equivalent to that of a legal representative or vicarious agent. If disruptions or defects occur in the hotel's services, the hotel will make every effort to remedy the situation upon knowledge or immediate complaint

by the customer. The customer is obligated to contribute to remedying the disruption and minimizing possible damages to the extent reasonable for them. Furthermore, the customer is obligated to timely notify the hotel of the possibility of exceptionally high damages occurring.

4. All claims against the hotel generally expire within one year from the start of the statutory limitation period. Claims for damages expire regardless of awareness after five years. The limitation of liability does not apply to claims based on intentional or grossly negligent breach of duty by the hotel.

III. Services, Prices, Payment, Offset

1. The hotel is obliged to provide the services ordered and promised by the customer.

2. The customer is obliged to pay the prices agreed upon or applicable for these and other services used, as well as any services and expenses incurred by the hotel on behalf of the customer, especially including claims from copyright collecting societies. The agreed prices include the respective statutory value-added tax.

3. Invoices from the hotel without a due date are payable without deduction within 10 days of receipt of the invoice. The hotel can demand immediate payment of due claims at any time. In the event of default in payment, the hotel is entitled to demand the respectively applicable statutory default interest of currently 8% or, in the case of legal transactions involving a consumer, 5% above the base interest rate. The hotel reserves the right to prove higher damages.

4. The hotel is entitled to demand an appropriate advance payment or security deposit in the form of a credit card guarantee, a deposit, or similar from the customer upon conclusion of the contract. The amount of the advance payment and the payment dates can be stipulated in writing in the contract.

5. In justified cases, e.g. payment arrears by the customer or an expansion of the scope of the contract, the hotel is entitled to demand an advance payment or security deposit as per the above points 4 or for the full agreed remuneration even after the conclusion of the contract until the start of the event.

6. The customer can only offset against an undisputed or legally established claim against a claim by the hotel or exercise a right of retention.

IV. Customer's Withdrawal (Cancellation, Cancellation)

1. The customer's withdrawal from the contract concluded with the hotel requires the written consent of the hotel. If this is not given, the agreed room rent from the contract and services arranged with third parties must be paid in any case, even if the customer does not avail themselves of contractual services and further rental is no longer possible. This does not apply if the hotel violates its obligation to consider the rights, legal interests, and interests of the customer, making it unreasonable for the customer to adhere to the contract, or if there is any other legal or contractual right of withdrawal.

2. If it has been agreed in writing between the hotel and the customer that the customer can withdraw from the contract free of charge within a certain period, the customer can withdraw from the contract until this deadline without triggering payment or compensation claims from the hotel. The customer's right of withdrawal expires if they do not exercise their right to withdraw in writing to the hotel by the agreed deadline, unless a case according to paragraph 1 sentence 3 exists.

3. The calculation of food turnover is based on the formula: agreed menu price * number of participants. If no price has been agreed for the menu, the most inexpensive 3-course menu of the current event offer is used as the basis.

4. If a conference package per participant has been agreed upon, the hotel is entitled to invoice 60% in the event of withdrawal between the 8th and the 4th week before the event date, and 85% of the conference package * agreed number of participants in the event of later withdrawal.

V. Hotel's Withdrawal

1. If it has been agreed in writing that the customer can withdraw from the contract free of charge within a certain period, the hotel is also entitled to withdraw from the contract during this period if requests from other customers for the event rooms booked contractually are received and the

customer does not waive their right to withdraw upon inquiry by the hotel.

2. If an agreed advance payment or security deposit requested pursuant to section III Nos. 4 and/or 5 has not been made even after a reasonable grace period set by the hotel has expired, the hotel is also entitled to withdraw from the contract.

3. Furthermore, the hotel is entitled to withdraw from the contract without notice for a substantiated reason, for example, if force majeure or other circumstances beyond the hotel's control make the fulfillment of the contract impossible, events are booked under misleading or false information on essential facts, such as the customer's identity or the purpose of their stay, the hotel has reasonable cause to believe that the events may jeopardize the smooth operation of the business, the security, or the reputation of the hotel in the public eye, without this being attributable to the hotel's sphere of control or organization, or if a violation of Section I No. 2 exists.

4. In the event of justified withdrawal by the hotel, the customer has no claim to damages.

VI. Changes in the Number of Participants and Event Time

1. A change in the number of participants by more than 5% must be communicated to the hotel no later than five working days before the start of the event and requires the written consent of the hotel.

2. A reduction in the number of participants by the customer of up to a maximum of 5% will be recognized by the hotel upon invoicing. In the case of deviations beyond this, the originally agreed number of participants minus

5% will be used as the basis. The customer has the right to reduce the agreed price by the expenses saved by them due to the lower number of participants, which they can prove.

3. In the event of an upward deviation, the actual number of participants will be calculated.

4. If there is a deviation in the number of participants by more than 10%, the hotel is entitled

to set new agreed prices and exchange confirmed rooms, unless this is unreasonable for the customer.

5. If the agreed start or end times of the event are shifted and the hotel agrees to these deviations, the hotel can invoice the additional willingness to perform services reasonably, unless the hotel is at fault.

VII. Bringing of Food and Drinks

1. The customer is generally not allowed to bring food and drinks to events. Exceptions require a written agreement with the hotel. In these cases, a contribution to cover the overhead costs will be charged.

VIII. Technical Equipment and Connections

1. Insofar as the hotel procures technical and other facilities from third parties at the customer's request, it acts in the name, on behalf, and for the account of the customer. The customer is liable for the careful handling and proper return. They indemnify the hotel against all third-party claims arising from the provision of these facilities.

2. The use of the customer's own electrical equipment using the hotel's power grid requires the hotel's written consent. Any disruptions or damages to the hotel's technical facilities caused by the use of these devices are at the customer's expense, unless the hotel is responsible for them. The hotel may charge and calculate the resulting electricity costs on a flat rate basis.

3. With the hotel's consent, the customer is entitled to use their own telephone, fax, and data transmission equipment. The hotel may charge a connection fee for this.

4. If suitable facilities of the hotel remain unused due to the connection of the customer's own equipment, a downtime fee may be charged.

5. Disruptions to technical or other facilities provided by the hotel will be rectified as soon as possible. Payments cannot be withheld or reduced as long as the hotel is not responsible for disruptions.

IX. Loss or Damage to Brought Items

1. Exhibits or other items brought in, including personal belongings, are at the customer's risk in the event rooms or in the hotel. The hotel assumes no liability for loss, destruction, or damage, including financial losses, except in cases of gross negligence or intent by the hotel. Excluded from this exemption from liability are damages resulting from injury to life, body, or health. Furthermore, cases where storage due to the circumstances of the individual case constitutes a typical contractual obligation are excluded from this exemption from liability.

2. Decorative material brought in must comply with fire safety requirements. The hotel is entitled to demand official proof of this. If such proof is not provided, the hotel is entitled to remove already installed materials at the customer's expense. Installation and attachment of items must be coordinated with the hotel in advance due to possible damage.

3. Exhibits or other items brought in must be removed immediately after the event. If the customer fails to do so, the hotel may remove and store them at the customer's expense. If the items remain in the event room, the hotel may charge a reasonable fee for their use during the period of their stay. The customer is free to prove that the above-mentioned claim did not arise or not in the amount demanded.

X. Customer's Liability for Damages

1. If the customer is a businessperson, they are liable for all damages to buildings or inventory caused by event participants or visitors, employees, other third parties from their area, or themselves.

2. The hotel may require the customer to provide adequate security (e.g., insurance, deposits, guarantees).

XI. Final Provisions

1. Amendments or supplements to the contract, the acceptance of the offer, or these General Terms and Conditions for Events shall be made in writing. Unilateral amendments or supplements by the customer are ineffective.

2. Place of performance and payment is the hotel's registered office.

3. The exclusive place of jurisdiction – also for check and bill disputes – is the commercial domicile of the hotel. If a contracting party meets the requirements of § 38 para. 2 ZPO and does not have a general place of jurisdiction in Germany, the commercial domicile of the hotel is deemed the place of jurisdiction.

4. German law applies. The application of the UN Sales Convention and conflict of laws is excluded.

5. If individual provisions of these General Terms and Conditions for Events are or become invalid or void, this shall not affect the validity of the remaining provisions. In all other respects, the statutory provisions apply.